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Master Services Agreement
MSA

Master Services Agreement
Application and Technology Management

Agreement No.:	CW43668
First Party:	ZEUS IT
AB	
Second Party:	HCL Technologies Sweden AB
Classification:	Confidential
Date:	2023.06.01

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This Master Services Agreement (the "**Agreement**") is entered into on 1 June 2023 (the "**Effective Date**") by and between:

ZEUS IT AB a Swedish limited liability company, having its registered office at PO-Box 700, 343 63 Älmhult, Sweden with corporate number 566322-9540, (hereinafter referred to as "**Zeus**"),

and

HCL Technologies Sweden AB, a Swedish limited liability company having its registered office at Sveavägen 21, 5 tr, 111 34 Stockholm, Sweden, with corporate number 556955-5609, (hereinafter referred to as "**Supplier**").

1 CONSTRUCTION

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2 BACKGROUND

Commented [HCL1]: Internal Note: Business and Delivery to sign off.

(a) Zeus Group has set a target to become a high performing organisation with industry leading digital capabilities supported by an efficient IT delivery chain. As Zeus Group is growing, so are the needs of its digital organisations to support the growth and the changing business needs. To meet these needs, Zeus has decided to:

(1) source application and/or other technology management services (operational maintenance activities) such as technical upgrades, enhancements, application

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support and service level fulfilment services associated with centrally managed business applications ("**Running Services**"); and

(2) enable for the procurement of business development and other project related services ("**Project Services**").

Running Services and Project Services are collectively defined as "**Services**" in this Agreement.

(b) The Supplier is world leading in providing the type of Services in scope of this Agreement and is expected to be able to provide "best-in-class digital & IT expertise" and world leading edge solutions and services. The Supplier shall ensure that the Services meet both business and technical objectives and is engineered to meet or exceed the quality and reliability standards expected of a world leading service provider.

(c) Now therefore, in consideration of the mutual promises and other good and valuable consideration, the parties hereby agree to the terms and conditions set out in this Agreement.

3 KEY OBJECTIVES

(a) Without limiting what is set out elsewhere in this Agreement, Supplier acknowledges that the provision of the Services and the performance of other actions under this Agreement shall be performed to support the key objectives set out below (the "**Key Objectives**"), and that this has been of material importance to Zeus when assigning the Agreement to Supplier and when agreeing to the terms and conditions of this Agreement:

(1) **Increased Efficiency**: Supplier shall support Zeus Group by providing and implementing digital & IT solutions significantly faster and more efficiently, matching Zeus Group's business needs;

(2) **Reduction of Cost**: Supplier shall contribute to significantly reducing the operational IT costs and secure continued competitive pricing for the Services;

(3) **Best-in-Class Digital & IT Expertise**: Supplier shall provide Zeus Group with access to the best market expertise within the area of the Services, and

(4) **Pro-Active and Continuous Improvement**: Supplier shall provide Zeus Group with continuous improvement of the Services following technology developments, development in accordance with current standardization trends, continued flexibility of the Services, improved, consistent and measureable service levels for the Services, punctual and reliable provision of the Services, and centralised management of the Services.

(b) In light of the above Key Objectives, Supplier shall also pass through to Zeus reductions in the cost of delivery of the Services resulting from significant changes in technology or extraordinary reductions in the costs of delivering the Services, which could not have been foreseen as of the Effective Date but which occur during the Term of and would be generally available to other users of similar technology and services either in-house or through other Third Party vendors providing services similar to those provided by Supplier.

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4 SCOPE OF THE AGREEMENT

(a) This Agreement is structured as a master services agreement for the delivery of Running Services and Project Services. This *main document* and the *general Schedules* (as set out above) set out the general terms and conditions applicable to the parties' relationship and common terms and conditions applicable to the delivery of the Services. In addition, specific terms and conditions apply to the delivery of (a) Running Services, as set forth in one or more *service specific Schedule(s)* and (b) Project Services, as set forth in one or more Project Order Document(s) (as defined below in section (b)).

(b) Running Services are purchased by Zeus through the means of one or several Purchase Orders referencing the different building blocks (e.g. the applicable Service Variant, Service Level and Charges) in the applicable service specific Schedule. Project Services are purchased by Zeus through the means of a Project Order Document (POD). The Project Order Document will be agreed between the parties and will set out, *inter alia*, the scope of Project Services to be performed, time plan, and Results if applicable. Unless otherwise agreed between the parties, the Purchase Order and the Project Order Document respectively, shall be based on the templates available in Schedule H (Forms).

(c) In the event of inconsistencies between the documents forming part of the Agreement the following rule of precedence shall apply:

(1) the provisions of this main document shall prevail over the provisions in the Schedules and in any Purchase Order or Project Order Document; and

(2) the service specific Schedules (Schedule J and onwards) shall prevail over the general Schedules (Schedules A-I), provided however that Schedule G (Zeus Policies and Procedures) shall always take precedence over the service specific Schedules.

The foregoing shall however not apply to the extent a document specifically refers to, and amends, a specified section of a higher priority document, in which case such specific provision in the lower priority document shall take precedence.

5 MOST FAVOURED CUSTOMER

(a) The Supplier will treat Zeus as its most favored customer in its provision of the Services; i.e. Supplier will at all times during the term of the Agreement offer Zeus pricing, innovation, management visibility, resources and quality of the Services that in all aspects are not less favorable to Zeus than the pricing and quality offered to other customers of Supplier, provided that the terms and conditions of the agreements and other conditions for those customers are comparable or less favorable for Supplier compared with this Agreement.

(b) It is acknowledged by the parties that the most favored customer concept extends beyond pricing. At Zeus's request, but not more often than once per year, a senior financial officer within Supplier's organization, who shall not be involved in the delivery of the Services, shall verify Supplier's compliance with this section and provide a written statement to Zeus confirming such compliance.

6 NO EXCLUSIVUTY

For the avoidance of doubt, this Agreement constitutes a non-exclusive arrangement. Zeus may from time-to-time contract with Third Parties regarding the Services as defined in this

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Agreement. Further, Zeus makes no commitment whatsoever as to procuring a certain volume under this Agreement, unless otherwise expressly stated herein.

7 CO-OPERATION WITH THIRD PARTIES

(a) The Supplier shall cooperate with Zeus and with Third Parties that provide products and/or services that are related to, or in support of, the Services. This cooperation shall include:

(1) providing access to the facilities that are used by Supplier to provide the Services as necessary for Zeus or a Third Party to perform its work, provided that such access may be subject to standard and reasonable terms for access in accordance with Supplier's internal policies.

(2) providing access to the equipment and software used for the Services to the extent permitted under any underlying agreements with Third Parties; and

(3) providing such information regarding the operating environment, system constraints and other operating parameters as a person with reasonable commercial skills and expertise would find reasonably necessary for Zeus or a Third Party to perform its work.

(b) Supplier shall ensure that the Services, equipment, networks, software, enhancements, upgrades, updates, modifications and other resources utilized by Supplier or approved by Supplier for utilization by Zeus in connection with the Services, shall be successfully integrated and interfaced (in terms of functionality, speed, service levels, interconnectivity, reliability, availability, performance, response times or similar measures) and shall be compatible, with the services, systems, items and other resources that are being provided to, recommended to or approved for use by Zeus, by Third Party vendors as of the Effective Date.

8 THE SERVICES

8.1 General

(a) The Supplier shall perform the Services and deliver any Results (if applicable) in accordance with the provisions of this Agreement, including the relevant Purchase Order or Project Order Document. Supplier shall provide the Services to Zeus and to any Authorized Users in accordance with the Key Objectives and in an efficient and cost-conscious manner.

(b) The Services shall be deemed to include any functions, processes, tasks, actions and responsibilities that are not specifically described in the Agreement (or in the relevant Project Order Document) but that are required for the proper performance and provision of the Services. The Services further include any and all hardware and software necessary for the performance of Services, unless the parties have explicitly agreed (in the relevant service specific Schedule or the Project Order Document) that such hardware and/or software will be provided by Zeus (in which case sub-section (c) below shall apply).

(c) To the extent that Zeus provides Supplier with access to or use of any equipment, licensed software or Third Party contracts for which Zeus or an Authorized User retains legal/contractual responsibility, Supplier will comply with all the obligations of such licenses and Third Party contracts. The Supplier will cease use of such items upon expiration or termination of the relevant Services.

Staffing

(d) Supplier will retain an adequate number of properly educated, qualified and experienced employees throughout the Term in order to provide the Services. The Supplier will use commercially reasonable efforts to keep the turnover rate i.e., Supplier employees leaving the Zeus account to a level comparable to or better than the industry average for large, well-managed IT services companies. If Zeus believes that Supplier's turnover rate is excessive in relation to Supplier employees performing the Services, Supplier will provide data to Zeus concerning the turnover rate; discuss the reasons for the turnover rate; submit its proposals for reducing the turnover rate; and agree on a program to reduce the turnover rate, the additional cost of which shall be borne by Zeus.

(e) Supplier is entrusted to determine the size, composition and distribution of its resource teams (subject to any defined thresholds for delivery teams as set out in the relevant service specific Schedules). This includes the responsibility to ensure that the composition of the teams includes an optimal mix of competences and experiences (e.g., both junior and more senior individuals), taking into consideration the scope and complexity of the Services. Zeus shall, at its discretion, have the right to influence the team composition and team topology and to screen, interview and select individuals to form part of such resource team.

(f) Zeus may continuously and during the Term, designate a maximum of the higher of (i) 20 persons or (ii) fifteen (15) percent of Supplier's staff as "**Key Supplier Personnel**". Key Supplier Personnel will be dedicated to providing the Services to Zeus on an essentially full-time basis. Zeus reserves the right to interview and approve proposed Key Supplier Personnel prior to their assignment to Zeus's account.

(g) The Supplier will not assign any of its Key Supplier Personnel to the account of any direct competitor of Zeus Group for a period of one (1) year after such personnel have ceased to be a member of Supplier's account team for Zeus.

(h) The lists of Key Supplier Personnel will be maintained in Attachment C.5 (Key Supplier Personnel).

(i) Zeus will have the right at any time, without stating reasons and at no cost to Zeus, to require Supplier to remove any of its personnel from the Zeus account/the Services and within two (2) weeks Supplier shall at its own expense make a suitable replacement available, subject to Zeus's written approval. In addition thereto, and if so requested by Zeus, Supplier shall immediately remove the individual in question from all Zeus Group sites/premises. Nothing in the provisions regarding reassignment or replacement of Supplier employees shall operate or be construed to limit Supplier's responsibility for the acts or omission of Supplier employees, nor to be construed as joint employment.

(j) For the avoidance of any doubt, it is Supplier and not Zeus, that shall have the right, power, authority and duty to supervise and direct the activities of Supplier employees and to compensate them for work performed on Zeus's behalf pursuant to the Agreement.

(k) If requested by Zeus and to the extent necessary for the due performance of the Services (or part thereof), Supplier shall provide the Services (or the relevant parts thereof) at such Zeus Group sites or on such premises as designated by Zeus throughout the Term. Supplier shall ensure that any personnel, including Subcontractors' personnel, will adhere to any Zeus policy or rule concerning safety, security and workplace conduct, which have been communicated to Supplier in writing. Supplier shall

further make its personnel, including Subcontractors, aware of any Zeus policy or notice regarding privacy and processing of personal data which have been provided by Zeus to Supplier.

(l) If the Services (or part thereof) are performed on Zeus Group's sites/premises and if Zeus has allocated a specific space to Supplier, Supplier will use such space for the sole purpose of providing the Services. The Supplier will be responsible for any damages caused by Supplier in its use of the space and shall compensate Zeus for any costs or expenses incurred in remediating such damages. The Supplier will further permit Zeus and its agents and representatives to enter into those portions of the sites/premises occupied by Supplier at any time.

82 Running Services

(a) Zeus Group operates in a business environment characterized by transformations and constant change that directly affect the delivery of Running Services. The Running Services will be performed by Supplier as necessary to meet Zeus Group's business needs using generally acknowledged improvements and enhancements in the methods, processes and technology used in the delivery of the Running Services. If such improvements and enhancements do not constitute a New Service, Supplier will, with Zeus's prior approval, use such advancements and improvements without additional charge to Zeus.

(b) The Supplier confirms that as of the Commencement Date, it will provide the Running Services from the delivery centers communicated to Zeus, to all countries where Zeus Group operates. Any change of delivery center by Supplier or expansion into a new country by Zeus during the Term, shall be communicated in accordance with the Attachment C.1 (Governance Framework). In addition, Zeus shall have the right to approve any new delivery center proposed by Supplier before Supplier initiates any delivery of Running Services from that new delivery center. Zeus further acknowledges that Supplier may allow, to a limited extent, Supplier's staff to work remotely/from home, provided however that:

(1) the assigned delivery centre shall be the primary work location for Supplier's staff from which the main part of the work shall be performed;

(2) there is no impairment of the quality or security of the Running Services; and

(3) the remote work is performed from a location in the vicinity of the delivery centre (and under all circumstances, within the same territory as the delivery centre).

(c) The Parties' intention is that the Agreement shall regulate Supplier's responsibility and commitment towards Zeus Group for the functions included in the Running Services. The Supplier shall have the principal responsibility for providing the Running Services, which means that Supplier shall in a professional manner provide Zeus Group with all infrastructure and operations which, from time to time, are required to meet the need for availability, functionality and quality of the Running Services and take all measures in order to provide the functions included in the Running Services and meet the obligations set forth in the Agreement. Further, Supplier shall work pro-actively, seek to identify potential issues, take or suggest necessary actions and guide and advice Zeus regarding infrastructure design, technical platforms, architecture, standards and opportunities to implement new technologies that will improve the Running Services and support at a reduced cost. Notwithstanding the foregoing, Zeus shall retain exclusive authority,

discretion and rights of approval for strategic and operational planning, service design and delivery, business strategy, program planning and development, brand and image development, product development, offer design, customer interaction strategy, technology architecture definition and legacy technology build and run.

(d) Within ninety (90) calendar days of the Commencement Date, Supplier will document its Service Continuity Management approach, to include Service Continuity Plans for the Running Services and to ensure that it is consistent with and will operate in conjunction with Zeus's requirements for business continuity and Service Continuity Plans related to the Running Services, such as it exists on the Effective Date of this Agreement and as it may evolve over the Term.

(e) The Supplier will comply with the Business Continuity and IT Service Continuity requirements as specified in Schedule F (Information Security Requirements).

(f) The Supplier will execute the Business Continuity and IT Service Continuity plans as specified in the Agreement upon the occurrence of a disaster and will cooperate with Zeus in the execution of Zeus's Business Continuity and IT Service Continuity Plans. If the Running Services are not reinstated within the periods set forth in the respective plans for such reinstatement, Zeus may terminate the Agreement without further financial liability.

(g) The Supplier shall comply with the requirements contained in the Schedule D (Performance Framework) and in Attachment 4 (Performance) to the relevant service specific Schedule.

(h) Zeus may terminate the Agreement in whole or in part, without any obligations to make compensation to Supplier due to such termination and with no cure period, in the event Service Level Credits that Zeus was entitled to during the previous Contract Year exceeded a threshold of twenty-five (25) per cent of the maximum aggregated Service Level Credits for that year or (as regards the first Contract Year) as derived from the Resource Baseline.

By way of example only: assuming that the At-Risk-Fees amount to EUR 5,000,000 per month, and the maximum aggregated Service Level Credits each month are capped at 12% of the At-Risk-Fees (= EUR 600,000), this means that the total aggregated Service Level Credits during a Contract Year are capped at EUR 7,200,000. Zeus's termination right will be triggered if and when Service Level Credits, during any Contract Year, have amounted to, or exceeded, 25 % of that amount, i.e. EUR 1,800,000.

(i) Zeus may, starting one month after the Commencement Date, terminate the Agreement for cause, at no additional cost and with no cure period in the following events:

(1) **Aggregated Service Level Credits**: the aggregate Service Level Credits due under the Agreement, taken together, in respect of any Measurement Period are equal to or exceed a percentage of fifty (50) per cent of the maximum Service Level Credits that could be due during the Measurement Period in question; or

(2) **Minimum Service Level Default**: any individual Minimum Service Level Target under this Agreement is not achieved in any three (3) consecutive months or any four (4) months in any consecutive twelve (12) month period.

83 Project Services

(a) The Project Services shall be performed in accordance with the terms and conditions of this Agreement and the relevant Project Order Document. If agreed between the parties

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and applicable to the Project Services in scope, elements of the service specific Schedules (e.g. in terms of delivery model or similar) can be implemented as part of the Project Order Document.

(b) In connection with Supplier's delivery of any Results, Supplier shall submit to Zeus a written notification of said delivery. If applicable and agreed, testing and review will be performed in accordance with the testing standards and procedures set forth in the applicable Project Order Document. Such testing shall be completed within the time period stipulated by the parties in the Project Order Document or, if no such period has been prescribed, within thirty (30) working days from the date of Zeus's receipt of the written delivery notification. Upon completion of testing and review by Zeus or by the expiration of such testing and review period set forth above, Zeus shall submit a written statement, indicating acceptance of the Results or specifying in sufficient detail how the submitted Results fail to conform to the agreed specification, in which case Supplier shall, at no additional cost, correct any such non-conformities.

(c) The Results shall be deemed accepted ("**Acceptance**") on the earlier of:

(1) Zeus's submission of a statement (referred to above) indicating acceptance;

(2) the expiration of the review period described in section (b), if no statement has been issued by Zeus; and

(3) Zeus's written confirmation that the Results conform to the agreed specification after Supplier's correction of any notified non-conformity by Zeus.

(d) Notwithstanding the foregoing, Zeus shall always have the right to claim, and Supplier shall be liable for defects in the Project Services and/or Results which Zeus did not discover and could not reasonably have discovered during the acceptance test. Unless specifically agreed in the Project Order Document, Supplier shall not be entitled to invoice Zeus until Acceptance has occurred. The warranty period for the Results starts upon Acceptance.

(e) Partial delivery of Results is not permitted unless explicitly agreed in the Project Order Document or if Supplier obtains Zeus's prior written approval to such partial delivery.

(f) The Services and/or Results shall be delivered on the date(s) agreed in the Project Order Document. Supplier shall at its earliest convenience notify Zeus of any anticipated changes to the agreed delivery dates. This obligation to notify includes providing information on the reasons for the expected delay (whether caused by Zeus or Supplier) and the estimated or potential consequences of the delay. Supplier shall take all necessary and reasonable steps to eliminate or mitigate the consequences of the delay and seek to ensure that no similar delay occurs in the future.

(g) To the extent the delay is caused by Zeus or a Third Party for which Zeus is responsible, Supplier shall be entitled an extension of the time for delivery. The parties shall agree on new delivery dates, and any other impact on the Project Services caused by such delay, in accordance with the Contract Change Procedure set out in section 9.

(h) Unless otherwise agreed in a Project Order Document and to the extent the delay is not caused by Zeus or a Third Party for which Zeus is responsible, Supplier shall pay Zeus liquidated damages in the amount of zero point five (0.5%) percent of the total price payable for the Project Services, under the relevant Project Order Document, per each commenced working day of delay, up to a total maximum penalty of fifteen (15%) percent of the total price payable for the Project Services, under the relevant Project

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Order Document. Payment of liquidated damages shall not relieve Supplier of its obligation to perform the Services, deliver the Results or perform any other obligation it may have under this Agreement. The right to liquidated damages is in addition to any other rights and remedies available to Zeus under this Agreement or applicable law. Zeus shall be entitled to further damages if and to the extent Zeus's actual loss exceeds the liquidated damages. Any paid-out liquidated damages for delay will be deducted from any other damages payable by Supplier for the same delay.

(i) In addition to Zeus's right to compensation as set forth above, if Supplier fails to deliver the Services or Results, as applicable, within thirty (30) working days from the agreed delivery date, Zeus shall be entitled to

(1) completely or partially terminate any Project Order Document hereunder affected by the delay, or

(2) exercise its right to step-in according to section 11 below, it being acknowledged that the delay constitutes a Step-In Event under sub- section 11.1(b)(5). In case Zeus terminates a Project Order Document in accordance with this section (i), Supplier shall, at its own expense, assist Zeus in transferring the Project Services and/or Results to Zeus or any Third Party appointed by Zeus.

9 CONTRACT CHANGE PROCEDURE

(a) During the performance of the Services, Zeus may request to change, add to, or reduce an existing element of the Services or, in relation to Running Services, request Supplier to perform a New Service, and Supplier may only request a change (subject to section 8.1(b)) if any action or decision of Supplier with respect to the provision of Services to Zeus may have a material or adverse effect on the Services or Service Levels, or that may require Zeus Group to change the way it conducts its operations.

(b) The Contract Change Procedure that will govern the process used to determine and implement any potential (and agreed) changes to the Services is described in Attachment C.1 (Governance Framework).

10 DELIVER FIRST, SETTLE LATER

(a) With reference to section 9 (Contract Change Procedure) in the Agreement, Zeus and Supplier have agreed that a "Deliver First – Settle Later" principle shall govern the Services. If Zeus so requires, in a situation where the parties have exhausted the applicable Contract Change Procedure and associated governance process in their attempt to resolve the matter, Supplier shall deliver and perform pursuant to a change request issued by Zeus in order to support Zeus's business needs, regardless of whether or not the parties are in agreement as to the terms and conditions for said change request (the "**Deliver First, Settle Later Principle**").

(b) The Deliver First, Settle Later Principle applies only in the event of disagreement between the parties on:

(1) whether delivery of the requested change is chargeable; or

(2) whether the requested change would impact the timely delivery of the Services or any other terms and conditions of the service specific Schedule or a Project Order Document (as applicable); or

(3) the classification of, responsibilities for or costs related to a defect, or any other failure or incident in the Services (or Results, as applicable).

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(c) If Zeus requires Supplier to deliver in accordance with the Deliver First, Settle Later Principle, Zeus shall notify Supplier hereof in writing and specify:

(1) the requested change and/or Services to be delivered and/or the defects, failures or incidents to be resolved; and

(2) the requested delivery time.

(d) The Supplier shall without undue delay and, at the latest, within five (5) Business Days from Supplier's receipt of Zeus's notification according to section (c), specify in writing to Zeus any reservations Supplier may have to Zeus's request, including any adverse impact Supplier deems it will have on the Services or the timely delivery thereof.

(e) If Zeus requires delivery in spite of Supplier's reservations under section (d), Supplier shall deliver according to the change request or resolve the defects, failures or incidents in accordance with Zeus's specifications and the Deliver First, Settle Later Principle. The reservations made by Supplier will not affect the rights and obligations of the parties under the Agreement unless Supplier can subsequently provide documentation evidencing that any defect or non-fulfilment of the obligations under the Agreement is caused by Zeus's instructions related to the reservations made, and such defect or non-fulfilment or any future defect or future non-fulfilment would not have occurred in the absence of such instructions.

(f) In the event the dispute between the parties concerns the question of whether the change request is chargeable or not, Supplier shall:

(1) register the performance of the change request and work carried out pursuant to the Deliver First Settle Later Principle as if the parties had agreed on delivery on a time and material basis (by using the agreed Charges under the Agreement);

(2) inform Zeus weekly of the time and materials spent, and

(3) refrain from invoicing such time and materials spent until the dispute is resolved in favour of Supplier, or until an expert determination has been obtained as set out below.

(g) If the matter has not been resolved within thirty (30) calendar days from the date of Zeus's notification under section (c), either party may request that an independent expert shall be appointed to resolve the dispute. The independent expert shall be appointed jointly by the parties and the costs for the expert shall be shared equally.

(h) If the amount in dispute is less than two hundred and fifty thousand (EUR 250,000) Euro, or relates to other factors as set out in section (b) above, the independent expert's decision will be final and binding on the parties (as regards the disputed amount, but not in respect of any similar disputes in the future). If the amount in dispute exceeds two hundred and fifty thousand (EUR 250,000) Euro, either party may challenge the decision of the independent expert by invoking arbitration in accordance with the Agreement within thirty (30) calendar days from the independent expert's decision. Notwithstanding any such arbitration proceedings, the independent expert's decision shall be applied by the parties up and until the final award by the arbitral tribunal.

(i) When Supplier has performed work according to the change request, but not invoiced for such work (as stipulated in section (f)) and such aggregate unpaid charges at any point in time exceed one million (EUR 1,000,000) Euro, Zeus shall decide to either

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(1) pay for such work in excess of one million (EUR 1,000,000) Euro if Zeus requires Supplier to continue to perform work in accordance with the Deliver First Settle Later Principle; or

(2) allow Supplier to stop working in accordance with the principle above. For the avoidance of doubt, the limitation set out in this section 10 (i) will be reset when the dispute is resolved.

11 STEP- IN

11.1 General

(a) Without prejudice to any other rights or remedies Zeus may have under the Agreement, Zeus may give written notice to Supplier ("**Step-In Notice**") requiring Supplier to take on one or more of the steps outlined in this section in respect of the affected parts of the Service on the occurrence of any of the events defined as "**Step-In-Events**" below. The Step-In Notice shall be sent as set out in section 36 below, and specify the relevant Step-In Event that Zeus relies on and information about the Step-In Agent (if such agent has been appointed by Zeus).

(b) The Step-In Events are as follows:

(1) if Supplier has failed to: (i) meet the Minimum Service Level Target on twenty-five (25) percent or more of the number of Critical Service Levels in any month; or (ii) meet the Expected Service Level Target on fifty (50) percent or more of the number of the Critical Service Levels in any month;

(2) if any member of Supplier Group causes any member of Zeus Group to breach any applicable laws or regulatory obligations applicable to it, as a result of or in connection with this Agreement;

(3) if Zeus is entitled to terminate either the Agreement (in whole or in part) for cause;

(4) if there is a substantial (more than five (5)) Business Days delay in the implementation of a Transition Plan;

(5) if Supplier fails to provide the Services in accordance with the Agreement (including where the failure is excused through the advent of a force majeure event) and that failure causes or is likely (in Zeus's sole discretion) to cause: (i) a degradation or unavailability of the Services which is unlikely to be resolved within a reasonable period of time (as determined by Zeus); or (ii) any company within the Zeus Group to incur a loss, liability or cost, whether direct, indirect or consequential in nature and whether claimable under the Agreement or not;

(6) if there is a persistent failure by Supplier Group to comply in any respect with any activities supporting the provision of the Services, including but not limited to any of the requirements set out in Schedule F (Information Security Requirements) or Schedule G (Zeus Policies and Procedures).

11.2 Before Step-In

(a) Following receipt of the Step-In Notice, Supplier shall:

(1) promptly commence an investigation into the events giving rise to Zeus's notice; and

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(2) as soon as reasonably practicable, and in any event within five (5) Business Days following such investigation, report to Zeus on the outcome of the investigation, discuss with Zeus the steps which it might take to resolve the situation and put forward a reasonable program to remedy the situation; and

(3) report to Zeus on a daily basis on progress towards resolving the situation; and

(4) provide Zeus with immediate access to all records relevant to the event giving rise to the notice, the investigation and/or Supplier's plan to resolve the situation.

(b) If Zeus reasonably concludes that the cause of the events giving rise to the Step-In Notice has not been suitably addressed or the relevant elements of the Services are not being provided in accordance with this Agreement, then Zeus will be entitled, by itself or through a Third Party ("**Step-In Agent**") to step in to manage the Services that are affected by the applicable Step-In Event and any other Services directly or indirectly connected thereto, to the degree needed to cure the underlying issue.

(c) Supplier may require that the appointed Step-In Agent signs customary obligations of confidentiality (provided they are not more onerous than those set out in the Agreement). Further, and if Supplier can demonstrate to Zeus's reasonable satisfaction that the Step-In Agent is a direct competitor of Supplier Group who may then obtain access to commercially sensitive information of Supplier Group, Supplier may reject such Step-In Agent. Such rejection shall be made in writing no later than no later than forty-eight (48) hours from Zeus's decision to step-in according to section (b).

11.3 During Step-In

(a) Step-in will require Supplier and other relevant members of Supplier Group to promptly:

(1) give Zeus or the Step-in Agent (as applicable) unfettered access to any Supplier employees and to any of the sites, equipment, data and/or software used by any member of Supplier Group in the provision, management and administration of the Services, as well as reasonable facilities and assistance at those sites and the right to use all equipment and software at those sites, in each case as Zeus or the Step-In Agent may reasonably require to exercise those step-in rights (Supplier shall thus at all times secure its rights and licenses to grant such access and rights to the Step-in Agent and to Zeus); and

(2) ensure that its employees and employees of Supplier Group comply with all lawful instructions of Zeus or the Step-In Agent given in the exercise of the step-in rights.

(b) Zeus will use reasonable endeavours to minimise damage caused at the sites to which the Step-in Agent is given access, and disruption to the services managed or administered from those sites or the businesses of the members of Supplier Group at those sites. Zeus will not be liable for loss, damage or disruption caused by any Step-in Agent where it has complied with this reasonable endeavours obligation.

(c) For so long as Zeus exercises its right to step-in, Supplier shall not be obliged to provide the affected Services and shall be relieved from the performance of any affected Service Level. Correspondingly, Zeus shall be relieved from payment for the affected Services. Supplier will be liable for:

(1) its own costs in connection with the step-in; and

(2) all reasonable additional costs and expenses incurred by Zeus in connection with the exercise of its step-in rights, including the reasonable costs of appointing a Step-in Agent, except that Supplier will not be liable for these costs in the case of Zeus's step-in where and to the extent caused by a force majeure event.

(d) For avoidance of doubt, the exercise of step-in in relation to certain Services or parts of the Services, will not relieve Supplier from its obligation to continue to provide other Services or non-affected parts of the Services, and Supplier will continue to be entitled to its Charges for such Services.

11.4 Step-Out

(a) The parties shall within thirty (30) days after Zeus provided the Step-In Notice, and thereafter every thirty (30) days until a Step-Out Notice (see below) is given, conduct meetings at the highest escalation level according to Attachment C.1 (Governance Framework). If Zeus has appointed a Step-In Agent, said agent shall be invited to the meetings. The purpose of the meetings shall be:

(1) to discuss the Step-In Event;

(2) perform an assessment of the status of the Step-In Event and Zeus's or the Step-In Agent management of Supplier's obligations; and

(3) the estimated duration of the step-in.

(b) The Supplier will not be liable for any Service Level Defaults, where Supplier can demonstrate that the Service Level Default was incurred through the actions of the Step-in Agent.

(c) When, in Zeus's reasonable opinion, the circumstances giving rise to the Step-In Event have been cured or ceased to apply, a formal notice ("**Step-Out Notice**") will be given by Zeus to allow for the gradual transfer of responsibilities back to Supplier and/or the relevant other member(s) of Supplier Group at the appropriate time ("**Step-Out Date**").

(d) The Supplier shall, following receipt of a Step-Out Notice and not less than twenty (20) days prior to the Step-Out Date, develop for Zeus's approval a draft plan (a "**Step-Out Plan**") relating to the resumption by Supplier of the Services, including any action Supplier proposes to take to ensure that the resumed parts of the Services satisfy the requirements of this Agreement.

(e) If Zeus does not approve the draft Step-Out Plan, Zeus shall inform Supplier of its reasons for not approving it. Supplier shall then revise the draft Step-Out Plan, as soon as reasonably practicable taking those reasons into account and shall re-submit the revised plan to Zeus for Zeus's approval. Zeus shall not unreasonably withhold or delay its approval of the draft Step-Out Plan.

(f) Step-in may last until the circumstances giving rise to the step-in have been remedied in full or have ceased to apply, and for a reasonable period thereafter, such period not exceeding one hundred eighty (180) calendar days.

12 CUSTOMER SATISFACTION SURVEY

If and as specified in the relevant service specific Schedule, Supplier shall, at its own cost, appoint an independent Third Party to conduct customer satisfaction surveys.

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13 OTHER ZEUS GROUP SERVICE RECIPIENTS

(a) Any Zeus Company may independently procure Services under this Agreement by entering into a separate agreement with Supplier ("**Sub Agreement**") and issue a Purchase Order or a Project Order Document (as applicable) thereunder. Each Sub Agreement will expressly incorporate this Agreement subject to any amendment explicitly agreed in the Sub Agreement and Supplier will invoice the Zeus Company directly. Any such company within Zeus Group signing a Sub Agreement shall remain solely liable for its obligations as a result thereof and the parties agree that Zeus shall not assume any kind of liability with respect to such Sub Agreement or any purchase orders or Project Order Documents placed thereunder. For the purposes of the Sub Agreement, references in this Agreement to "Zeus" and "Supplier" shall, where the context so admits, be deemed to be to the Zeus Company on the one hand, and Supplier on the other hand.

(b) Purchases under any Sub Agreement will count towards Zeus's purchases when Supplier calculates Zeus's earned volume discounts or rebates, if any. In addition, Supplier shall report all other assignments under Sub Agreements in accordance with Attachment C.1 (Governance Framework), to ensure that Zeus has a comprehensive overview of Supplier's current and pending assignments for Zeus Group as a whole.

(c) Except as provided in this section, there are no other Third Party beneficiaries to this Agreement.

14 CHARGES, INVOICING AND PAYMENT

(a) Schedule E (Pricing Framework) and Attachment 5 (Pricing) to the service specific Schedule(s) shall set out all Charges applicable under this Agreement (which may be further specified in a Purchase Order or a Project Order Document, as applicable). With the exception of value added tax or its respective local equivalent, the Charges must include any and all existing or future applicable use, gross receipts, excise, services, consumption or other taxes, charges or levies imposed on the delivery of the Services.

(b) The Supplier confirms to have completed all due diligence necessary prior to the Effective Date. Consequently, no adjustments to the Charges will be allowed after the Effective Date except for agreed reductions and periodic adjustments for inflation and deflation, explicitly defined in the Agreement.

(c) Supplier will invoice Zeus in accordance with the agreed frequency, and Zeus will pay undisputed Charges within thirty (30) days of receipt of invoice, all in accordance with the terms and conditions set forth in Schedule E (Pricing Framework). Overdue payments of undisputed Charges shall be subject to default interest in accordance with the Swedish Interest Act (Sw: *Räntelag 1975:635*). Zeus will have the right to set off against amounts owed by Zeus under the Agreement any amount Supplier is obligated to pay or credit Zeus under the Agreement. Zeus may withhold payment of particular Charges that Zeus disputes in good faith.

(d) The Supplier shall render, by means of an electronic file, a single consolidated invoice for the Charges incurred in each month. Each invoice shall show such details as reasonably specified by Zeus, including:

(1) a Reference to the relevant PO or Purchase Order Document;

(2) the calculations utilized to establish the Charges;

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(3) identification of the amounts of VAT or equivalent taxes that Supplier is imposing on the Services; and

(4) such other details and billing information as are necessary to satisfy Zeus's internal accounting, charge back requirements and in-country local billing, including as necessary to allow Zeus to accurately allocate Charges by legal entity, business unit, department, site, Service, employee, project and Resource Unit.

Zeus reserves the right to reject any invoice which does not meet the requirements set out in this section 14 and shall not be deemed to be in default due to such rejection. Payment term shall always be counted from the date when Zeus receives a correct invoice.

(e) To the extent Supplier provides Services by landed resources (employees or Subcontractors) in Sweden, the invoice must also include either (a) a reference to Supplier's F-tax certificate (Sw. *F-skattebevis*) and tax identification number, or (b) a breakdown of how much of the invoiced amount relates to Services performed by landed resources in Sweden.

(f) If Supplier fails to provide an invoice to Zeus for any amount within ninety (90) days after the invoice should have been sent (as set out in Schedule E (Pricing Framework)), Supplier hereby waives any right it may otherwise have to invoice for and collect such amount.

15 NO COST OUTSIDE PRICE

The price of the Services shall constitute the full and entire compensation to be paid by Zeus in respect of all the Services This means that no costs outside the price of the Services shall be charged by Supplier for the Services, and that the following principles apply under this Agreement:

(a) Any and all costs and expenses (including but not limited to travel expenses) that Supplier incurs in order to be able to perform the Services are included in the Charges and such costs and expenses are not separately reimbursable by Zeus unless Zeus has directly authorized the expense and undertaken in writing to reimburse for the expense.

(b) For all applications, systems and technology not explicitly provided by Zeus, Supplier will be responsible and shall bear all costs for all maintenance, updates and upgrades over the Term of the Agreement.

(c) Supplier shall not be entitled to charge for any learning costs incurred following execution of this Agreement. If existing and/or new applications are changed or introduced after the Commencement Date and those changes relate to products developed specifically for the Zeus Group's business needs and not otherwise available in the IT services marketplace, Supplier may require Zeus Group or a partner to Zeus Group to provide sufficient training, at no cost to Supplier, so that it can fulfill its obligations under this Agreement.

(d) Technology evolution and advancement (relevant to Services and scope of this Agreement) is built into the Agreement and included in the price for the Services.

16 BENCHMARKING

Zeus has the right to initiate a Pricing Benchmark in accordance with Schedule E (Pricing Framework).

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17 GENERAL WARRANTIES

(a) Each party represents and warrants that:

(1) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin;

(2) it has all necessary right, power, and authority to enter into this Agreement and holds and maintains all necessary licenses and permissions to perform the acts required of it hereunder;

(3) it owns or holds any Intellectual Property Rights necessary for its performance under this Agreement; and

(4) its performance under this Agreement will comply with all applicable laws, rules and regulations.

(b) Supplier warrants to perform its obligations under this Agreement with promptness, diligence and efficiency and in a professional and workmanlike manner.

18 SPECIFIC WARRANTIES

(a) The Supplier will provide the Services with promptness, diligence and in a workmanlike and professional manner, in accordance with the terms of the Agreement and with the practices and professional standards used in well-managed operations performing services similar to the Services.

(b) The Supplier will maintain any equipment and software (to the extent that Supplier has maintenance responsibility for such assets as part of the Services) so that they operate in accordance with their specifications, including:

(1) maintaining equipment in good operating condition, subject to normal wear and tear;

(2) undertaking repairs and preventive maintenance on equipment in accordance with the applicable equipment manufacturer's recommendations; and

(3) performing software maintenance in accordance with the applicable software provider's documentation and recommendations.

(c) Supplier warrants that the Project Services and Results shall be performed and comply with the applicable specifications set out in the Project Order Document and that any Results shall provide the functions and features and operate in all material respects in the manner agreed to by the Parties in the specifications in the applicable Project Order Document.

(d) Any deviation from any of the warranties and representations set forth above shall be considered a "**Defect**". Zeus shall notify Supplier of any Defect, and Supplier shall have an obligation to promptly, and without any cost to Zeus, remedy (by reperforming, redelivering or repairing as applicable) the Defect. Zeus shall be entitled to a reduction of the applicable Charges during the remedial period (i.e. the period from notification of the breach of warranty until remediation has been completed by Supplier). If a Defect has not been timely remedied or cannot be timely remedied by Supplier, Supplier shall compensate Zeus for any loss, cost or damage arising out of or relating to the Defect and Zeus shall, at its discretion, be entitled to terminate the relevant Purchase Order or Project Order Document without cost or penalty.

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(e) The warranty set out in section (c) shall only apply to Defects reported in writing by Zeus during a period of twenty-four (24) months from:

(1) the Acceptance, or

(2) expiry of the Project Order Document, if no acceptance testing shall be carried out by Zeus under such Project Order Document.

19 OWNERSHIP AND LICENSE RIGHTS

(a) Except as set out in this section 19, Zeus retains all rights in and to any Intellectual Property Rights owned or controlled by Zeus, and Supplier retains all rights in and to any Intellectual Property Rights owned or controlled by Supplier, including Supplier Background Information.

(b) Zeus hereby grants Supplier, during the Term, a non-exclusive, non-sublicensable, revocable, royalty-free right and license to use, or have used by its Subcontractors, any Intellectual Property Rights owned or controlled by Zeus or its Authorized Users, that are provided to Supplier solely for the purpose of, and as necessary for, performing the Services. Further, Supplier shall have a right to use Zeus Data solely as required, and for the sole purpose of, providing the Services. Any Intellectual Property Rights and/or Zeus Data provided to Supplier in accordance with this section 19 shall be returned by Supplier on demand or at the latest upon termination or expiration of the relevant Services.

(c) Supplier hereby grants Zeus, during the Term, a non-exclusive, non-sublicensable, revocable, royalty-free right and license to use, or have used by its Authorized Users, any Intellectual Property Rights owned or controlled by Supplier (including Supplier Background Information), that is provided to Zeus or its Authorized Users, or embedded in the Services, solely as part of its use of the Services. If Supplier proposes to introduce any Supplier Commercial Material or Third Party Intellectual Property Rights as part of its provisioning of the Services, Zeus shall have the right to approve such Supplier Commercial Material or Third Party Intellectual Property Rights prior to Supplier's use thereof. Such approval shall not in any manner affect the liability of Supplier for such Supplier Commercial Material or Third Party Intellectual Property Rights in relation to Zeus and the Authorized Users. Supplier shall ensure that Zeus and the Authorized Users are granted the same rights to use Third Party Intellectual Property Rights as granted for Supplier Intellectual Property Rights under this section 19. For any Supplier Commercial Material, separately agreed license terms will apply. Subject to sections (f) and (g) below, any Intellectual Property Rights provided to Zeus in accordance with this section 19 shall be returned by Zeus upon termination or expiration of the relevant Services.

(d) Unless otherwise agreed in the relevant Project Order Document, all Results, and any Intellectual Property Rights embedded therein, shall, immediately upon coming into existence, be the exclusive property of Zeus with unlimited right to use, transfer, license, amend, create derivative works of and dispose of the Results in any manner and for any purpose as Zeus sees fit. Supplier hereby transfers and assigns, and shall cause its Subcontractors to transfer and assign, to Zeus all right, title and interest in and to the Results and any Intellectual Property Rights embedded therein. Supplier shall procure and shall ensure that its Subcontractors procure, that each of their respective employees who have been involved in the creation of the Results, execute, deliver and sign any acts or documentation necessary for Zeus to obtain, defend and enforce any Intellectual

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Property Rights embedded therein. The Intellectual Property Rights assigned according to this section shall be without any geographical or time limitations, unless otherwise specifically agreed in writing.

(e) Except with the prior written consent by Zeus, Supplier shall not use the Results for any purpose other than the performance of the Services under the Agreement. Supplier may not disclose the Results to any third parties except with Zeus's written consent.

(f) If any Results incorporates any Supplier Background Information, Supplier hereby grants Zeus and the Authorized Users an unlimited, perpetual, irrevocable, worldwide, fully paid-up, royalty-free and sublicensable (to its Authorized Users) right and license to use such Supplier Background Information, and allow Third Parties to use such Supplier Background Information in order to avail itself of the Results.

(g) In case the parties agree in the relevant Project Order Document that any Intellectual Property Rights in and to the Results shall remain vested in Supplier, Supplier hereby grants Zeus an unlimited, perpetual, irrevocable, worldwide, fully paid up, royalty free and sub-licensable (to its Authorized Users) right and license to use the Results and allow third parties to use the Results for their intended purposes, as implied by the relevant Project Order Document.

(h) Except as expressly set forth herein, no license is granted by one party to the other party, whether by implication, estoppel, or otherwise, with respect to any Intellectual Property Rights held or controlled by such party. Nothing in this Agreement will be construed as to grant to either party any ownership or other interest, in and to any Intellectual Property Rights, except as explicitly provided in this Agreement.

20 INFORMATION SECURITY

(a) In its performance under this Agreement, Supplier shall comply with all information security requirements set out in Schedule F (Information Security Requirements).

(b) The Supplier will use commercially reasonable efforts to ensure that no forms of harmful surreptitious code or other contaminants, including commands, instructions, devices, techniques, bugs or web bugs, or other Malware are introduced into any computer system, database, software, equipment, web site or processes used to provide the Services.

(c) If a Malware program is found to have been introduced into any environment/system described above, Supplier promptly shall notify Zeus in writing of the introduction and at no additional charge to Zeus, assist Zeus in reducing the effects of the Malware program and if the Malware program causes an interruption of the Services, a loss of operational efficiency or loss of data, assist Zeus to the same extent to mitigate and restore such losses.

(d) For the avoidance of doubt Zeus shall maintain the right to claim damages for any loss that results from Supplier's introduction of a Malware program into the Zeus or Zeus Group's environment/system or network.

21 INDEMNIFICATION

21.1 Intellectual Property Rights Indemnification

(a) Supplier will indemnify Zeus as well as any Authorized Users (each an "**Zeus Indemnified Party**") against any and all losses, damages, costs and expenses (including

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reasonable attorneys' fees) incurred as a result of or in connection with any Third Party claim brought against an Zeus Indemnified Party, to the extent arising from an allegation that the Zeus Indemnified Party's use of Supplier Indemnified Materials infringes such Third Party's Intellectual Property Rights.

(b) Zeus will indemnify Supplier against any and all losses, damages, costs and expenses (including reasonable attorneys' fees) incurred as a result of or in connection with any Third Party claim brought against Supplier to the extent arising from an allegation that Supplier's use of the Zeus Indemnified Materials infringes such Third Party's Intellectual Property Rights.

(c) The indemnification obligations in sections (a) and (b) will not apply to the extent the underlying allegation arises from:

(1) the indemnified party's breach of the Agreement;

(2) a combination of the Zeus Indemnified Materials or Supplier Indemnified Materials (as applicable) with materials not provided by the indemnifying party under the Agreement, unless the combination is required under the Agreement; or

(3) modification of the Zeus Indemnified Materials or Supplier Indemnified Materials as applicable, not authorized by the indemnifying party.

(d) In the event that the Zeus Indemnified Material or Supplier Indemnified Material as applicable, or any part thereof, is held to constitute an infringement and/or its further use, distribution or other disposal is prohibited or restricted, the indemnifying party shall promptly, at its own expense and option, either:

(1) take such actions as are necessary for the indemnified party to continue its performance or exercise its rights under this Agreement;

(2) replace the Zeus Indemnified Material or Supplier Indemnified Material as applicable with non-infringing material of equivalent function and performance to the reasonable satisfaction of the indemnified party; or

(3) modify the Zeus Indemnified Material or Supplier Indemnified Material as applicable, to the reasonable satisfaction of the indemnified party, so that they become non-infringing without detracting from function or performance.

(e) If none of the above-mentioned remedies are reasonably available to the indemnifying party, or if the indemnifying party fails to provide such remedies, the indemnified party shall be entitled to terminate this Agreement with immediate effect according to section 33.2.

(f) The indemnification procedure set out in section 21.5 shall apply to any request for indemnification raised by the indemnified party according to this section 21.1.

21.2 Product Liability Indemnification

In the event a Third Party claim, suit or action is brought against an Zeus Indemnified Party, alleging bodily injury (including death) or damage to property caused by Supplier or its Subcontractors, Supplier agrees to indemnify the Zeus Indemnified Party against any and all losses, damages, costs and expenses (including reasonable attorney's fees) incurred or sustained by such Zeus Indemnified Party, provided that the claim, suit or action is not attributable to any act or omission by Zeus (or an Zeus Indemnified Party). The indemnification

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procedure set out in section 21.5 shall apply to any request for indemnification raised by the Zeus Indemnified Party according to this section 21.2.

21.3 Accessibility Indemnification

To the extent applicable to the Results, such Results shall meet and conform to the WCAG (Web Content Accessibility Guidelines), version 2.1 (as replaced or updated from time to time), level AA and level AA success criteria, or any other applicable disability discrimination legislation (collectively "**Accessibility Requirements**"), regardless of whether Zeus has explicitly requested such conformance or not. Supplier will indemnify Zeus as well as any Zeus Indemnified Party against any and all losses, damages, costs and expenses (including reasonable attorneys' fees) incurred as a result of or in connection with any Third Party claim brought against Zeus or an Zeus Indemnified Party, to the extent arising from an allegation that the Results do not meet and conform to the Accessibility Requirements. The indemnification procedure set out in section 21.5 shall apply to any request for indemnification raised by the Zeus Indemnified Party according to this section 21.3.

21.4 Data Breach Indemnification

Supplier will indemnify an Zeus Indemnified Party against any and all losses, damages, fines, costs and expenses (including reasonable attorneys' fees) incurred as a result of or in connection with any Third Party claim brought against an Zeus Indemnified Party resulting from a breach by Supplier of its obligations under Schedule I (Data Processing Agreement) (including the associated data processing instructions).

21.5 Indemnification Procedures

The indemnification obligations set out above are subject to the following:

(a) The indemnified party must promptly notify the indemnifying party in writing of the Third Party claim and cooperate reasonably (at the indemnifying party's expense) with the indemnifying party to handle such Third Party claim.

(b) If so requested by the indemnifying party, the indemnified party must give sole control of the defense or settlement of the Third Party claim to the indemnifying party, provided that:

(1) the indemnified party may appoint its own non-controlling counsel to participate in the defense, at its own expense; and

(2) any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

22 LIMITATION OF LIABILITY

(a) Neither party shall be liable to the other for any indirect or consequential damages, even if it has been advised of the possibility of such damages. The parties agree that any Third Party claim made against the indemnified party, and any costs incurred by the indemnified party in relation thereto, under section 21 shall be considered a direct damage.

(b) A party's maximum aggregate liability under the Agreement resulting from or relating to the performance or non-performance under the Agreement shall be limited to the higher of the aggregate amount paid and payable under the Agreement (had the Services been performed according to the Agreement) during the twelve (12) months' period

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preceding the incident that gave rise to the claim or twenty-five million (EUR 25,000,000) Euro.

(c) Notwithstanding anything to the contrary in this section (Limitation of Liability) or otherwise in this Agreement, no limitations of liability shall apply to a party's wilful misconduct or gross negligence, a party's obligations under sections 21.1 (Intellectual Property Rights Indemnification) and 21.2 (IPR and Product Liability Indemnification), or breach of sections 23 (Confidentiality) or 24 (Non Publicity). For the avoidance of doubt, any unauthorized disclosure of personal data that constitutes a breach of Schedule I (Data Processing Agreement) shall be subject to the Data Breach Indemnification in section 21.4 and will not be considered a breach of section 23 (Confidentiality).

(d) Any claim from a party for remedy under this section shall be notified to the breaching party by the other party no later than twenty-four (24) months after the claiming party reasonably should have been aware of the breach.

23 CONFIDENTIALITY

(a) The parties agree that with respect to any Confidential Information, the receiving party undertakes for itself and for any of its employees, directors and representatives and for a period of five (5) years following expiration or any termination of this Agreement:

(1) to use such Confidential Information only as necessary in order to fulfill the obligations and exercise the rights set out herein;

(2) not to disclose any Confidential Information to a Third Party for any purposes unless expressly authorized by the disclosing party;

(3) to promptly notify the disclosing party in writing, if the receiving party becomes aware of any breach of the provisions set forth in this section 23; and

(4) to safeguard the Confidential Information at least to the same extent that the receiving party safeguards its own confidential materials and data.

(b) Subject to the confidentiality undertakings set forth in section (a) above being applied *mutatis mutandis* by any such Third Party and whereas remaining responsible for the compliance of such Third Party with said confidentiality undertakings, Zeus shall have a right to disclose Confidential Information of Supplier and Supplier Group companies to the companies within Zeus Group and Inter ZEUS Group as well as to their relevant subcontractors, on a need-to-know basis, and Supplier shall have a right to disclose Confidential Information of Zeus and Zeus Companies to the companies within Supplier Group and to its relevant Subcontractors on a need-to-know basis.

(c) The obligations set out in (a) shall not apply to any Confidential Information which:

(1) at the time of disclosure is part of the public domain, or which thereafter comes into the public domain through no fault of the receiving party;

(2) at the time of disclosure was already in the possession of the receiving party, as evidenced by written records;

(3) was developed by employees or agents of the receiving party independently of and without reference to any Confidential Information communicated to the receiving party; or

(4) is properly received by the receiving party from a Third Party which has the right to disclose such information.

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(d) The obligations set out in (a) will not restrict the receiving party from disclosing Confidential Information to the extent required by any law or compelled by a court or administrative agency of competent jurisdiction, provided that, to the extent permissible under law, the receiving party uses reasonable efforts to give the disclosing party advance notice of such disclosure as appropriate in order to enable the disclosing party to prevent or limit disclosure.

(e) In the event of termination or expiration of the Agreement and upon written request by the disclosing party, the receiving party shall immediately return the disclosing party's Confidential Information or, at the disclosing party's option, destroy any remaining Confidential Information and certify that such destruction has taken place.

(f) Without prejudice to any other rights or remedies that either party may have, the receiving party acknowledges and agrees that damages might not be an adequate remedy for a breach of obligations under this section and therefore the disclosing party shall be entitled to the remedies of injunction, specific performance and other relief for any threatened or actual breach of the obligations under this section in addition to any claim for damages.

24 NON PUBLICITY

Neither Supplier or its employees, nor any Third Party engaged by Supplier may use its relationship with, or assignment for Zeus, Zeus Group or Inter ZEUS Group or the existence of this Agreement for any marketing or financing purposes or as reference in any company presentations or press releases or in any way utilize (neither on the Internet nor in any other way communicate to the public) any trade name, trademark, service mark, logo or other distinctive brand feature of Zeus, Zeus Group or Inter ZEUS Group.

25 CODE OF CONDUCT

(a) Supplier hereby acknowledges that it has read and understood IWAY and that Supplier will adhere to the terms and conditions set forth therein. For the purpose of this Agreement, the glossary and the terms used in IWAY apply specifically and exclusively to IWAY.

(b) Supplier further undertakes to comply with the Zeus Group Business Ethics, as published and made available at https://www.Zeus.com/suppliers.

26 AUDITS

(a) This section 26 is without prejudice to the provisions on audit set out in Schedule G (Zeus Policies and Procedures).

(b) The Supplier will maintain a complete audit trail of financial and non-financial transactions resulting from the Agreement. The Supplier will provide to Zeus, its internal or external auditors, inspectors and regulators, reasonable access upon advance notice of at least fourteen (14) days to any and all facilities where Supplier is providing Services and shall endeavor to provide the same access with regard to its Subcontractors (outside of Supplier Group), to personnel and to data and records relating to the Services for the purpose of performing audits and inspections of either Supplier or its Subcontractors for any reasonable business purpose, including:

(1) verifying the accuracy of Charges and invoices;

(2) providing assistance to Zeus within the scope of audits and examinations performed by regulatory authorities on Zeus/Zeus Group's businesses (to the extent related to the Services);

(3) verifying compliance with the terms of the Agreement, specifically including, but not being limited to, storage and handling of Zeus Data; and

(4) Efficiency of Supplier in performing the Services.

(c) Audits shall be subject to customary confidentiality obligations and must be conducted during regular Business Hours and may not unreasonably interfere with Supplier's business activities.

(d) The Supplier and Zeus shall meet to review each audit report promptly and to mutually agree upon an appropriate and effective manner in which to respond to any deficiencies identified and modifications suggested by the audit report. If an audit reveals an overcharge, Supplier shall promptly refund such overcharge.

(e) If any audit report indicates that Supplier, its Subcontractors or its agents are not in compliance with any legal or contractual requirements applicable to Supplier pursuant to the Agreement, Supplier shall, at its own cost, take and shall cause its Subcontractors or agents to take prompt actions to comply with such requirement.

(f) If any audit report indicates that Zeus or its Authorized Users are not in compliance with any legal or contractual requirements applicable to Zeus as a consequence of their receipt of the Services, Supplier shall assist Zeus to comply with such requirement.

(g) The Supplier will promptly make available to Zeus the results of any reviews or audits conducted by Supplier, any member of Supplier Group or their Subcontractors, agents or representatives (including internal and external auditors), relating to Supplier's operating practices and procedures to the extent relevant to the Services or to Zeus. For the avoidance of doubt, Supplier shall not be obligated to share records, documents, premises, systems to the extent these are not related to Zeus and/or the Services provided to Zeus under this Agreement. Also, in no event, shall Supplier be obliged to share any cost and margin details with Zeus or any person acting on its behalf.

27 DATA PRIVACY

When providing some of the Services under this Agreement, Supplier will process personal data on behalf of Zeus and/or an Zeus Company. In doing so, Supplier will be the Data Processor and Zeus and/or the Authorized User will be the Data Controller of such personal data. To cover those situations, the parties have entered into a general data processor agreement, attached hereto as Schedule I (Data Processing Agreement), in order to fulfill the legal requirement of a written agreement between a data controller and a data processor. For each Service involving processing of personal data, the data processor agreement shall be supplemented by specific instructions for Supplier regarding the processing of personal data, the duration and purpose of the processing, the type of personal data and categories of data subjects being processed and the obligations and rights of the data controller. For Running Services, such instruction shall be attached as Attachment 7 (Data Processing Details) to the relevant service specific schedule(s). For Project Services, the instruction shall be attached to the relevant Project Order Document.

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28 INSURANCE

The Supplier is required to self-insure or procure and maintain during the Term of the Agreement the following insurances covering its full liability under the Agreement. The Supplier shall, upon Zeus's request, provide satisfactory evidence demonstrating that Supplier has effectuated the required insurances.

(1) Worker's Compensation;

(2) Employer's Liability;

(3) Commercial General Liability;

(4) Professional Liability;

(5) All-Risk Property Liability;

(6) Business Automobile Liability;

(7) Umbrella or Excess Liability;

(8) Employee Dishonesty and Computer Fraud; and

(9) Errors and Omissions.

29 GOVERNANCE

The parties shall communicate about the relationship and thereto related matters in a manner that ensures the timely and accurate exchange of technical, managerial and project-related information, further described in the Attachment C.1 (Governance Framework).

30 FORCE MAJEURE

(a) Each party shall be relieved from liability for a failure to perform any of its obligations under the Agreement, during such period and to the extent that the due performance is prevented by reason of any circumstance beyond the control of such party, including but not limited to war, civil war, government restrictions, fire, embargoes, shortage, delay or interruption of communication or external networks or other circumstances of similar importance ("**Force Majeure Event**").

(b) A party wishing to invoke a Force Majeure Event shall give immediate notice to the other party of the commencement and the cessation of a Force Majeure Event. Both parties shall use reasonable endeavors to prevent and reduce the effect of any non-performance of the Agreement caused by a Force Majeure Event. A Force Majeure Event affecting a Subcontractor shall be considered as a Force Majeure Event affecting Supplier, provided that the circumstances as such constitute a Force Majeure Event according to this section. However, Supplier shall in such case use commercially reasonable efforts to perform such obligations itself or contract another Third Party as soon as possible for the performance hereunder, failure to which Supplier will lose its right to invoke the Force Majeure Event for relief.

(c) If Supplier is prevented from performing its obligations under the Agreement due to a Force Majeure Event for more than fourteen (14) days, Zeus shall be entitled to terminate the Agreement with immediate effect. Neither party shall have any liability to the other in respect of the termination of the Agreement as a result of a Force Majeure Event. This section shall, however, not release Supplier from its duty to implement any disaster recovery plan or business continuity plan as specified in this Agreement or as otherwise agreed between the parties.

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31 SUBCONTRACTORS

(a) Except as explicitly set out in this Agreement, Supplier shall not be entitled to appoint Subcontractors for the performance of its obligations under the Agreement without Zeus's prior written consent thereto. In case Zeus has approved an appointment of a Subcontractor or any other Third Party for the performance of obligations under this Agreement, Supplier shall ensure that the provisions of the Agreement are fully complied with and Supplier shall be liable for the acts and omissions of such Third Party to the same extent as Supplier is liable for its own actions and omissions under the Agreement. Approved Subcontractors for Running Services shall be set out in Attachment 3.3 (Approved Subcontractors) to the relevant service-specific Schedule(s) or the Service Management and Governance Manual as mutually agreed by the parties. Approved Subcontractors for Project Services shall be set out in the relevant Project Order Document.

(b) Notwithstanding the above or anything to the contrary in this Agreement, Supplier may under no circumstances engage Subcontractors by acting as, and in the capacity of a broker, meaning providing Zeus with individual resources from the Subcontractor on a full time or part time consulting basis. For the avoidance of doubt, this does not exclude Supplier from engaging a broker itself to source individual resources to meet specific requirements from Zeus on capabilities or competencies not generally maintained by Supplier.

32 TERM

This Agreement shall come into force on the Effective Date and shall remain valid for a period of three (3) Contract Years (the "**Term**"), meaning that the Term will expire on 31 August 2026. Zeus shall have the right to extend the Term of the Agreement for one or maximum two additional Contract Years (each a "**Renewal Term**") on unaltered terms and conditions. Consequently, the total term of the Agreement can be up to five (5) Contract Years. In the event Zeus wishes to exercise its right to renewal, it shall notify Supplier in writing thereof not less than six (6) months prior to expiry of the Term (or the Renewal Term, as the case may be).

33 TERMINATION

33.1 Termination for Convenience

(a) Any Purchase Order or Project Order Document issued hereunder may be terminated wholly or partly for convenience by Zeus at any time by giving one (1) month written notice to Supplier, unless a shorter or longer notice period has been agreed in the relevant Purchase Order or Project Order Document.

(b) If Zeus exercises its right to terminate a Purchase Order or a Project Order Document as set out in section (a), Zeus may extend the termination date for the affected Service(s) one or more times as it elects, at its sole discretion, by serving a prior written notice at least fourteen (14) days before the original termination date provided that the total of all such extensions shall not exceed one-hundred and eighty (180) days following the original termination date. The pricing and Service Levels (if applicable) in effect at the time of the termination will continue to be in effect during this or any extension period.

33.2 Termination for Cause or Insolvency

(a) Each party shall be entitled to terminate this Agreement with immediate effect by serving notice in writing to other party if:

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(1) the other party has materially breached this Agreement and has not fully remedied such breach (if capable of remedy in the reasonable opinion of the non-breaching party) within thirty (30) days from the breaching party's receipt of notice of said breach;

(2) the other party becomes the subject of proceedings under any bankruptcy or insolvency law, enters into composition with its creditors, applies for financial reorganization, enters into liquidation, suspends payments to its creditors or is, or can reasonably be deemed to be, insolvent.

(b) A breach by Supplier of IWAY or the Zeus Group Business Ethics shall always be considered as a material breach and entitle Zeus to immediate termination of the Agreement. Zeus shall further have the right to terminate the Agreement immediately upon written notice to Supplier in case of a Change of Control in Supplier. Supplier shall inform Zeus of any Change of Control in Supplier as soon as reasonably and legally possible.

(c) Provisions contained in this Agreement, that are expressed or by their sense and context intended to survive the expiration or termination of the Agreement, shall so survive the expiration or termination, including but not limited to sections 21 (Indemnification), 22 (Limitation of Liability), 23 (Confidentiality), 24 (Non Publicity), and 38 (Governing Law and Dispute Resolution).

34 EFFECTS OF TERMINATION

(a) Supplier has no right whatsoever to any compensation for goodwill or lost goodwill or other losses by reason of expiration or termination of the Agreement or part thereof.

(b) Expiration or termination of the Agreement shall not relieve the parties of any outstanding and unfulfilled obligations or liabilities towards the other party. If so requested by Zeus, any Project Order Document still in force upon the termination and/or expiration of this Agreement shall continue to be in force, and Supplier shall continue to deliver the Project Services and Zeus shall continue to pay the Charges for such Project Services until they are completed in accordance with the Project Order Document. All relevant terms and conditions of this Agreement shall survive and continue to apply for such Project Order Document.

(c) Upon termination of the Agreement by Zeus pursuant to Supplier’s material breach, all rights in respect of any Results furnished and granted hereunder shall continue. Supplier shall in good faith cooperate with, and assist Zeus, in the orderly transfer of the Results to Zeus on reasonable commercial terms and at agreed rates under this Agreement. Unless otherwise agreed between the parties, the parties shall jointly prepare an exit plan as part of the preparation for such transfer, to be finalized within one (1) month from the date of notice of termination.

(d) Regardless of the reason for termination and unless otherwise explicitly agreed between the parties, Supplier shall not be entitled to impose termination charges or any other charges related to termination or expiration of the Agreement in whole or in part, except as set out in section 35 (and Attachment C.4 to Schedule C (Service Delivery Framework)).

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35 TERMINATION/ EXPIRATION ASSISTANCE

In the event of a termination or expiration of this Agreement (howsoever occasioned), or the termination by Zeus of an individual Purchase Order or Project Order Document, Zeus may request that Supplier provides Termination Assistance Services, as further described in Attachment C.4 to Schedule C (Service Delivery Framework).

36 NOTICES

Any notice required to be given by either party in writing under this Agreement shall be deemed to have been duly received (i) on the day of delivery, if delivered personally, (ii) on the next working-day if sent by email, (iii) on the second working day after sending, if sent by reputable overnight courier (with delivery receipt obtained), or (iv) on the fifth working day after sending, if sent by registered or certified mail to the address of the recipient set forth below (or to such other address or email address that a party notifies the other party of in accordance with this section):

(a) To Zeus

(1) Attention (name, title): HCL Supplier Manager, Digital & Tech Procurement

(2) Address: Zeus Procurement AB, Axel Danielssons väg 259, 215 82 Malmö, Sweden

(3) Email address: E-mails to be sent to the current Supplier Manager

(b) To Supplier

(1) Attention (name, title): General Counsel

(2) Address: Contract Closure Group, 2nd Floor, Corporate Towers, Plot No: 3A, SEZ Noida Technology Hub, Sector 126, Noida – 201 303 India

(3) Email address: geo.legal@hcl.com and ccg@hcl.com

37 MISCELLANEOUS

(a) This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings and negotiations between the parties with respect to the subject matter hereof. No modification, amendment, alteration or waiver of any provision thereof will be binding upon the parties unless made in writing and signed by duly authorized representatives of both parties. Notwithstanding the foregoing, any Project Order Documents which were executed under the previous agreement between the parties (Sourcing of Application Management Master Services Agreement, effective as of April 1, 2017) (the "Old Agreement") and which are still in force on the Effective Date of this Agreement shall continue to be governed by the Old Agreement, and the terms and conditions including commercials thereof shall continue to apply for such Project Order Documents until these have expired and/or the parties agree transfer these Project Order Documents to this Agreement.

(b) The waiver by either party of a breach or a default of any provision of the Agreement by the other party shall not be construed to be a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by such party.

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(c) If, due to applicable mandatory provisions of law or government regulation, one or more provisions of the Agreement cannot be enforced or an amendment to one or more of the provisions of the Agreement is required, the parties agree that they shall endeavor to find an alternate solution approaching as close as possible the originally intended contractual situation.

(d) The relationship between the parties is that of independent contractors and nothing contained in the Agreement shall be interpreted as a joint venture, partnership or employment between the parties.

(e) Neither party may assign this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld.

(f) This Agreement may be executed in two or more counterparts, which may be exchanged via scanned copy and sent via email, each of which shall be deemed an original, all of which together shall constitute one and the same instrument regardless of whether the signatures appear on the same page.

38 GOVERNING LAW AND DISPUTE RESOLUTION

(a) The Agreement shall be governed by and construed in accordance with the substantive laws of Sweden, without reference to its provisions on conflict of laws. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "**SCC**"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Malmö, Sweden. The language to be used in the proceedings shall be English. The arbitration award shall be final and binding upon the parties.

(b) All statements made and documents provided or exchanged in connection with the arbitration procedure under this section 38 shall be used solely for the purpose of those proceedings and shall be treated as Confidential Information. No party may disclose the existence or content of the dispute or claim or the results of any arbitration award to any Third Party, except with the written consent of the other party or pursuant to the requirement by law of a court order.

(c) Even if any issue or other dispute arises between the parties and regardless of whether or not it requires at any time the use of the dispute resolution procedures described above, in no event nor for any reason shall Supplier interrupt the provision of Services to Zeus or otherwise cease to comply with this Agreement, disable any hardware or software used to provide Services or perform any other action that prevents, impedes or reduces in any way the provision of Services or Zeus's ability to conduct its activities, unless:

(1) authority to do so is granted by Zeus or conferred by a court of competent jurisdiction;

(2) the Agreement has been terminated or has expired and a termination satisfactory to Zeus has been completed; or

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(3) the dispute relates to Zeus's non-payment of undisputed charges for a period of more than thirty (30) days following Supplier's written notice/reminder to Zeus thereof.

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****

In witness whereof the parties hereto, through their authorized representatives, have executed this agreement on the day and the year written below.

Date: 6/30/2023	Date: 7/8/2023
ZEUS IT AB	**HCL Technologies Sweden AB**
	Harshdeep Arora
Board Advisor	*Authorized Signatory*
7/7/2023	
Managing Director	

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Schedule A
Definitions

Master Services Agreement
Application and Technology Management

Agreement No.:	CW43668
First Party:	ZEUS IT
AB	
Second Party:	HCL Technologies Sweden AB
Classification:	Confidential
Date:	2023.06.01

DocuSign Envelope ID: 1D045F3F-5CF2-4457-A48E-CD049B4A495D

SCHEDULE A
DEFINITIONS

Capitalized terms used in this Agreement have the meanings set forth in this Schedule A (*Definitions*) or as otherwise defined in the context of the applicable provision. Capitalized ITIL terms have the meanings set forth in the Axelos ITIL 2011 glossary unless a specific meaning is explicitly assigned in this Schedule A (*Definitions*) or in the context of the applicable provision. Unless otherwise specified:

- all section references in this Schedule A refer to sections of the body of the MSA;
- all Schedule references in this Schedule A refer to Schedules (e.g., B, C, D, E) of the MSA; and
- all Attachment references in this Schedule A refer to either:
  - Attachments (e.g., C.1, C.2) to the respective general Schedule (e.g., C) of the MSA or
  - Attachments (e.g., J.1, K.1) to the respective service specific Schedule (e.g., J, K) of the Agreement

"**Acceptance**" means acceptance of the Results as defined in section 8.3 (c) in the main body of the MSA.

"**Actual Uptime**" means the number of units of time (e.g., seconds, minutes, hours) during the Scheduled Uptime during which a Service or Configuration Item (e.g., application, system, device, or any other relevant part of the Service) is deemed available. Absent any unplanned downtimes, Actual Uptime equals Scheduled Uptime. A Service or Configuration Item is generally deemed available if it provides the specified functionality while fulfilling defined non-functional requirements, for example, regarding capacity (e.g., response time, throughput), security, or continuity. Where necessary, specific requirements to be met by a Service or Configuration Item to be deemed available are documented in the Service Management and Governance Manual.

"**Agreement**" means the Master Services Agreement - Application Management and Business Development, including its Schedules and Attachments and any Purchase Order and/or Project Order Document issued here under.

"**Application(s)**" or "**Application Software**" means programs and other software (including the supporting documentation, media, on-line help facilities and tutorials) that perform user-related or business-related information processing functions. Application Software does not include the tools, utilities or System Software used to deliver it. Applications include database management Software.

"**Application Charge**" means the Fixed Charge for each Application.

"**At-Risk Amount**" is defined in in Schedule D (*Performance Framework*).

"**At-Risk Fees**" are defined in in Schedule D (*Performance Framework*).

"**At-Risk Percent**" is defined in Schedule D (*Performance Framework*).

"**Attachment**" means any attachment to a Schedule that is referenced, directly or indirectly, by the Master Services Agreement.

"**Authorized Users**" means those identifiable users within and outside of Zeus's organization that are authorized by Zeus to use the Services.

"**Benchmarker**" is defined in Schedule E (*Pricing Framework*).

"**Benchmarking**" is defined in Schedule E (*Pricing Framework*).

"**Benchmarking Objects**" is defined in Schedule E (*Pricing Framework*).

"**Billable Hour**" means one (1) hour of productive work as appropriately recorded in Supplier's time keeping system, exclusive of non-productive time; such as holidays, sick leave, time spent consuming

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meals or other personal time; education; training; administrative or management time (e.g., Supplier internal meetings, internal reporting, expense accounting, knowledge transfer); internal Supplier process implementation work; time spent preparing assessments, proposals or estimates for Services and idle time between projects. Whenever there is a reference in this Agreement to "hour", it is assumed that this means a Billable Hour.

"**Business Day**" means a day when banks in Sweden are open for general banking business (other than over the Internet only).

"**Business Hours**" means 8:00 AM to 5:00 PM local time, during Business Days in Sweden.

"**Business Unit**" means a segment of an Authorized User that has its own plans, metrics, income and costs.

"**Change of Control**" means a change in the Control of a party after the Effective Date.

"**Charges**" is defined in Schedule E (*Pricing Framework*).

"Code Development Package(s)" means updated program code intended to add functionality or remove Defects from Applications that are included in the Services.

"COLA" or "Cost of Living Adjustments" is defined in Schedule E (*Pricing Framework*)

"**Commencement Date**" means the date Supplier commences providing Services under a Purchase Order or Project Order Document.

"**Confidential Information**" means any and all tangible and intangible information disclosed hereunder, including but not limited to: data, specifications, standards and know-how of any nature such as technical, scientific, engineering, commercial, financial, marketing or organizational, which (a) is marked as "confidential", "proprietary" or with some similar indication; (b) is expressly advised by the disclosing party to be confidential through oral or written means; or (c) which the receiving party would reasonably construe to be of a confidential nature considering the circumstances of its disclosure and/or the nature of the information. Notwithstanding the foregoing, this Agreement and the content hereof, and any and all Zeus Data disclosed to Supplier hereunder shall at all times be deemed Confidential Information.

"**Contract Change Procedure**" means the process and procedures used to identify and implement, if necessary, any proposed or required changes to any Service specific Schedule or Attachment or a Purchase Order/Project Order Document as described in the Service Management and Governance Manual.

"**Contract Year**" means the period from the Effective Date until (and including) 31 August 2024 (Contract year 1) and each period of 12 months thereafter, i.e. 1 September 2024 – 31 August 2025 (Contract year 2), 1 September 2025 – 31 August 2026 (Contract Year 3), etc..

"**Control**" (and its derivatives) means with regard to an entity the legal, beneficial, or equitable ownership, directly or indirectly, of fifty percent (50%) or more of the capital stock (or other ownership interest, if not a corporation) of such entity ordinarily having voting rights, or the equivalent right under contract to control management decisions with regard to relevant subjects.

"**Critical Deliverable**" has the meaning given to it in Schedule D (*Performance Framework*).

"**Critical Deliverable Credit**" has the meaning given to it in Schedule D (*Performance Framework*).

"**Critical Event**" means an event that results in the interruption to a Critical Deliverable, which, in Zeus's reasonable opinion, has a material impact on the business of a company within Zeus Group.

"**Critical Service Level**" has the meaning given to it in Schedule D (*Performance Framework*).

"**Customer Satisfaction**" or "**CSAT**" means the customer satisfaction score calculated as the average score from responses to customer satisfaction surveys (e.g., periodic surveys or surveys generated for resolved Incidents or fulfilled Service Requests) on a scale of 1.0 (worst) to 5.0 (best).

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"**Daily Rate**" means the Hourly Rate stated for a resource in Attachment 5.1 (Charges) multiplied by the number of hours in the appropriate Standard Working Day for that resource location.

"**Dedicated Staff**" means the Supplier personnel that is dedicated to supporting the Zeus account for a minimum of fifty (50) % of their time in a calendar quarter.

"**Development Effort**" means the monetary value of Supplier's development of a New Application that is running in the Production Environment.

"**Domain**" means a logical grouping of focus, driven by a need for consistent customer or co-worker experience and/or a set of processes/ technologies to achieve a defined outcome.

"**Earnback**" is defined in Schedule D (*Performance Framework*).

"**Effective Date**" is defined in the body of the Master Services Agreement.

"**Expected Service Level Target**" is defined in Schedule D (*Performance Framework*).

"**Extended Service Level Default**" means the third or any subsequent consecutive Service Level Default for a specific Service Level. For clarity, each of the third, fourth, fifth and subsequent consecutive Service Level Defaults is an Extended Service Level Default.

"**Fixed Charges**" is defined in Schedule E (*Pricing Framework*).

"**FTE**" (full-time equivalent) means a level of effort on specific tasks or projects expended by an employee or contractor, which contemplates an allocation of their time over various work efforts. That is, it acknowledges that an individual may work part-time or spend time on various activities. A reasonable amount of overtime is included in the quantification of exempt labor allocated across multiple areas.

"**Governance**" means ensuring that policies and strategy are implemented and that required processes are correctly followed. Governance includes defining roles and responsibilities, measuring and reporting, and taking actions to resolve any issues identified.

"**Governance Library**" is defined in Attachment C.1 (*Governance Framework*).

"**Hourly Rate**" is defined in the relevant Attachment 5.1 (Charges) for all relevant Job Titles. Hourly Rates are based on the Billable Hour concept.

"**Zeus**" is defined in the body of the Master Services Agreement.

"**Zeus-Facing Technology Service**" is defined in Schedule B (*Technology Framework*).

"**Zeus Company" or "Zeus Group**" means all companies ultimately owned or controlled by Zeus Holding B.V.

"**Zeus Indemnified Materials**" means Zeus Data and Intellectual Property Rights owned and/or controlled by Zeus and supplied by Zeus to Supplier for the purpose of this Agreement.

"**Zeus Indemnified party**" means Zeus and the Authorized Users.

"**Zeus ITSM System**" is defined in Schedule B (*Technology Framework*).

"**Zeus Data**" means information entered into software or equipment by or on behalf of Zeus, as well as information derived from this information, including any such information as stored in or processed through equipment or software.

"**Intellectual Property Rights**" means any and all patents, copyrights, rights in databases/database rights, design rights, registered designs, technical information, trademarks, trade dress, domain names, applications for any of the foregoing, sui generis rights, moral rights, and other industrial, proprietary property and/or intellectual property rights, in each case whether registered or unregistered and including the right to apply for registration of the same wherever subsisting in the world and such other similar protected rights in any jurisdiction and any licenses under or in respect of such rights and including the

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exclusive right to do and to authorize others to do any and all acts in relation to such rights throughout the world including the right to claim damages for conversion in respect of any infringing works.

"**ITSM**" means IT service management.

"**ITSM Integration Layer**" is defined in Schedule B (*Technology Framework*).

"**IWAY**" means ZEUS Way of Responsibly Procuring Products, Services, Materials and Components (as attached as Attachment G.1 to Schedule G and published and made available at www.Zeus.com/suppliers)

"**Job Title**" means one of the roles described on each worksheet of the relevant Attachment 5.2 (Role Descriptions).

"**Key Measurement**" is defined in Schedule D (*Performance Framework*).

"**Key Objectives**" means Zeus's key objectives of the agreement set forth in section 3 in the main body of the MSA.

"**Key Supplier Personnel**" shall have the meaning set out in section 8 in the main body of the MSA.

"**KPI**" means key performance indicator.

"**Knowledge Transfer Completion Date**" means the date upon which Zeus has determined that Supplier has sufficiently completed knowledge transfer activities for Application Maintenance and Support services to commence for an Application.

"Level 1" refers to the first point of contact (e.g., Zeus Support Services "Service Desk" team) to record, troubleshoot and provide initial support for Authorized User requests or Incidents. If Level 1 personnel cannot resolve the Incident or request, it is directed to the appropriate Level 2 personnel or Third Party for resolution.

"Level 2" refers to specialized technical teams such as the Supplier Running Services team (e.g., for Application Maintenance & Support, Infrastructure Management) or an Zeus team or a Third Party vendor.

"Level 3" refers to expert product and service support such as the Supplier development team (e.g., Project team, Agile team that has developed new functionality) or an Zeus team or a Third Party vendor (e.g., a software vendor, infrastructure provider, network provider).

"**Malware**" means any software or code that is intentionally designed to infiltrate or cause disruption to a computer, server, client or computer network or other infrastructure, leak private information, gain unauthorized access to information or systems, deprive access to information, or which unknowingly interferes with the user's computer security and privacy. Malware includes but is not limited to virus, trojans, worms, spam, phishing e-mail, backdoors, BOT spyware, adware, dialers, toolkits, keyloggers, hijackers, web bug, exploits, cracking tools and hacking tools.

"**Measurement Methodology**" is defined in Schedule D (*Performance Framework*).

"**Measurement Period**" is defined in Schedule D (*Performance Framework*).

"**Measurement Window**" means the window of time during which Supplier achievement of the Service Level Targets is measured in accordance with the relevant Attachment 4.1 (*Service Levels*).

"**Milestone**" means a specifically identified date set out in a Project Order Document on which a defined part of the Results shall be delivered to, and accepted by, Zeus.

"**Minimum Service Level Default**" is defined in Schedule D (*Performance Framework*).

"**Minimum Service Level Target**" is defined in Schedule D (*Performance Framework*).

"**Minor Enhancement Services**" means a service that includes Services described within the relevant Exhibit 1 (Service Catalog) for all Minor Enhancement activities.

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"**Mode of Delivery**" means the type of human resource, which can be either:

an Onsite resource; or

a Nearshore resource; or

an Offshore resource.

"**MSA**" means the Master Services Agreement – Application Development and Business Development.

"Nearshore" refers to resources located in a nearby foreign country with similar time zones relative to the Zeus location (as defined in the service specific schedules) to which the Services are delivered.

"New Application" means an Application added to the Services after Commencement Date.

"New Application Baseline" means a Supplier estimate of the hours required to support a New Application running in the Production Environment.

"**New Services**" means any new service or significant modification to the Running Services requested by Zeus (i) that is materially different from the Running Services; (ii) that require materially different levels of effort or resources from Supplier; or (iii) for which there is no current Resource Baseline or charging methodology. New Services shall not include any work that is an inherent, necessary or customary part of the Running Services or is required by Supplier to meet the Service Levels.

"**Non-Committed Resource Baseline**" means a non-binding forecast of future Services consumption.

"Offshore" refers to resources located in a foreign country that is distant from the ordering Zeus Company. Offshore locations are typically in low-cost countries relative to the country where the ordering Zeus Company is established.

"**Ongoing Charges**" are defined in Schedule E (*Pricing Framework*).

"Onsite" means physically working in an Zeus Company location (as defined in the service specific schedules).

"Outage(s)" means a period time of during Service Hours, during which an Application is unavailable for use by Authorized Users.

"Out-of-Pocket Expenses" means reasonable and actual expenses incurred by Supplier for equipment, materials, supplies or other such expenses, but excludes costs that are included in the Charges, the Rate Card, the Supplier's overhead costs, administrative expenses or other mark-ups. Out-of-Pocket Expenses must be approved in advance by Zeus, e.g. in a POD or Purchase Order.

"Payment based Milestone" means a Milestone where a payment amount is linked directly to the achievement of the Milestone as agreed by the parties and the acceptance of such Milestone by Zeus.

"Platform Area" means a logical sub-grouping within a Domain.

"POD Authorization" is defined as Zeus's internal project approval process.

"POD Change Initiation" is defined in Attachment C.3 (*Project Framework*)

"**Priority Level**" or "**Priority**" means a category used to identify the relative importance of an Incident, Problem and Change. Priority is based on Impact and Urgency and is used to identify required times for actions to be taken. Priority Levels are defined in the relevant Attachment 4.1 (Service Levels).

"Product Operations" or **"AM&S"** or **"Application Maintenance and Support"** refers to routine operations and maintenance activities.

"**Project Order Document or "POD"** means the document used to purchase Project Services under the MSA, a template for which is available as Attachment H.1 (Form of Project Order Document).

"**Project Order Identifier**" is defined in Attachment C.3 (*Project Framework*)

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"**Project Order Initiation**" is defined in Attachment C.3 (*Project Framework*)

"**Project Order Proposal**" is defined in Attachment C.3 (*Project Framework*)

"Project Services" is defined in section 2.(a).(2) in the main body of the MSA. [Project Services includes, but are not limited to, Minor Enhancement Services.]

"Project Service Order Procedure" is defined in Attachment C.3 (*Project Framework*)

"**Project Services Order Governance Forum**" is defined in Attachment C.3 (*Project Framework*)

"**Purchase Order**" means the document used to purchase Running Services under the MSA.

"Qualified Feedback" means a communication provided by Supplier to inform Zeus that Supplier has started to work on the Incident including an initial assessment and wherever possible a resolution time estimate. For the avoidance of doubt, the information that the ticket has been forwarded to the respective resolver group would be insufficient.

"**Rate Card**" is defined in Schedule E (*Pricing Framework*).

"**Raw Data**" means data captured or generated from various systems, data feeds, and other data sources used to measure the Service Levels and Supplier staff while performing the Services (e.g., manually generated Incident record information).

"**Recharge Report**" means the report(s) used by the Zeus to charge back Supplier-invoiced amounts under this Agreement to the Zeus Companies.

"**Resource Unit**" or "**RU**" means a measurable device, unit of consumption, staffing level or other consumed resource that is associated with the Services and is utilized as a volume measure and for pricing purposes.

"**Results**" means intangible and tangible results developed, experienced or obtained during the performance of the Services, including but not limited to inventions, innovations, know-how, materials, works, writings, calculations, constructions, drawings, software, drafts, designs, reports and publications.

"Running Services" is defined in section 2 (a) (1) in the main body of the MSA.

"Schedule" means a document or other item incorporated by reference or otherwise made a part of the Agreement.

"**Scheduled Uptime**" means the number of units of time (e.g., seconds, minutes, hours) within the Measurement Window during which a Service or Configuration Item (e.g., application, system, device, or any other relevant part of the Service) is expected to be available, considering planned downtimes (e.g., Maintenance Windows) during the Measurement Window. Absent any planned downtimes, Scheduled Uptime equals the length of the Measurement Window (e.g., 180–207 hours for 9x5, 672–744 hours for 24x7, assuming 20–23 working days and 28–31 calendar days in a month).

"**Service Area**" means a collection of one or more Service Groups as specified on the "Services" worksheet of the relevant Attachment 1 (*Service Catalog*).

"**Service Group**" means a collection of one or more Service Types as specified on the "Services" worksheet of the relevant Attachment 1 (*Service Catalog*).

"Service Hours" mean SL1, SL2 or SL3 as defined in the relevant Attachment 4.1 (Service Levels) worksheet "Priority Levels".

"**Service Level**" is defined in Schedule D (*Performance Framework*).

"**Service Level Credit**" is defined in Schedule D (*Performance Framework*).

"**Service Level Default**" is defined in Schedule D (*Performance Framework*).

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"**Service Level Effective Date**" is defined in Schedule D (*Performance Framework*).

"**Service Level Performance**" is defined in Schedule D (*Performance Framework*).

"**Service Level Target**" is defined in Schedule D (*Performance Framework*).

"**Service Management and Governance Manual**" is defined in Attachment C.1 (*Governance Framework*).

"**Service Object**" means an object (e.g., a technology component such as an application, operating system instance, or device) that is the subject matter of the service lifecycle management processes performed by Supplier in delivering Services to Zeus.

"Service Support Level" means the Service Hours appropriate for SL1, SL2 or SL3 as defined in the relevant Attachment 4.1 (Service Levels).

"**Service Type**" means a collection of one or more Service Variants as specified on the 'Services' worksheet of the relevant Attachment 1 (*Service Catalog*).

"**Service Variant**" means a measurable and countable combination of Technology Services and service management-related services (delivered through processes) for which defined performance and commercial (pricing) requirements are to be fulfilled, as specified within the relevant Attachment 1 (*Service Catalog*). Each Service Variant is also identified by a unique identifier. The pricing of a Service Variant is defined by one or more Resource Units in the relevant Attachment 5.1 (Charges), e.g. if a single Service Variant has been priced to reflect differing service quality, such as Service Support Level.

"**Service**" means Running Services and Project Services.

"Sprint" shall mean, a regular, repeatable work cycle in an Agile development approach during which work is completed and made ready for review.

"**Step-In Agent**" means a third party appointed by Zeus to fulfill all or parts of the Services in lieu of Supplier on the occurrence of a Step-In Event.

"**Step-In Event**" means the events specified in section 11 (Step-In) in the main body of the Master Services Agreement.

"Story Point" means a unit of measure for expressing an estimate of the overall effort required to fully implement a product backlog item or any other piece of work

"**Subcontractor**" means an approved subcontractor specified in a service specific schedule and/or a POD".

"**Successor**" means Zeus or its designee.

"**Supplier**" is defined in the main body of the Master Services Agreement.

"**Supplier Commercial Material**" means any tool, software or other digital product developed and owned by Supplier, which Supplier makes generally available on the market under published commercial terms.

"**Supplier ITSM System**" is defined in Schedule B (*Technology Framework*).

"**Supplier Indemnified Materials**" means Results, Supplier Background Information, Supplier Commercial Material and any other Intellectual Property Rights owned or controlled by Supplier and provided to or used by Zeus as a consequence of this Agreement.

"**Supplier Background Information**" means all Intellectual Property Rights made, conceived, reduced to practice, developed by or licensed to Supplier outside the scope of this Agreement and used by the Supplier in connection with the provision of Services without use of any Intellectual Property Rights owned or controlled by Zeus.

"**Supporting Technology Services**" is defined in Schedule B (*Technology Framework*).

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"**System Software**" means those programs and software, including documentation and materials, that perform tasks basic to the functioning of the computer hardware or that are required to operate the Applications or otherwise support the provision of the Running Services by Supplier.

"**Technology Services**" is defined in Schedule B (*Technology Framework*).

"**Term**" is defined in the body of the MSA.

"Termination Assistance Manager" is defined in Attachment C.4 (Exit Management Framework)

"**Termination Assistance Plan**" is defined in Attachment C.4 (*Exit Management Framework*)

"**Termination Assistance Period**" means the period during which the Supplier will provide the Termination Assistance Services as agreed in the Termination Assistance Plan.

"**Termination Assistance Services**" means the services that Supplier will provide to Zeus or its Successor, including all necessary assistance to allow the Services to continue without interruption or adverse effect and to facilitate the orderly and efficient transfer of the Services to Zeus or its Successor.

"**Third Party**" means a legal entity, company, or person(s) that is not a party to the Agreement and is not a member of the Zeus Group or the Supplier Group.

"**Transformation**" means changing the environment from its original operating, architectural and business structure to a new type of environment. Examples of this would be moving applications to a cloud environment, changing desktops to a new architecture / vendor, moving the Service Desk to an offshore shared environment, etc.

"**Transition**" means all the functions and services Supplier will plan and complete that are necessary to accomplish the Transition Services and to transfer the services from Zeus and the Third Party vendors currently performing the services to Supplier in accordance with and on or before the applicable dates specified in the Transition Plan.

"**Transition and Transformation Change Procedure**" means the mechanism by which the parties shall jointly agree updates to the Transition and Transformation Plan described in the relevant Attachment 6.1 (Transition and Transformation Plan).

"**Transition Services**" means those tasks, functions, responsibilities, and services that Supplier is to perform in relation to the Transition and preparation for the delivery of the Services by Supplier in accordance with the Agreement as described in the relevant Attachment 6.1 (*Transition and Transformation Plan*).

"**T&T Commencement Date**" means the starting date for a Transition or Transformation as described in the relevant Attachment 6.1 (Transition and Transformation Plan).

"**Urgency**" means a measure of how long it will be until an Incident, Problem or Change has a significant impact on the business. Impact and Urgency are used to assign Priority.

"**Variable Charges**" means those Charges that are calculated as the product of (i) a measured consumption volume of a Resource Unit, and (ii) the unit price for that Resource Unit.

"**Velocity**" means the number of Story Points per Sprint.

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Schedule B
Technology Framework

Master Services Agreement
Application and Technology Management

Agreement No.:	CW43668
First Party:	ZEUS IT
AB	
Second Party:	HCL Technologies Sweden AB
Classification:	Confidential
Date:	2023.06.01

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SCHEDULE B
TECHNOLOGY FRAMEWORK

1 INTRODUCTION

Schedule B (*Technology Framework*) sets out general provisions regarding information technology services and solutions that apply to all Running Services under the Master Services Agreement. If applicable, the relevant Service specific Schedule may include specific provisions regarding information technology that will be defined in the relevant Attachment 2 to that Service specific Schedule (*Technology*).

2 ZEUS-FACING AND SUPPORTING TECHNOLOGY SERVICES

2.1 Technology Services

"**Technology Service**" means the meaningful functionality (e.g., application functionality, operating system functionality, server functionality) of a technology component (e.g., application, operating system, server) that is exposed to the environment (e.g., users, other technology components).

2.2 Zeus-Facing Technology Services

Supplier will provide and manage (e.g., design, build, operate, support) certain Technology Services for direct use by Zeus (collectively, the "**Zeus-Facing Technology Services**"; each, a "**Zeus-Facing Technology Service**") as expressly set out in the relevant Attachment 1 (*Service Catalog*) to the relevant service-specific Schedule and further described as necessary in the relevant Attachment 2.1 (*Technology Definitions*).

2.3 Supporting Technology Services

2.3.1 Definition

(a) Supplier will provide and fully manage supporting Technology Services that are reasonably required for, or incidental to, the proper performance and provision of the expressly described Zeus-Facing Technology Services (the "**Supporting Technology Services**").

(b) Supporting Technology Services do not include those Technology Services that are typically provided by Zeus, or Third parties chosen by Zeus, to access the Zeus-Facing Technology Services.

(c) Zeus does not have direct access to Supporting Technology Services.

(d) Supporting Technology Services are not expressly listed in the relevant Attachment 1 (*Service Catalog*) or described in the relevant Attachment 2.1 (*Technology Definitions*).

2.3.2 Design Authority

Supplier may design Supporting Technology Services at its sole discretion while at the same time fulfilling the information security requirements set out in Schedule F (*Information Security Requirements*).

2.4 Service Assets

Unless explicitly otherwise agreed in the relevant Attachment 1 (Service Catalog), Supplier is fully responsible (e.g., financially, operationally) for all assets required to provide and manage

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the Technology Services. Supplier will refresh Supplier assets as explicitly specified in the relevant Attachment 1 (Service Catalog) or on a schedule determined to be appropriate in coordination with Zeus.

3 ITSM SYSTEMS

3.1 Zeus ITSM System

Zeus uses its own IT service management (ITSM) system to support service management processes such as Request Fulfillment or Incident Management (that system, the "**Zeus ITSM System**").

3.2 Supplier ITSM System

Supplier shall use Zeus's ITSM system to perform the service lifecycle management processes and Service-specific processes defined in Attachment C.2 (*Process Framework*) unless agreed otherwise by the parties that Supplier shall use its own ITSM system (that system, the "**Supplier ITSM System**").

3.3 ITSM Integration Layer

If and when applicable as per section 3.2, to the extent necessary for the integration of the Zeus ITSM System and the Supplier ITSM System and as agreed by the parties, Zeus will provide an IT service management integration layer, based on market-standard products and technologies, that enables the integration, or coupling, of the Zeus ITSM System and the Supplier ITSM System for the purpose of exchanging relevant service management data (that layer, the "**ITSM Integration Layer**").

3.4 ITSM Connector

(a) If and when applicable as per section 3.2, the parties will mutually agree on the scope (e.g., processes covered, data exchanged), quality, and timeline of the desired integration. Based on that agreement, during Transition or Transformation, as the case may be, Supplier will implement a connector between the Zeus ITSM System and the ITSM Integration Layer (that connector, the "**ITSM Connector**").

(b) If and when applicable as per section 3.2, the initial integration will be performed as part of the Transition or Transformation. The costs of the initial integration will be covered by the respective Transition Charges or Transformation Charges.

(c) If and when applicable as per section 3.2, Zeus will separately remunerate Supplier for additional costs caused by changes to the Zeus ITSM System or ITSM Integration Layer.

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Schedule C
Service Delivery Framework

Master Services Agreement
Application and Technology Management

Agreement No.:	CW43668
First Party:	ZEUS IT
AB	
Second Party:	HCL Technologies Sweden AB
Classification:	Confidential
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1 INCORPORATION

The following Attachments to this Schedule C (*Service Delivery Framework*) are hereby incorporated and part of this Schedule:

(a) Attachment C.1 (*Governance Framework*),

(b) Attachment C.2 (*Process Framework*),

(c) Attachment C.3 (*Project Framework*),

(d) Attachment C.4 (*Exit Management Framework*),

(e) Attachment C.5 (*Key Supplier Personnel*).

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Schedule D
Performance Framework

Master Services Agreement
Application and Technology Management

Agreement No.:	CW43668
First Party:	ZEUS IT
AB	
Second Party:	HCL Technologies Sweden AB
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1 GENERAL

1.1 Overview

(a) Zeus has adopted the ITIL approach and framework and has established Service Level Management to maintain and improve IT service quality, through a constant cycle of agreeing, monitoring and reporting upon IT service achievements and the initiation of actions to eradicate poor service.

(b) Zeus has established Service Level Agreements (SLAs) between its IT organisation and the Authorized Users.

(c) The Agreement of which this Schedule is a part will be an underpinning contract for the delivery of IT services by the Zeus IT organization to the Authorized Users.

(d) The actual Service Level Performance measures and their Service Level Targets shall be described in the relevant Attachment 4 (Performance) of a service-specific Schedule and have been specifically designed to support Zeus's Service Level Agreement(s).

(e) The methodology set out in this Schedule D shall support the Service Level Management cycle of agreeing, monitoring, reporting, and improving the delivery of the Services to Zeus and the Authorized Users.

(f) As of the Commencement Date (or as otherwise specified in the relevant service-specific Schedule), Supplier shall perform the Services to which Service Levels apply so that in each month of the Term, its performance meets or exceeds the Expected Service Level Targets.

(g) The achievement of the Service Levels by Supplier may require the coordinated, collaborative effort of Supplier with other Third parties. Supplier shall provide a Single Point of Contact (SPOC) for the prompt resolution of all Incidents and all failures to provide high-quality Services to Zeus, regardless of whether the reason for such Incidents or failure to provide high-quality Services to Zeus, was caused by Supplier.

2 SERVICE LEVEL FRAMEWORK

(a) Service Level Performance shall commence being measured and reported by Supplier on the Commencement Date.

(b) Service Level Credits shall apply with effect from the Commencement Date or as otherwise specified in the relevant Attachment 4.1 (Service Levels) to the Agreement under the column "Service Level Effective Date" in the form "Commencement Date + mos" where "mos" represents the number of months after the Commencement Date when Service Level Credits will apply.

(c) The Measurement Methodologies set forth in the relevant Attachments 4.1 (Service Levels)) shall be used by Supplier to measure compliance with the Service Levels.

(d) Supplier shall ensure that such Measurement Methodologies are automated and objective and that they are designed to operate without human interpretation or intervention.

(e) A failure by Supplier to implement a Service Level in accordance with the Measurement Methodology prior to the Service Level Effective Date, shall be treated as a Significant Minimum Service Level Default, unless Supplier can otherwise substantiate that a Service Level Default did not occur (validating that the received

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Service(s) met the Minimum Service Level or Expected Service Level) and Zeus consents to such Supplier explanation.

(f) Service Level Performance shall be measured on a monthly basis unless otherwise specified in the relevant Attachment 4.1 (Service Levels) to the Agreement.

(g) A failure by Supplier to measure Service Level Performance for a Critical Service Level, in accordance with the Measurement Methodology shall be a Significant Minimum Service Level Default and continue to be a Significant Minimum Service Level Default each month until Supplier measures the Service Level Performance in accordance with the Measurement Methodology, unless Supplier can otherwise prove that a Service Level Default did not occur (validating that the received Service met the Minimum Service Level or Expected Service Level) and Zeus consents to such Supplier explanation.

(h) If there are any Critical Service Levels for which the Measurement Methodologies have not been agreed upon by the Service Level Effective Date (including new Critical Service Levels) — and if Supplier fails to propose and implement a Measurement Methodology for such Critical Service Level that is acceptable to Zeus prior to the date when Service Level Credits apply to such Critical Service Level — such failure shall be treated as a significant Minimum Service Level Default each month until such time as Supplier proposes and implements a Measurement Methodology acceptable to Zeus.

(i) Measurement Methodologies for new Service Levels and changes to Measurement Methodologies for existing Service Levels shall be implemented in accordance with the Agreement.

(j) Supplier shall demonstrate and explain to Zeus's reasonable satisfaction the Measurement Methodology prior to implementation.

(k) Zeus shall not be financially responsible, unless otherwise agreed by the parties, for increases in Supplier costs resulting from Zeus's addition of new Service Levels requested by Zeus.

(l) Zeus shall not be financially responsible for increases in cost occurring as a result of the operation of the continuous improvement provisions of section 7.1 of this Schedule D.

(m) If, after the implementation of the Measurement Methodology for a Service Level, Supplier desires to change the Measurement Methodology for such Service Level, then Supplier must give ninety (90) days prior written notice to Zeus and demonstrate and explain to Zeus's reasonable satisfaction the nature, equity and appropriateness of such proposed change(s) to such Measurement Methodology.

(n) Following Zeus's consent to such Measurement Methodology change, the parties shall adjust the Expected Service Level and Minimum Service Level if necessary to account for any increased or decreased sensitivity in the new Measurement Methodology. Service Level Performance may not decrease as a result of such change. However, if the parties cannot agree on an adjustment, Supplier must continue to use the current Measurement Methodology.

(o) Proposed changes must be fully documented and accepted by the parties prior to implementation in accordance with the Agreement. Such proposed changes shall not result in an increase in the Charges for the Services.

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(p) It is not anticipated, however, that changes in the Measurement Methodologies shall drive changes in Service Levels; rather, the need to collect and accurately reflect Supplier performance and related data should drive any change in Measurement Methodologies.

(q) Six (6) months following the Service Level Effective Date and every six (6) months thereafter, Supplier shall review all Service Levels and related Measurement Methodologies and assess whether any changes in such Measurement Methodologies are required to collect and accurately reflect Supplier performance and related data prospectively.

(r) Supplier shall promptly notify Zeus of any recommended changes in Measurement Methodology as a result of this assessment.

(s) Detailed performance information used to calculate each Service Level will be maintained by Supplier.

(t) Upon Zeus's request, Supplier shall provide or provide access to, such performance information to allow Zeus to verify the accuracy of reported Service Level measurements.

(u) Certain calculations specified in this Schedule D assume that perfect performance of each Critical Service Level or Key Measurement is 100 percent. If zero percent (0%) represents perfect performance for a Service Level, then such calculations shall be modified as appropriate for that Service Level. Similarly, for Service Levels based on response time or some other non-percentage result, calculations shall be modified as appropriate to achieve the intended result.

3 REPORTING

(a) Supplier shall provide detailed supporting information for each Service Level Performance report to Zeus.

(b) Supplier shall as a complement to scorecards and Service Level reporting for the Executive and Management Committee provide a list of Applications that fail to meet Expected Service Levels. For the Service Delivery Committee meetings, the monthly Service Level reporting shall be complemented with a break down report per Application.

(c) The data and detailed supporting information shall be Zeus's Confidential Information.

(d) Zeus may access such information online and in real-time, where technically feasible, at any time during the Term and Termination/expiration assistance period.

(e) Supplier shall provide Service Level posting to the portal described below, or at another location as agreed between the parties, as part of Supplier's process to deliver the final monthly performance reports (including daily detail except where the parties have specifically agreed to the contrary).

(f) Supplier shall complete Service Level Posting on or before the tenth (10th) Business Day of the month following the completion of any Measurement Period.

(g) Supplier shall provide an e-mail notification to alert Zeus when the monthly Service Level Posting is complete.

(h) No post-reporting adjustment shall be made to any Service Level Performance data or supporting information without Zeus's approval.

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(i) Supplier shall provide an e-mail notification to alert Zeus whenever a Service Level item is updated after the Service Level Posting.

(j) Service Level Posting shall be to a secure portal (website) established and maintained by Supplier for Zeus's use.

(k) The Service Level posting portal (website) shall be capable of displaying and printing all Service Level Performance, including historical data for the duration of the Term and Termination/expiration assistance period. Display, print and retention functionality shall be sufficiently robust so that Zeus can verify Supplier's performance and compliance with all Service Levels.

(l) The Service Level posting website shall be integrated to allow for multiple views ranging from a corporate dashboard performance level down to individual Service Level reporting detail (for example, a single data element captured as part of Service Level Performance calculation).

(m) The Service Level posting website shall contain direct links to all supplemental data elements used to establish each Service Level Performance report.

(n) Supplier shall investigate and correct all Incidents and Problems in accordance with the obligations set out in the Agreement, regardless of whether or not such Incidents and Problems constitute Service Level Defaults, including:

(1) Perform Root Cause Analyses for Problems, Critical and Urgent Priority Incidents occurring in the reporting period, conducted in accordance with the Agreement.

(2) Report issues to Zeus in accordance with the escalation process contemplated in the Service Management & Governance Manual.

(3) Use all commercially reasonable efforts to correct Incidents and Problems and restore Service and meet Service Levels as soon as practicable.

(4) Advise Zeus of the Root Cause and the status of remedial efforts being undertaken with respect to such Critical Priority Level Incidents and Problems.

(5) Provide reasonable evidence to Zeus that the Root Causes of such Critical Priority Level Incidents and Problems have been or shall be corrected. This includes updating all relevant Incident Records, Problem Records and Known Error Records with details of the Known Error and Workaround. Supplier shall ensure that any Changes to the environment resulting from these analyses are effected in accordance with the Change Management Process, as described in the Service Management and Governance Manual.

4 SERVICE LEVEL DEFAULT

In the event of a Service Level Default, Supplier shall provide to Zeus Service Level Credits as defined below (the **"Service Level Credits"**):

(a) Subject to section 4.(g) and sections 6 and 7 of this Schedule D and upon the occurrence of a Service Level Default, a Service Level Credit – which is calculated as defined in this section 4 of Schedule D – shall be due from Supplier.

(b) Service Level Credits do not apply to Key Measurements.

(c) A Service Level Default shall occur when performance for a specific Service Level fails to meet the applicable Minimum Service Level Target.

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(d) A Service Level Default shall further occur when Service Level Performance for a particular Service Level fails to meet the applicable Expected Service Level Target (but does not fail to meet the applicable Minimum Service Level Target) and in the immediately previous eleven (11) months, there have been at least three (3) other months where Service Supplier's performance failed to meet such Expected Service Level Target (but did not fail to meet the Minimum Service Level Target).

(e) If Supplier fails to meet a Minimum Service Level Target for a Critical Service Level or a Key Measurement, Supplier shall provide Zeus with a written plan for improving Supplier's performance within fifteen (15) calendar days of the failure to meet Minimum Service Level.

(f) The plan shall be subject to Zeus's consent. Supplier shall promptly implement such plan when it has received consent from Zeus.

(g) The relevant Attachment 4.1 (Service Levels), sets forth the information required to calculate the Service Level Credit in the event of a Service Level Default. For each Service Level Default, Supplier shall apply a Service Level Credit to Zeus. Such Service Level Credit shall be computed in accordance with the following formula:

Service Level Credit = A x B x C

Where:

A = The At-Risk Fees.

B = The At-Risk Percent.

C = The Service Level Credit Allocation Percentage for the Critical Service Level for which the Service Level Default occurred as shown in the relevant Attachment 4.1 (Service Levels) to the Agreement.

(h) For example, assume that Supplier fails to meet the Minimum Service Level Target for a Critical Service Level. Assume Supplier's At-Risk Fees for the month in which the Service Level Default occurred was $1,000,000 and that the At-Risk Percent was 12%.

(i) Additionally, assume that the Service Level Credit Allocation Percentage is ten percent (10%). The Service Level Credit due to Zeus for such Service Level Default would be computed as follows:

A = The At-Risk Fees. ($1,000,000)

Multiplied by

B = The At-Risk Percent. (12%)

Multiplied by

C = The Service Level Credit Allocation Percentage for the Critical Service Level for which the Service Level Default occurred as shown in the relevant Attachment 4.1 (Service Levels) to the Agreement. (10%)

= Twelve thousand dollars ($12,000) (the amount of the Service Level Credit)

(j) Subject to Item 4(k), if more than one Service Level Default has occurred in a single month, the sum of the corresponding Service Level Credits shall be credited to Zeus.

(k) In no event shall the amount of Service Level Credits credited to Zeus with respect to all Service Level Defaults occurring in a single month exceed, in total, the At-Risk Amount, except as otherwise noted in this Schedule D.

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(l) The total amount of Service Level Credits – which Supplier shall be obliged to credit to Zeus, with respect to Service Level Defaults occurring each month (subject to Earnback) – shall be reflected on the invoice that contains charges for the month during which the Service Level Default(s) giving rise to such credit(s) occurred. (For example, the amount of Service Level Credits for Service Level Defaults occurring in August shall appear as a credit on Supplier's invoice in September for the August monthly charges.)

(m) If Supplier fails to provide a Service Level Credit that is due, Zeus may set off an amount equal to the Service Level Credit from payments owed to Supplier in accordance with section 14 of the MSA.

(n) If a single Incident results in the failure of Supplier to meet more than one Critical Service Level Target, Zeus shall have the right to select any one of such multiple Service Level Defaults for which it shall be entitled to receive a Service Level Credit. Zeus shall be entitled to Service Level Credits, as applicable, for the other Service Level Defaults that have a Root Cause other than the single Incident referred to above. For the purpose of clarity, a single Incident may impact more than one Critical Service Level or Key Measurement for the purpose of calculating performance against the target. This provision only addresses which of the Service Level Credits are applicable.

(o) If an individual Service Level experiences an Extended Service Level Default, then:

(1) The amount of the applicable Service Level Credit payable to Zeus for the individual Service Level shall be increased by twenty-five percent (25%) upon each such Extended Service Level Default (calculated as 1.25 multiplied by the Service Level Credit that would have been payable had it not been for the multiple consecutive Service Level Defaults) and shall be further increased by an additional twenty-five percent (25%) for any subsequent, consecutive Service Level Defaults of the same Service Level (up to a maximum of three (3) increments), and

(2) The amount of any Service Level Credit for the Extended Service Level Default shall not be limited by the At-Risk Amount, and

(3) The At-Risk Amount shall still apply to the cumulative amount of any Service Level Credits due for any Service Level Defaults that occur in the same Measurement Period but do not constitute Extended Service Level Defaults and

(4) If, within ninety (90) days following an Extended Service Level Default for a Critical Service Level, Zeus increases the Service Level Credit Allocation Percentage for such Service Level and Supplier subsequently fails to meet the Service Level in the following Measurement Period, then the Service Level Credit for such Service Level Default shall be the lesser of the Service Level Credit calculated using the escalator set forth in section 4.(o).(1) above and the Service Level Credit owed for such Measurement Period calculated using the revised Service Level Credit Allocation Percentage. If the revised Service Level Credit Allocation Percentage is used, the counting of consecutive Service Level Defaults is reset to zero. This provision is applicable for a period of six (6) months after Zeus increases the Service Level Allocation Percentage; at which time, the increased percentage shall be used to calculate any Service Level Credits due to an Extended Service Level Default.

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(p) A Service Level Credit shall be applicable in the event of a significant Minimum Service Level Default.

(q) Supplier acknowledges and agrees that the Service Level Credits shall not be deemed or construed to be liquidated damages or a sole and exclusive remedy or in derogation of any other rights and remedies Zeus has hereunder or under the Agreement.

5 EXCEPTIONS

(a) If any events or periods that are measured as part of a Service Level are not successfully achieved in accordance with the relevant performance standard specified in the Service Level and Supplier demonstrates that such failure is directly caused by any of the following, then such events or periods shall be disregarded for the purpose of calculating the relevant Service Level (and shall be excluded from both the numerator and the denominator for the purposes of calculating whether the Service Level has been achieved):

(1) Zeus's (or a Zeus Third Party vendor's) breaches of this Agreement

(2) Infringements of Third Party proprietary rights by Zeus or a Zeus Third Party vendor, provided that Supplier is not liable for such infringements according to the Agreement

(3) Wilful misconduct, gross negligence or violations of law by Zeus or a Zeus Third Party vendor

(4) Service or resource reductions requested or approved by Zeus; provided that Supplier has previously notified Zeus in writing so the implementation of such request would result in such failure to meet the Service Level

(5) Failure to conduct repair on equipment that has been identified and agreed in writing by Zeus to be unserviceable equipment (Such agreement shall have been made identifying the equipment Resource Unit as unserviceable equipment prior to any failure incident qualifying as an exception.)

(6) Services performed during the execution of the Business Continuity Plan, the execution of which is in support of a Zeus-declared Disaster (but failure to execute a Business Continuity Plan may constitute a breach of the Agreement)

6 EARNBACK

(a) Supplier shall earn back a Service Level Credit for a given Service Level Default when Service Level Performance meets or exceeds the Expected Service Level Target for each month of the four (4) Measurement Periods immediately following the Measurement Period in which the Service Level Default occurred.

(b) Whenever Supplier is entitled to an Earnback, Supplier shall include such Earnback as a charge to Zeus (indicated as an Earnback) on the same invoice that contains charges for the Measurement Period giving rise to such Earnback and include such information in Supplier's monthly performance reports as described in section 3 of this Schedule D.

(c) In no event may Supplier earn back a Service Level Credit related to a significant Minimum Service Level Default.

(d) In no event may Supplier earn back a Service Level Credit related to an Extended Service Level Default.

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(e) Upon termination or expiration of the Agreement, Service Level Credits issued by Supplier are no longer subject to Earnback.

7 CHANGES TO SERVICE LEVELS

7.1 Continuous Improvement

The parties agree that the Service Levels shall be subject to continuous improvement and accordingly, the Service Levels shall be modified with effect from the end of each Contract Year in accordance with this section 7.1. For the sake of clarity the parties agree that upon contract renewal, such Service Level modification shall be performed also at the end of the final Contract Year, before entering into a new contract term.

7.1.1 Expected Service Level Targets

(a) Subject to Item (c) below, each Expected Service Level Target shall be reset to the average of the four (4) highest monthly actual results (for example, 99.6% is higher than 99.4%) at or above the Expected Service Level Target achieved during the previous Contract Year; however, if fewer than four (4) monthly actual results exceeded the Expected Service Level Target, then the Expected Service Level Target shall be reset by taking the four (4) highest monthly actual results, replacing each such actual result that is below the Expected Service Level Target with the Expected Service Level Target and dividing the sum of the resulting four (4) numbers by four (4).

(b) For example, if the Expected Service Level Target being adjusted was 99.6% and there were three (3) actual results that were higher and none equal (for example: 99.90%, 99.80% and 99.70%), the calculation would be ((99.90% + 99.80% + 99.70% + 99.60%) / 4) = 99.75% with the reset governed by Item (c) below.)

(c) In no event shall any single increase in an Expected Service Level Target pursuant to Item (a) exceed 10% of the difference between 100% and the then-current Expected Service Level.

(d) For example, if the Expected Service Level Target being adjusted was 99.60%, the maximum increase for that reset would be 0.04% (i.e., from 99.60% to 99.64%).

7.1.1.1 Minimum Service Level Targets

Each Minimum Service Level Target shall be reset by adding to the then current Minimum Service Level Target, 5% of the difference between 100% and the then current Minimum Service Level.

For example, if the Minimum Service Level Target being adjusted was 99.40%, the increase would be 0.03% (for example, from 99.40% to 99.43%).

7.2 Additions, Deletions and Modifications

(a) Subject to section 7.2 and section 7.3: Once per calendar quarter – by sending written notice (and such notice may contain multiple additions, deletions, and/or changes) to Supplier at least thirty (30) calendar days prior to the effective date of the Service Level change – Zeus may unless otherwise agreed by the parties:

(1) Add or delete Service Levels.

(2) Change Service Levels from Critical Service Levels to Key Measurements or from Key Measurements to Critical Service Levels.

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(3) Modify the Service Level Credit allocation percentage for any Critical Service Levels.

(4) Where such additions or substitutions may occur in conjunction with changes to the Environment and the introduction of new equipment or software or means of Service delivery – provided, however, that where such equipment or software or such means of Service delivery is a replacement or upgrade of existing technology – there shall be a presumption of equivalent or improved performance.

(b) All new Service Levels shall:

(1) Be quantifiable, measurable and objective.

(2) Have an Expected Service Level Target and a Minimum Service Level Target.

(c) Following any change:

(1) The sum of the Service Level Credit Allocation Percentages for all Critical Service Levels shall equal the Pool Percentage; and

(2) If a Service Level Credit Allocation Percentage has not been defined for a Critical Service Level, then the Service Level Credit Allocation Percentage for such Critical Service Level Allocation Percentage shall be zero (0).

(3) Supplier shall maintain a log of all such Service Level change requests, including the nature of the Service Level change, Zeus approval/approver and Service Level change date.

7.3 Performance Standards for Additional Service Levels

(a) If Zeus adds a Service Level in accordance with Item (a) of section 7.2, the Expected Service Level Target and Minimum Service Level Target for such Service Level shall be agreed by the parties. Should the parties not agree, they shall be computed as follows:

(1) If at least nine (9) consecutive months of Supplier-provided service measurements exist for a particular Service that is being performed by Supplier, then:

(2) The Expected Service Level Target shall be the average of such service measurements for the Nine (9)-Month Measurement Period; and

(3) The Minimum Service Level Target shall be the second lowest service measurement achieved during the Nine (9)-Month Measurement Period; or

(b) If the nine (9) months' of measurements described in section 7.3 Item (a) above do not exist, then the parties shall attempt in good faith to agree on an Expected Service Level Target and a Minimum Service Level Target using industry-standard measures or Third Party advisory services.

(c) If the measurements do not exist and the parties fail to agree in accordance with section 7.3 Item (a) above, then:

(1) Supplier shall begin providing monthly measurements within ninety (90) calendar days after Supplier's receipt of Zeus's written request given pursuant to section 7.3 Item (a) above, subject to agreement on such measurements in accordance with the Change Control Procedure;

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(2) After nine (9) or more actual Service Level Performance measurements have been captured (or should have been captured in accordance with Item (a) and if not, Item (d) shall apply), Zeus may at any time in writing require that the Expected Service Level Target and Minimum Service Level Target Commitments be established in accordance with Item (a) above;

(d) If Supplier fails to provide one (1) or more of the measurements during the Nine (9)-Month Measurement Period to be provided, then the missing measurements shall be constructed as follows:

(1) If one (1) measurement is missing, the missing measurement shall be constructed by using the highest of the eight (8) actual measurements; or

(2) If two (2) or more measurements are missing, the first missing measurement shall be constructed by using the highest of the actual measurements and adding to that measurement 20% of the difference between that measurement and 100% and each of the remaining missing measurements shall be constructed by using the highest of the actual measurements and adding to that measurement 35% of the difference between that measurement and 100%.

For example: If there were seven (7) measurements for a particular Service and the highest of the seven (7) measurements was 95%, then the measurements for the missing two (2) months would be 96.00% (representing 95.00% plus (20% of 5%)) and 96.75% (representing 95.00% plus 35% of 5%)), respectively.

7.4 Service Levels in a Multi-sourced Environment

(a) The Service Levels defined in this Schedule D and relevant Attachments are designed to support the Application Management of the Zeus Groups and related Cross-Functional Services. In the future. Zeus intends to source its Application Management business to two (2) or more suppliers, i.e., a multi-supplier environment. Such a multi-supplier model is likely to require cooperation between suppliers.

(b) Although Zeus has not yet determined either the final number of specific Application bundles or the number of suppliers with whom Zeus may contract for Application Management services, Supplier agrees to cooperate with such Zeus's Application Management providers as requested by Zeus for the purpose of enabling smooth interaction between providers.

8 CRITICAL DELIVERABLES

(a) Certain of Supplier's obligations under the Agreement are one-time or periodic obligations to deliver Critical Deliverables. Critical Deliverables are core components of the Services without which Zeus may not properly receive the benefit of the Agreement. The relevant Attachment 4.1 (Service Levels) or the respective POD sets forth the Critical Deliverable Credits that shall be payable by Supplier to Zeus in the event Supplier fails to deliver any of the Critical Deliverables within the time period specified in the relevant Attachment 4.1 (Service Levels) or the respective Project Order Document.

(b) Supplier acknowledges and agrees that Critical Deliverable Credits shall not be deemed or construed to be liquidated damages or a sole and exclusive remedy or in derogation of any other rights and remedies Zeus has hereunder or under the Agreement.

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(c) Supplier agrees to the amount of the Critical Deliverable Credit which shall be applicable to each Critical Deliverable in accordance with the Agreement or the respective Project Order Document.

(d) Critical Deliverable Credits shall be separate from and not a part of the At-Risk Amount.

(e) Critical Deliverables are not Service Levels.

(f) Critical Deliverable Credits are not Service Level Credits.

(g) Critical Deliverable Credits are not subject to Earnback.

(h) Supplier further acknowledges that there may be occasions during the Term when additional Critical Deliverables may be required to support New Services or different services. In these instances, the parties shall mutually agree to a pool of monies, which Zeus may then allocate among these Critical Deliverables

(i) Supplier shall reflect any Critical Deliverable Credits due to Zeus on the invoice that contains Charges for the month during which the Critical Deliverable Credits were incurred. (For example, the amount of Critical Deliverable Credits payable for failure to deliver any Critical Deliverable(s) in August shall be reflected on the invoice for August charges issued in September.)

9 PAIN SHARE MECHANISM

9.1 General

(a) The painshare mechanism is in addition to the methodology described above and will be used to share responsibility for a Service Level Default either across Supplier and other suppliers that Zeus may engage with that provide Application Management services or where Application Management services contribute to the provision of broader services where Application Management forms a component of those services.

(b) The painshare mechanism will only apply to Service Levels designated as “Common Service Levels”. These will typically be those Service Levels where Application Management forms a component part of the Services that contribute to those particular Common Service Levels. The suppliers, including Supplier, which are designated by Zeus as parties to a Common Service Level, are jointly referred to as “**Application Management Suppliers**”.

(c) This Agreement will not begin its term with any Service Levels designated as Common Service Levels - Common Service Levels will be designated as such through the Service Level change mechanism defined earlier in this Schedule.

(d) The intent of the mechanism is to avoid disagreement with Zeus about which Application Management Supplier is responsible for the failure of a Common Service Level. It is also designed to ensure that Zeus receives the appropriate Service Level Credits from the responsible party/parties.

(e) Where Common Service Levels have a dependency across different Application Management Suppliers, any Service Level Credit will be borne by the responsible party= or parties according to the painshare mechanism. Depending on the particular circumstances of a Service Level Default, the responsibility may be partly or fully borne by Zeus where Zeus is contributing to the component services that form a Common

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Service Level. Where Zeus is deemed to have been fully or partly responsible, Zeus will not be responsible for any Service Level Credits.

(f) In all cases, the At-Risk Amount will be capped, for each Application Management Supplier, to the extent of the At Risk Percent of its own monthly invoice. This is the same cap as for non-Common Service Levels and is not an additional risk pool.

(g) Where an Application Management Supplier can demonstrate unequivocally that it has been unreasonably penalised more than once (i.e., 'double jeopardy') through the Service Level methodology, then Zeus will have the option to decide which Service Level Default shall apply.

9.2 Applicability of the Painshare Mechanism

(a) All Common Service Levels, where they have been designated as such through the Service Level change control mechanism, will be shown on an updated version of the relevant Attachment 4.1 (Service Levels) authorised by Zeus.

(b) Where a Service Level Default of a Common Service Level occurs, and one Application Management Supplier accepts full responsibility, the Service Level process described in this Schedule D will be executed and the painshare mechanism will not operate.

(c) Where a Service Level Default of a Common Service Level occurs, and there is joint responsibility across multiple Application Management Suppliers or Zeus, the responsible parties will agree their percentage responsibility. This percentage responsibility will determine how much of the total Service Level Credits for that Service Level Default is due by the Application Management Suppliers. This determination of the percentage responsibility will be facilitated by the relevant service management body described in the Service Management and Governance Manual.

(d) The total joint responsibility for a Common Service Level Default is 100%. The proportion of this joint responsibility applied to each responsible Application Management Supplier (and Zeus if applicable) will be expressed as a percentage between 1% and 100% as is called "Agreed Percentage Responsibility". The sum of Agreed Percentage Responsibility for all responsible parties must add up to 100%. The Agreed Percentage Responsibility for each party or parties will be multiplied against the percentage value of Invoice shown on the relevant Attachment 4.1 (Service Levels) for each Common Service Level where a default has occurred. The outcome of this calculation will be the actual value of the Service Level Credit incurred by each responsible party except for Zeus.

(e) For example, where the % value of Invoice for a Common Service Level shows 6%, and an Application Management Supplier has accepted 50% responsibility, then the actual Service Level Credit for that Application Management Supplier will be 50% of 6% = 3%.

(f) The initial application of the painshare mechanism will be by the relevant service management body described in the Service Management and Governance Manual. It will ensure that each Application Management Supplier credits Zeus with its appropriate and proportionate share of the Service Level Credit, based on the percentage responsibility. Only under exceptional circumstances, where a dispute is unresolved by the service management body, it may be escalated for resolution by the relevant service management body described in the Service Management and Governance Manual.

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(g) Zeus will automatically be credited the appropriate Service Level Credits for every Common Service Level Default in the month following the notification and reporting of the Default through the process described in this Schedule D, even if a dispute has arisen.

(h) Should Zeus and/or another Application Management Supplier be at fault as determined by the relevant service management body described in the Service Management and Governance Manual, during resolution of a dispute, the appropriate adjustments to the credited Service Level Credits will be reflected on the Invoice(s) of the relevant parties in the month following this resolution.

(i) Supplier acknowledges that the final decision of the relevant service management body described in the Service Management and Governance Manual will be binding on Supplier should they be determined to be at fault, for the allocation of Service Level Credits.

(j) Where no percentage responsibility can be attributed by the relevant service management body described in the Service Management and Governance Manual, or no agreement can be reached between the Application Management Suppliers, to apportion responsibility the Application Management Suppliers will all pay 5% of their monthly invoice capped as described above.

(k) Supplier commits to comply with and execute its role and obligations under the painshare mechanism in accordance with the rules set out in the Agreement.

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Schedule E
Pricing Framework

Master Services Agreement
Application and Technology Management

Agreement No.:	CW43668
First Party:	ZEUS IT
AB	
Second Party:	HCL Technologies Sweden AB
Classification:	Confidential
Date:	2023.06.01

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SCHEDULE E
PRICING FRAMEWORK

1 GENERAL

1.1 Charge Structure

(a) In addition to the requirements specified elsewhere in the Agreement, this Schedule contains pricing and financial provisions.

(b) The Agreement uses the following two types of Charges:

(1) Ongoing Charges; and

(2) Rate Card Charges

(c) The Ongoing Charges include all costs for the required Services described in this Agreement. Ongoing Charges are set out in the relevant Attachment 5.1 (Charges).

(d) The Rate Card Charges include all costs for the required Services described in this Agreement. Rate Card Charges are set out in the relevant Attachment 5.1 (Charges).

(e) Prices are fixed in currencies identified in the relevant Attachment 5.1 (Charges).

(f) The Charges reflect the total costs and risks expected to be borne by Supplier in the provision of the Services.

1.2 General Charging Principles

1.2.1 Charges Are All Inclusive

(a) Supplier has provided:

(1) Ongoing Charges for the Service set out in the relevant Attachment 5.1 (Charges);

(2) Rate Card unit rates as set out in the relevant Attachment 5.1 (Charges)

for each of the components listed in this Schedule.

For the avoidance of doubt there are no separate Charges for the Services described in Attachment C.2 (Process Framework), all costs associated with the delivery of these Services are deemed to be included in the Charges.

(b) The Supplier acknowledges and agrees that the Ongoing Charges and Ongoing Development and Project Charges include all costs for:

(1) All activities in:

(A) Schedule C (Service Delivery Framework);

(B) the relevant Attachment 1 (Service Catalog);

(2) all activities required to achieve the Service Levels described in the relevant Attachment 4 (Performance); and

(3) all other activities required by the Supplier to meet the obligations and duties under this Agreement, unless explicitly stated otherwise.

(c) Notwithstanding that the definitions in Schedule A (Definitions) for each Service included in section 2 Running Services - Ongoing Charges and section 3 Project Services – Rate Card and Other Project-related Charges of this Schedule may reference a specific

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Schedule or element of Service Levels, this in no way limits the applicability of this section 1.2 General Charging Principles of this Schedule.

(d) Zeus must not be charged for the storage of Supplier Data.

(e) For each Charge all activities to deliver are included with the full lifecycle for all elements of the Service, including the creation and setup; the on-going support (including the maintenance, management, operation and support); and at the end of the lifecycle the removal and disposal of that element of the Service. This includes all project management effort required to manage these activities.

(f) All costs for project management activities for Services related to Ongoing Charges and Rate Card Charges (except as included in the Project Order Document) are included in the Charges.

(g) For example, the labour required to support the following activities is included in the appropriate Schedule or other Attachment under this Agreement and included in the respective Ongoing Charge and is not separately chargeable:

(1) Refresh of equipment that Supplier is responsible for, including the disposal of the equipment;

(2) Equipment break / fix that Supplier is responsible for;

(3) Changes within the Zeus organisational structure are accommodated by:

(A) variations in the volume of Resource Units and associated Variable Charge, or

(B) are accommodated in the Fixed Charge (e.g. extra Applications are added, which require support and records to be established on systems, or additional governance staff, etc.)

(C) and do not incur a separate Charge;

(4) All reporting required under this Agreement, including all activities associated with the production, maintenance and addition of reports are included in the Ongoing Charges and does not incur a separate Charge; and

(5) All activities required to meet Supplier responsibilities in regard to software currency, as set out in the relevant Attachment 8 (Software Assets).

1.2.2 Supplier Premises Costs

(a) Supplier shall be responsible for all costs associated with the provision of premises for Supplier employees and are deemed to be included in the Charges. Zeus may at its sole discretion grant Supplier employees limited use of Zeus facilities.

(b) Any such limited use of Zeus premises granted by Zeus to Supplier employees may be revised and/or revoked as considered appropriate by Zeus at Zeus's sole discretion.

1.2.3 Unusual Travel and Living Expenses

(a) Travel and living expenses are included in the Ongoing Charges and the Rate Card Charges.

(b) Costs and expenses incurred for or related to travel or living expenses in providing the related Services are only reimbursable by Zeus if:

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(1) Zeus requires Supplier to travel from the Site where they normally perform the service delivery to abroad destinations, and

(2) Zeus specifically approves that travel cost be incurred (which will be agreed on an exceptional basis).

(c) Zeus will only pay additional costs for travel in relation to Project Services provided that such costs are preapproved by Zeus and in compliance with Zeus's travel policy as stated in Schedule G (Zeus Policies and Procedures).

(d) Zeus will only approve travel and living expenses that are permitted in Schedule G (Zeus Policies and Procedures) as amended over time. Such approval is not to be unreasonably withheld or delayed.

(e) Reimbursement will be limited to actual expenditure consistent with those permitted in Schedule G (Zeus Policies and Procedures) Policy document 'Zeus Group travel Policy' and in all cases must be supported by copies of the original vouchers (if so requested by Zeus) or approved by the Zeus management on an exceptions basis if the copy of the original voucher is not available.

2 RUNNING SERVICES - ONGOING CHARGES

2.1 General

(a) The Agreement uses the Fixed Charge and Variable Charge model as the pricing approach. The sum of the Fixed Charges and Variable Charges represent the Ongoing Charges.

(b) This section 2 (Running Services – Ongoing Charges) and the relevant Attachment 5.1 (Charges) sets out the Ongoing Charges for the following Services:

(1) Application Maintenance and Support Services;

(2) Minor Enhancements Services.

(3) Service Variants

2.2 Application Maintenance and Support Services

2.2.1 Application Maintenance and Support Ongoing Charge

(a) Pricing for Applications Maintenance and Support Services is on a Fixed Charge basis and includes all Supplier costs associated with the delivery of the Application Maintenance and Support Services solution without exception during the month.

(b) The charge for each Application will be invoiced monthly in aggregation as agreed by the parties, at the Fixed Charge for the Application (Application Charge) as set out in the relevant Attachment 5.1 (Charges).

2.2.2 Nature of the Fixed Charge

(a) The Application Maintenance and Support Ongoing Charge covers the provision of Application Maintenance and Support Services for the Supported Applications included on the Commencement Date and as amended over the Term of the Agreement.

(b) Except for the bases explicitly stated in this Agreement the Applications Maintenance and Support Ongoing Charge shall not vary irrespective of any change in the underlying volume of Incidents, the number of Zeus employees or Zeus stores, or any change in Zeus store locations or geographies, or any other factor.

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(c) There shall be no Charges associated with an Application until Zeus has agreed that Supplier has completed knowledge transfer activities for such Application (the "Knowledge Transfer Completion Date").

2.2.3 Onsite/Nearshore/Offshore Mix

2.2.3.1 Minimum Onsite Resource

Supplier resources providing Application Maintenance and Support Services shall be allocated as a combination of Onsite resources, Offshore resources and Nearshore resources at the percentage range and number of allocated resources for each Mode of Delivery. Supplier shall not deviate from the minimum allocated percentage ranges or minimum number of allocated resources for each Mode of Delivery without obtaining Zeus's prior written approval. Such approval shall not be unreasonably withheld and shall be subject to Zeus's overall assessment of Supplier performance. Furthermore, such approval shall at all times be conditioned upon that the Application Maintenance and Support Services does not deteriorate from the performance levels at the time when such approval was submitted

2.2.3.2 Below Expected Service Level Targets

(a) In the event that Supplier has failed to meet any of the Expected Service Level Targets for Critical Service Levels or any Minimum Service Level Targets attributable to the Application Maintenance and Support Services during three (3) consecutive months, Zeus may reasonably request Supplier to increase the number and/or percentage of Onsite resource for the affected Platform Area / Domain(s).

(b) Supplier must comply with such a request and is not entitled to make a Request for Change to the Application Maintenance and Support Ongoing Charges due to an increase in the Onsite resources.

(c) Failure by the Supplier to comply with such a request within two (2) weeks shall result in a ten (10) percent reduction in the Application Maintenance and Support Ongoing Charges for the affected Platform Area / Domain until Supplier complies with said request.

(d) Zeus must provide such a request in writing and Supplier shall fulfil the request by increasing the percentage of Onsite resources for at least six (6) Measurement Periods or until Supplier has met all the Minimum Service Level Targets attributable to the Application Maintenance and Support Services during three (3) consecutive months.

2.2.3.3 Exceeding Expected Service Level Targets

(a) In the event that Supplier has exceeded the Expected Service Level Target prescribed for the Application Maintenance and Support Services during three (3) consecutive months, Zeus may request Supplier to enter into discussion to reduce the Application Maintenance and Support Ongoing Charge for the affected Application(s).

(b) The parties shall agree any changes in a mutually beneficial manner and in accordance with the Contract Change Procedure.

2.2.4 Removal of an Application

(a) If an Application is removed from the list of Supported Applications defined in the relevant Attachment 8 (Software Assets), the Application Maintenance and Support

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Ongoing Charge will be reduced by the Application Charge applicable to that Application, as set out in the relevant Attachment 5.1 (Charges).

(b) Should Zeus request an Application to be removed from the list of Supported Applications, Zeus shall be required to provide the Supplier a minimum of three (3) months' notice in writing. Such notice should include the effective date for removal of the Application.

(c) Provided Zeus has provided Supplier with the notice described in paragraph 2 of this section, Supplier is not entitled to invoice any additional charges, including termination charges or other costs associated with the removal of the Application.

(d) In the event that Zeus has not provided the Supplier with the minimum notice described in paragraph (b) of this section, the following shall occur:

(1) After the effective date for the removal of the Application Supplier may invoice Zeus a onetime payment, determined as follows and limited to:

(A) the product of:

(i) the minimum notice described in paragraph (b); less

(ii) the actual notice provided (measured from the date of the written notice was provided to the effective date specified for removal of the Application in the said notice);

(B) the Application Charge associated with the removed Application.

(e) With effect from the effective date for the removal of an Application from the list of Supported Applications the following shall be updated in accordance with the Contract Change Procedure:

(1) the Application Charge in the relevant Attachment 5.1 (Charges) shall be removed; and

(2) the record of the Application in the relevant Attachment 8 (Software Assets) shall be removed.

2.2.4.1 Reduction in Charges

The reduction in Charges due to the removal of an Application from the list of Supported Applications in the relevant Attachment 8 (Software Assets) must be reflected in the first monthly invoice following the effective date for the removal of that Application, on a pro-rated basis effective from the day in which the Application was removed during the month.

2.2.4.2 No Relief

In completing the removal of an Application, Supplier shall not be relieved from any of the requirements in this Agreement.

2.2.5 Addition of an Application

(a) If a New Application is added to the list of Supported Applications, the following must occur in order for the parties to agree any change to the Application Maintenance and Support Ongoing Charge:

(1) During the six (6) months following the date that the New Application is promoted into the Production Environment, Supplier must complete an initial baseline of

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the Application Maintenance and Support hours required to support the New Application ("New Application Baseline");

(2) Upon completion of the New Application Baseline, Supplier must provide Zeus with details of the baseline of the Application Maintenance and Support for that New Application, including details of:

(A) the number of hours spent by Supplier employees to support the New Application during the New Application Baseline period; and

(B) Supplier's recommended number of hours required to support the New Application on an ongoing basis.

The Supplier shall provide details by location and the resource type mapped to the Zeus Job Titles for the number of support hours identified in paragraphs (a).(2).(A) and (a).(2).(B) above.

(b) Thereafter, the parties shall meet and review the New Application Baseline and agree the Application Charge attributable to that New Application, which shall represent the lesser of:

(1) the New Application Baseline multiplied by the Rate Card Charges unit rates, less five (5) percent;

(2) a reduced New Application Baseline, adjusted for the factors identified in paragraph (c) below, multiplied by the Rate Card Charges unit rates, less five (5) percent;

(3) a lesser amount agreed by the parties.

(c) The New Application Baseline is however capped in accordance with the following:

(1) for New Applications developed by a Third Party for Zeus (excluding Commercial Off-the-Shelf (COTS) Software), be agreed by the parties based upon the New Application Baseline; subject to the following:

(A) that the Application Charge shall be capped at twenty (20) percent of the effort of the Third Party in developing that New Application (being the third party's cost of development based on the number of hours required by that Third Party to develop that Application); and

(B) If the New Application Baseline exercise identifies that the cost of supporting the New Application is greater than twenty (20) percent of the Third Party's effort to develop that New Application, Supplier shall develop a plan, within thirty (30) days of the completion of that New Application Baseline, to reduce the cost of providing that support below twenty (20) percent within a timeframe agreed by the parties;

(2) for New Applications developed as part of the Project Services or for any New Applications being promoted to the Production Environment, be agreed in writing by the parties and based upon the New Application Baseline, provided that the Application Charge attributable to that New Application shall be no more than fifteen (15%) percent of the Development Effort of that New Application;

(d) Once the parties have agreed the Application Charge for the New Application the Application Maintenance and Support Ongoing Charge in the relevant Attachment 5.1 (Charges) shall be updated by adding a new record with the agreed Application Charge for the New Application in accordance with the Contract Change Procedure.

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Amendments to Contract Years that follow the Contract Year in which the Application was added shall include any reductions over time, which are implied by the year on year changes in the Charges

(e) In the interim from when the New Application is promoted into production and from when the parties agree the Application Charge to support this Application, the following shall occur:

(1) Supplier shall propose to Zeus an interim Application Charge which represents the Supplier's best estimate of the effort required to support this Application;

(2) Supplier shall invoice the interim Application Charge until such point as the parties agree the Application Charge for the New Application;

(3) Following such agreement on the Application Charge, the interim Application Charge shall cease to be invoiced; and

(4) Immediately following agreement on the Application Charge for the New Application, Supplier shall make a reconciliation adjustment to the next invoice whereby any overpayment or underpayment based upon the difference between the interim Application Charge and the agreed Application Charge is applied to the invoice and the length of time the interim Application Charge was invoiced.

2.2.6 Level of Service Change

2.2.6.1 General

(a) Zeus may at its sole discretion decide to change the level of service which an application receives by providing a one (1) month's notice period. In such circumstances, the requirements of this section 2.2.6 Level of Service Change shall apply.

(b) Any changes must be approved in accordance with the Contract Change Procedure and the list of Supported Applications will be updated accordingly.

(c) Except for Applications being supported in accordance with one of the DevOps Service Variants the following shall apply.

2.2.6.2 Move to Service Level 1

Where an Application is currently receiving Service Level 2 level of service, as described in Schedule D (Performance Framework), and Zeus request that the Application receive Service Level 1 level of service the following shall occur:

(a) Supplier shall multiply the Application Charge associated with the Application which is to have a change in the level of service by thirty (30) percent;

(b) Increase the Application Charge in the relevant Attachment 5.1 (Charges), by adding the amount calculated in paragraph (a) of this section to the existing Application Charge

2.2.6.3 Move from Service Level 1

Where an Application is currently receiving Service Level 1 level of service, as described in Schedule D (Performance Framework), and Zeus request that the Application receive Service Level 2 level of service the following shall occur:

(a) Supplier shall multiply the Application Charge associated with the Application which is to have a change in the level of service by the results of the following formula:

$$1 - (1 \div (1 + n))$$

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Where:

n = the percent set out in paragraph 1.1 of section 2.2.6.2 Move to Service Level 1;

(A) Reduce the Application Charge in the relevant Attachment 5.1 (Charges), by subtracting the amount calculated in paragraph (a) of this section from the existing Application Charge;

2.2.6.4 Move Between Service Level 2 and Service Level 3

(a) Where an Application is currently receiving Service Level 3, as described in Schedule D (Performance Framework), and Zeus requests that the Application receive Service Level 2 level of service the following shall occur:

(1) Supplier shall multiply the Application Charge associated with the Application which is to have a change in the level of service by four (4) percent;

(2) Increase the Application Charge in the relevant Attachment 5.1 (Charges), by adding the amount calculated in paragraph (a).(1) of this section to the existing Application Charge.

(b) Where an Application is currently receiving Service Level 2 level of service, as described in Schedule D (Performance Framework), and Zeus request that the Application receive Service Level 3 level of service the following shall occur:

(1) Supplier shall multiply the Application Charge associated with the Application which is to have a change in the level of service by the results of the following formula:

(A) $1 - (1 \div (1 + n))$

Where:

n = the percent set out in paragraph (a).(1) of section 2.2.6.2 Move to Service Level 1;

(i) Reduce the Application Charge in the relevant Attachment 5.1 (Charges), by subtracting the amount calculated in paragraph (b)(1) of this section from the existing Application Charge

2.2.7 Annual Price Correction Meeting

2.2.7.1 Significant Changes in the Costs

(a) The parties agree that the intention is that the Application Maintenance and Support Ongoing Charge shall be valid throughout the Term without any modifications besides the annual reduction in accordance with the relevant Attachment 5.1 (Charges), inflation, introduction of new applications, and changes in Service Levels or other circumstances set out in this Agreement upon which the parties may agree changes to the Charges, through the Contract Change Procedure.

(b) However, if changes occur, as per below, that has significant impact on the cost drivers, the parties agree to modify pricing in the Annual Price Correction Meeting (as defined below) in accordance with and only to the extent as regulated in this section.

(c) Before the anniversary of each Contract Year the Supplier may call for a meeting (the "Annual Price Correction Meeting"), to be held at Zeus premises, with the purpose to agree the Application Maintenance and Support Ongoing Charge for the following and

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subsequent Contract Years, provided that the annual reduction percentage in accordance with the relevant Attachment 5.1 (Charges) shall be applied to the new amount for subsequent Contract Years.

(d) Not later than one (1) month before such meeting the Supplier shall provide to Zeus its detailed Charge change proposal in line with the limitations set out in section 2.2.7.2 Increased Complexity, the reasons, all evidence and any other argumentation that Supplier will rely on.

(e) The meeting must take place not later than one (1) month before the start of the subsequent Contract Year. If Supplier does not call for a meeting in a timely manner in line with the above regulation the opportunity to propose increases to the Application Maintenance and Support Ongoing Charge for the subsequent Contract Year shall be considered closed.

(f) The Supplier will define the increased effort as an amount representing the product of the monthly hours increase and the Rate Card rates using relevant Zeus Job Titles and finally apply a 6% discount to account for the increased utilization.

(g) In the event Supplier recommends increases to the Charges, Supplier will also recommend opportunities to reprioritize work to avoid increases to the Charges, wherever possible.

(h) Zeus may call for an Annual Price Correction Meeting with the corresponding purpose and with the time limitations as set out above, provided that such meeting only can result in an Application Maintenance and Support Ongoing Charge decrease or remain unchanged. If Zeus calls for such a meeting the invitation shall contain any request for Supplier data (excluding Supplier's cost data, such as salary costs, operational expenses etc.) that might be needed to substantiate the request for the Application Maintenance and Support Ongoing Charge decrease. Such Supplier data shall not be unreasonably withheld. The meeting invitation shall be sent not later than one (1) month before such meeting and the Supplier shall provide the Supplier data not later than ten (10) business days after receipt of the invitation."

2.2.7.2 Increased Complexity

If Zeus has requested and the Supplier, or a third party has provided Enhancement work that has had significant impact on the effort required to deliver the Application Maintenance and Support Service, and if delivered by the Supplier, such effort impact has been identified and quantified by the Supplier in its Project Order Proposal and thereon after agreed as a maximum impact amount in the Project Order Document, Supplier and/or Zeus may request, changes to the Application Maintenance and Support Ongoing Charge in accordance with the regulations in section 2.2.7.3 Increase of Application Maintenance and Support Ongoing Charge and section 2.2.7.4 Decrease of Application Maintenance and Support Ongoing Charge.

2.2.7.3 Increase of Application Maintenance and Support Ongoing Charge

The Supplier may only propose an increase to the Application Maintenance and Support Ongoing Charge if,

(a) The Supplier is able to demonstrate and provide evidence of a direct relationship between the Major Enhancement and the direct cost driver impact, and

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(b) The proposed increase is derived from changes in technology, or changes outside of the Supplier's control, or increased number of interfaces or user interfaces, increased number of application instances or increased number of database instances, and

(c) The Supplier is able to demonstrate and provide evidence that the Supplier has taken all necessary actions to proactively avoid or mitigate the proposed increase, wherever possible, and

(d) The Supplier is able to demonstrate and provide evidence that there is no opportunity remaining to reallocate work within the total awarded volume of the Application Maintenance and Support Service to avoid or mitigate the proposed increase, and

(e) If a Major Enhancement is delivered by Supplier, the proposal is not greater than the amount identified in the Project Order Document as applicable.

2.2.7.4 Decrease of Application Maintenance and Support Ongoing Charge

(a) The Supplier must and Zeus may propose a decrease to the Application Maintenance and Support Ongoing Charge if Enhancements has been performed with the effect, directly or indirectly, that the effort necessary to deliver the Application Maintenance and Support Service has been reduced.

(b) For the avoidance of doubt, the calculation methodology for an Application Maintenance and Support Ongoing Charge increase shall be applied mutatis mutandis for an Application Maintenance and Support Ongoing Charge decrease.

3 PROJECT SERVICES – RATE CARD AND OTHER PROJECT-RELATED CHARGES

3.1 General

In the delivery of Project Services, the Supplier:

(a) must do so in accordance with the agreed Project Order Document and the requirements as set forth in Attachment C.3 (Project Framework) and using the Supplier employees with the Zeus Job Titles set out in the relevant Attachment 5.1 (Charges); and

(b) acknowledges that the Zeus Job Titles reflect the differences in duties and responsibilities, skills and ability and experience of each of the Supplier employees that may be utilized in completing the Project Services.

3.1.1 Preferred Form of Pricing and Estimates

The Charges associated with the relevant Project Services shall be documented in the Project Order Document and can be based either on:

(a) the Rate Card Charges,

(b) a fixed price,

(c) consumption according to the relevant Variable Charge for the Service Variant in scope (if applicable), or

(d) a combination of the foregoing different models.

(e) If Zeus elects to accept Project Services completed on a fixed price proposal, then the requirements in this Agreement relating to fixed price shall apply.

(f) If Zeus elects to accept Project Services completed on a time and materials basis the requirements in this Agreement relating to Rate Card Charges shall apply.

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(g) If Zeus elects to accept Project Services completed on consumption-based basis then the requirements in this Agreement relating to Variable Charges shall apply.

(h) For Project Services that are charged on a:

(1) consumption-based basis then Supplier will invoice the amount of consumed Service Variants at the unit price stated in the relevant Attachment 5.1 (Charges)

(2) fixed price basis, Supplier must not invoice Zeus more than the fixed price included in the Project Order Document;

(3) time and materials basis, Supplier must not invoice Zeus more than the estimate included in the Project Order Document. Supplier may need to revise the estimate included in the Project Order Document from time to time. Any increase to the estimate must be approved in accordance with this Agreement (including Attachment C.4 (Project Framework) and the Change Control Procedure).

(i) In the event that an amount is invoiced for the Project Services which is in excess of the fixed price or the time and materials estimate included in the Project Order Document, Zeus may refuse to pay the amount invoiced in excess of the said amount.

3.1.2 Onsite/Nearshore/Offshore Resource Mix

(a) Supplier employees utilized for Project Services shall be allocated as a combination of:

(1) Onsite resources;

(2) Nearshore resources; and

(3) Offshore resources;

at the percentage range documented as “the agreed target” for the Project Services in the Project Order Document.

(b) If the Onsite/Nearshore/Offshore mix deviates from the agreed target in the Project Order Document for any Project Services to be completed on a time and materials basis, Supplier shall charge these resources at:

(1) the rates for the target Onsite/ Nearshore/Offshore resource mix times the rate specified for the applicable role and seniority level;

The difference between the amounts charged by Supplier for the Project Services and the amounts payable by Zeus after the adjustment described in this section (b) shall be credited to Zeus on the invoice following the adjustment.

(c) Supplier shall provide a monthly report that details the Onsite/ Nearshore/Offshore mix for each Project Order Document.

(d) For Project Services completed on a fixed price basis, Supplier bears all financial risk related to the agreed Onsite/ Nearshore/Offshore mix.

3.1.3 Payment-based Milestones

(a) The parties shall specify any agreed Payment-based Milestones for the Project Services in the Project Order Document.

(b) If Supplier fails to meet the Acceptance Criteria for any Payment based Milestone by the date specified for that Payment-based Milestone in the Project Order Document, Zeus shall not be required to pay the Milestone Amount until the Acceptance Criteria have been met and this has been approved in writing by Zeus.

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(c) The parties agree that the Milestone Amount shall reflect the accrued but not yet invoiced Charges that Supplier has incurred in performing the Project Services in relation to the related Payment-based Milestone.

(d) After the Acceptance Criteria have been met and have been approved in writing by Zeus, the Payment-based Milestone shall be deemed to have been achieved by Supplier. Supplier may invoice Zeus for the Milestone Amount specifically related to such Payment-based Milestone which Zeus has approved.

(e) Supplier is not entitled to charge Zeus any interest or other costs due to delay in the payment of the Milestone Amount, where the payment was withheld until Acceptance Criteria were met by the Supplier and written approval was provided by Zeus.

3.1.4 Consumption-based Payment

(a) Supplier shall measure consumption of Service Variants each month on the 15th of that month

(b) Any deviations at the beginning or end of each month shall have no impact upon consumption measurement or invoicing

3.1.5 Changing Service Variants being consumed

Zeus retains the right to modify which Service Variants are being consumed per Application as follows:

(a) The initial collection of Service Variants will be included in the Project Order Document that initiates the Project Services.

(b) With a notice period of 1 month, Zeus may elect to discontinue consumption of the initial Service Variants and migrate to other available Service Variants, e.g. Product Engineering to Product Operations.

(c) Charging at the unit rates appropriate to the initial Service Variants shall continue until the end of the notice period.

(d) Thereafter Suppler shall make the necessary modifications to its delivery as appropriate for the elements of the new Service Variant.

(e) Applications that previously did not include a Service Support Level must be assigned a Service Support Level (SL1, SL2 or SL3). Thereafter all Service Levels applicable for Running Services shall apply.

(f) Invoicing of the Charges for the target Service Variants shall commence at the end of the notice period stated above.

3.2 Rate Card Charges General

(a) This section describes the Rate Card Charges for Project Services.

(b) The Project Order Document shall set out the basis of the applicable Rate Card Charges for the Project Services:

3.3 Minor Enhancements Service

3.3.1 General

Supplier must provide the following details when seeking approval for Charges that shall be invoiced as a Minor Enhancement Service:

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(a) an estimate of the Minor Enhancement hours or the fixed price (as applicable);

(b) a defined scope;

(c) a defined start and end date;

(d) demonstrate it is not a project to address work required to rectify the Supplier's nonperformance of its obligations under the Agreement;

The Minor Enhancements Service billable Charges within this Agreement are defined as follows:

3.3.2 Minor Enhancement Fixed Service

(a) Pricing for Minor Enhancement Fixed Service is on a fixed price basis and includes all Supplier fixed costs associated with the delivery of the Minor Enhancement Service solution, without exception, during the month.

(b) The Charges for Minor Enhancement Fixed Service will be invoiced monthly as set out in the relevant Attachment 5.1 (Charges).

3.3.3 Minor Enhancement Variable Service

(a) Pricing for Minor Enhancement Variable Service is on a per Minor Enhancement Hourly Rates basis and includes all Supplier variable costs associated with the delivery of the Minor Enhancement Service solution without exception for all Running Services during the month.

(b) The charges for Minor Enhancement Variable Service will be invoiced monthly and calculated as the number of Minor Enhancement hours consumed during the month multiplied by the Charge for Minor Enhancement Variable Service as set out in the relevant Attachment 5.1 (Charges).

(c) Supplier may, for each Minor Enhancement Service, only invoice Zeus the lesser of the following:

(1) The actual number of Minor Enhancement hours expended by Supplier; or

(2) The number of Minor Enhancement hours approved by Zeus; or

(3) One hundred and sixty (160) hours.

3.3.4 No Change to the Application Maintenance and Support Ongoing Charge

Supplier shall under no circumstances initiate the Contract Change Procedure to request changes to the Application Maintenance and Support Ongoing Charge as a consequence of a Minor Enhancement Project.

3.3.5 Onsite/Offshore Mix

3.3.5.1 Minimum Onsite Resource

The Supplier resources providing Minor Enhancement Services shall be allocated as a combination of Onsite resources, Offshore resources and Nearshore resources at the percentage range and number of allocated resources for each Mode of Delivery set forth in the relevant Attachment 5.3 (Personnel Projection Matrix). Supplier shall not deviate from the minimum allocated percentage ranges or minimum number of allocated resources for each Mode of Delivery without obtaining Zeus's prior written approval. Such approval shall not be unreasonably withheld and shall be subject to Zeus's overall assessment of Supplier performance. Furthermore, such approval shall at all times be conditioned upon that the Minor

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Enhancement Services does not deteriorate from the performance levels at the time when such approval was submitted.

3.3.5.2 Below Expected Service Level Targets

(a) In the event that Supplier has failed to meet the Expected Service Level Target prescribed for Minor Enhancement Services, Zeus may reasonably request Supplier to increase the number and/or percentage of Onsite resources for the affected Domain(s)/Platform Area(s).

(b) Supplier must comply with such a request and is not entitled to initiate the Contract Change Procedure to suggest a change to the Ongoing Charges due to an increase in the Onsite resources.

(c) Failure by the Supplier to comply with such a request within two (2) weeks shall result in a ten (10) percent reduction in the Ongoing Charges associated with the Minor Enhancement Service for the affected Domain/Platform Area until such point as the Supplier complies with the said request.

(d) Zeus must provide such a request in writing and the request will remain valid for a period of at least six (6) months but in no event be revoked before Supplier has met the Minimum Service Level Target prescribed for the Minor Enhancement Service during three (3) consecutive months.

3.3.5.3 Exceeding Expected Service Level Targets

(a) In the event that Supplier has consistently exceeded the Expected Service Level Target prescribed for the Minor Enhancement Services, Zeus may at its sole discretion request Supplier to enter into discussion to reduce the Ongoing Charge for the affected Application (s).

(b) The parties shall agree any Changes in a mutually beneficial manner and in accordance with the Contract Change Procedure.

3.4 Calculation of Rate Card Charge

3.4.1 Project Services Charged on a Rate Card Basis

(a) Zeus has the sole discretion in determining whether a resource will be engaged on an hourly or daily basis.

(b) Where a resource has been engaged for a day, the Charge that will apply will be based upon the Daily Rate for that Zeus Job Title.

(c) Where a resource has been engaged initially on an hourly basis and works more than the standard working day in hours, the Charge that will apply will be based upon the Daily Rate for that Zeus Job Title, unless Zeus has specifically requested the resource in writing, who is working on an Zeus-managed project, to work for more than standard working day in hours. In that case Hourly Rates will apply.

(d) For the avoidance of doubt the Rate Card Charges and Out-of-Pocket Expenses are the sole compensation which is available to Supplier for Project Services charged on a Rate Card basis.

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3.4.2 Rates Determined by Where Work is Performed

(a) The country Rate Card rate that is applicable is determined by where the work is performed, unless Zeus specifically requests resources from another country Rate Card to perform Project Services onsite, in which case Zeus shall compensate for costs related to travel and accommodation and reasonable Out-of-Pocket Expenses (all in line with the Zeus Travel Policy). For clarity, Offshore country(ies) may apply both Onsite and Offshore Rate Cards. In such case, the Onsite Rate Card shall apply to Project Services performed and invoiced domestically.

(b) Offshore resources cannot under any circumstances be charged at the Onsite Rate Card rate.

3.4.3 Seniority of Resources

Where, by the start of the Project Services, Supplier is unable to provide the seniority level agreed for any Zeus Job Title, Supplier must provide a more senior resource to fill that role (i.e. if a senior resource was requested and not available, Supplier must provide an expert resource). The more senior resource must be provided and invoiced at the lower rate of the resource originally requested.

3.4.4 Travel Expenses

(a) Travel time is included in the Hourly Rate

(b) Travel and living expenses may only be charged for Project Services in accordance with section 1.2 General Charging Principles.

4 VOLUME DISCOUNT ON SUPPLIER REVENUE

(a) Zeus will receive a discount on the Charges volumes in accordance with the relevant Attachment 5.1 (Charges) worksheet “Revenue-VolDiscount”.

(b) Each month the appropriate volume discount percentage to be applied is determined by reference to the total Spend, including:

(1) All Charges for all Service Variants

(2) All project Charges, either Fixed Charges or Rate Card Charges

(3) All Charges going through a broker setup

(4) All Charges still connected to the previous MSA

(c) The Spend is represented as an annualised value and is calculated in accordance with paragraph (d)or paragraph (e) of this section.

(d) The Spend for the first Contract Year shall be based upon the total of invoiced Charges from Effective Date (i.e. the start of Services under this Agreement) to the current month, converted into an annualised value. For example, SEK 2,000,000 spent over the four (4) months since Effective Date would equate to SEK 6,000,000 when annualised.

(e) The Spend following the expiry of the first Contract Year (i.e. for Services delivered in Contract Year 2 and onwards) will be based upon a rolling 12 month cumulative spend. For example, the period of 1 April 2023 to 31 March 2024 would be the period in which Spend was summed for assessing the discount to be applied to the April 2024 invoice.

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5 FORECASTING PROCEDURES

5.1 Resource Forecasts

5.1.1 Minor Enhancement Forecasts

(a) On a four-monthly basis Zeus shall work with Supplier to produce an updated forecast which estimates the consumption of Minor Enhancement hours for the next twelve (12) months.

(b) If forecast volumes are expected to vary materially, Zeus may issue a revised forecast.

(c) The forecast referred to in paragraph (a) of this section, does not constitute a commitment by Zeus to purchase the volume of Minor Enhancement hours described within the forecast.

5.2 Resource Availability

5.2.1 Minor Enhancements Resource Availability

(a) Supplier is required to ensure that sufficient Supplier employees are available to meet the forecasted volumes, Service Levels and all other requirements under this Agreement.

(b) Zeus may, in order to meet the business needs of the Zeus Group, ask Supplier to provide resources to complete urgent requests for Minor Enhancement Services in excess of the levels of services described in this Agreement. Zeus shall make such requests in good faith and Supplier shall use best commercial endeavours to comply with such requests and with all requirements of this Agreement.

(c) Supplier must ensure compliance with the requirements of section 3.3.5 Onsite/Offshore Mix.

5.2.2 Project Services - Resource Availability

5.2.2.1 Resource Availability and Forecasts

(a) If the Project Services require additional Dedicated Staff for the Services described in the Project Order Document, Supplier must in order to comply with the requirements of this Agreement provide all additional Dedicated Staff required no later than:

(1) by the maximum number of days set out in Additional Dedicated Staff matrix described in the relevant Attachment 5.1 (Charges). The start date for measuring the number of days is from when the Project Order Document was approved by Zeus, or

(2) the date specified in the Project Order Document;

whichever is later.

(b) Zeus may in order to meet the business needs of the Zeus Group, ask Supplier to provide resources to complete urgent requests for Project Services in excess of the levels of services described in this Agreement. Zeus shall make such requests in good faith and Supplier shall use best commercial endeavours to comply with such requests and with all requirements of this Agreement including those for urgent projects, as set out in Attachment C.3 (Project Framework).

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5.2.2.2 Zeus Job Titles

Subject to the requirements of section 3 Project Services – Rate Card and Other Project-related Charges, Supplier must provide resources as requested by Zeus for the Zeus Job Titles set out in the Rate Card.

5.2.3 Unit Prices Do Not Change

Subject to section 2 Running Services - Ongoing Charges, all unit pricing for Charges provided in the relevant Attachment 5.1 (Charges) shall not change over the Term of the Agreement due to any variance in Non-Committed Resource Baseline volumes, forecasts, or other activity.

5.2.4 Resource Unit at Zero Volume

(a) If the utilization of a Resource Unit in a Platform Area / Domain moves to a volume of zero then the following shall apply:

(1) there shall be no Ongoing Charge for that particular Resource Unit;

(2) Zeus at their sole discretion:

(A) may agree to pay Supplier any unavoidable costs associated with this Service and upon such agreement, that the Fixed Charge and Variable Charge associated with the Resource Unit at zero volume must be removed from the relevant Attachment 5.1 (Charges), and

(B) where Zeus pays Supplier unavoidable costs in accordance with paragraph (A), such payment shall be the sole payment due to the Supplier for the removal of the Resource Unit.

(b) Should the parties fail to reach agreement with regard to the application of the provisions of paragraph (a) of this section within 45 days of first entering into discussions, the matter may be referred to arbitration in accordance with section 38 of the MSA.

5.3 CHANGES TO RESOURCE BASELINES

(a) Zeus may, once per year elect to add or remove a Charge for a Running Service for purposes of reallocating the pricing under the Agreement without changes in scope, provided in such event the aggregate monthly Ongoing Charges for all Running Services shall not be changed as a result of such re-allocation.

(b) Upon notice from Zeus of such election, the parties shall promptly agree on an appropriate adjustment to the Charges, including revised Fixed Charges, Variable Charges, Resource Units, for the applicable Running Service, provided in such event the aggregate monthly Ongoing Charges for all Running Services shall not be changed as a result of such re-allocation.

(c) If Zeus's changes pursuant to the above require that Supplier recalculate pricing for more than fifteen (15) percent of the Charges (that is, measured by the invoiced amount of the Running Service, and not by the count of volume of the Running Service) in any year, Supplier's effort in recalculating the Fixed Charges, Variable Charges, Non-Committed Resource Baselines, and Resource Units for the quantity above fifteen (15) percent will be treated as a Project Service and Supplier must provide the required information set out in Attachment C.3 (Project Framework).

(d) Any change to the Charges made in accordance with this section, must be approved by Zeus using the Contract Change Procedure.

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6 INVOICING AND PAYMENT

6.1 Proration at Contract Start and End

The monthly Ongoing Charges for the first and last months of the Term in which such Charges are owed to Supplier under the Agreement will be prorated on a per diem basis based on the number of days the applicable Services are provided by Supplier to Zeus in that month.

6.2 Accurate Resource Unit Measurement, Invoicing and Reporting

6.2.1 Invoice Accuracy

(a) Zeus considers the accuracy of the Resource Unit measurement, invoicing and associated invoice reporting to be of paramount importance. The factors all affect the amount that Zeus pays the Supplier and Zeus's ability to recharge costs within the Zeus Group.

(b) For the purposes of this section 6.2 Accurate Resource Unit Measurement, Invoicing and Reporting where an audit conducted, reveals a material difference between the Resource Unit volumes in the audit and those provided by the Supplier in any of the following:

(1) Resource Unit Volumes provided in an invoice regardless of whether an invoice was disputed or undisputed;

(2) Resource Unit volumes provided in a Recharge Report;

(3) Resource Unit volumes in a Supplier provided reporting portal;

(4) the invoice shall be deemed to be an inaccurate invoice upon such discrepancies being notified to Supplier.

(c) An invoice shall also be deemed to be an inaccurate invoice if any of the following occur:

(1) An invoice fails to reconcile exactly to the Recharge Report for the same period;

(2) Supplier fails to provide a Recharge Report within the time set out under this Agreement;

(3) Supplier fails to provide a Recharge Report in a form that meets all of the requirements for a Recharge Report, as set out in section 10 Chargeback of this Schedule E (Pricing Framework);

(4) Supplier fails to provide an invoice that meets all of the requirements set out in section 6 Invoicing and Payment of this Schedule E (Pricing Framework).

6.3 Monthly Invoice and Associated Reporting

(a) In reasonable portions during the 2nd Business Day of each month, Supplier must present Zeus with an invoice (and associated invoice specifications) for the preceding month. The invoice shall be based upon the following requirements:

(1) The Ongoing Charges for the month must be based upon the Resources Unit volumes measured during the same month. The time at which or the time period over which a Resource Unit is to be measured is set out for each Service in section 2.0 Running Services - Ongoing Charges.

For example, for the month from the 1st of November to the 30th of November, the Resource Units used to calculate the Ongoing Charges would be measured 1st

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of November to the 30th of November. The actual point during the month in which the Resource Units are measured is set out in section 2.0 Ongoing Charges.

(2) Any adjustment due in accordance with paragraph (e) of section 2.2.5 Addition of an Application for the preceding month;

(3) Rate Card Charges on a time & materials basis for the preceding month;

(4) Rate Card Charges on a Fixed Price basis:

(A) Where Payment-based Milestones have been agreed in the Project Order Document, only if the requirements of section 3.1.3 Payment-based Milestones have been met, or

(B) Where no Payment-based Milestones have been agreed in the Project Order Document, when the amount falls due,

for the preceding month;

(5) Any credit due under section 3.1.2 Onsite/Nearshore/Offshore resource mix for the preceding month;

(6) Out-of-Pocket Expenses for the preceding month;

(7) When a Service Level Credit becomes payable, it shall be applied to the invoice, in accordance with the provisions of Schedule D (Performance Framework);

(8) When a Critical Deliverable Credit becomes payable, it shall be applied to the invoice, in accordance with the provisions of Schedule D (Performance Framework);

(9) When an Invoicing Critical Deliverable Credit becomes payable, it shall be applied to the invoice, in accordance with the provisions of this Schedule E (Pricing Framework);

(b) Supplier must also provide the following information in support of each Invoice:

(1) Service Level Credits incurred in the preceding month, will be shown on the invoice for information purposes;

(2) Volumes of Resource Units by month by Zeus Business Unit, and associated cost centre;

(3) An analysis describing reasons for significant month- on- month changes;

(4) Recharge Report for each Zeus Business Unit.

6.4 No Termination True-Up

Upon Termination of the Agreement, there shall be no true-up to account the timing differences between Resource Unit measurement period and the month in which Services are invoiced.

7 FOREIGN EXCHANGE

(a) The Supplier shall, five (5) Business Days prior to the invoice date for the relevant Charge, recalculate all Charges priced in EUR or USD into SEK. The applicable rates shall be the Swedish fix rate established by the Swedish Central Bank as published at 11 a.m. CET on the relevant date on the available homepage for the. The applicable exchange rates shall be specified on each invoice. If no such rate(s) are available, the Supplier shall establish reasonable exchange rate(s) for the recalculation based upon the latest such published rate(s).

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(b) Supplier may not adjust the Charges for changes in the foreign exchange rates between the currencies in which Charges are priced in and the currencies in which the Supplier costs of delivery are being incurred.

8 INCENTIVES TO REDUCE COSTS

(a) Zeus is continually seeking ways to reduce and minimize its expenses. Accordingly, Zeus encourages the Supplier to explore and identify opportunities to improve the Services and reduce the cost of Services being provided under the Agreement.

(b) The Supplier will advise Zeus's IT management of each opportunity that is identified and estimate the potential savings.

9 ADJUSTMENTS FOR INFLATION AND DEFLATION

(a) The provisions of this section 9 Adjustments for Inflation and Deflation describe the process to apply an annual cost of living adjustment ("COLA"), Any such adjustment shall apply from the expiry of the first Contract Year (i.e. 1 September 2024) and will only apply to:

(1) the Ongoing Charges unit rates in the relevant Attachment 5.1 (Charges), and

(2) the rates set forth in the relevant Attachment 5.1 (Charges).

(b) The COLA adjustment shall be calculated with reference to:

(1) the percentage of the change in the COLA Indices specified in the relevant Attachment 5.1 (Charges) worksheet COLA Indices,

(2) the adjustment factors specified in the relevant Attachment 5.1 (Charges) worksheet COLA Indices, and

(3) subject to the cap specified in paragraph (e) of this section, and

(4) in accordance with the formula specified in paragraph (d) of this section.

(c) Unless otherwise agreed the annual adjustment for each remaining Contract Year will be calculated three months prior to the anniversary of such Contract Year and shall be applied on the anniversary of such Contract Year based on the change in the index for the preceding twelve (12) months.

(d) The Ongoing Charges unit rates and Rate Card Charges unit rates set forth in the relevant Attachment 5.1 (Charges) shall be adjusted as follows:

$YC_n = (1 + CI_i \times AF) \times C_n$

Definitions:

i = current Contract Year

n = number of Service Years (e.g., Year 5)

YC_n = Charges for Service Year n after inflation adjustment

C_n = Charges for Service Year n prior to inflation adjustment

$Index_n$ = Reference COLA Index (as set forth in the relevant Attachment 5.1 (Charges) worksheet COLA Indices)Year n

AF = adjustment factor as set forth in the relevant Attachment 5.1 (Charges) worksheet COLA Indices

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CI_i = $(Index_i - Index_{i-1}]) \div Index_{i-1}$ = Index increase per year (from year $_{i-1}$ to $year_i$)

(e) There shall be a cap on each index (CI) of plus or minus three (3) percent per calendar year.

(f) The COLA Indices to be applied to a Charge shall be determined by matching the currency in which the Charge is priced with the corresponding Charges Matching Currency as set out the COLA Indices matrix in the relevant Attachment 5.1 (Charges) worksheet COLA Indices.

(g) COLA adjustments may only be performed using the indices set out in the relevant Attachment 5.1 (Charges) worksheet COLA Indic), no other indices may be used, regardless of the location from which Services are delivered.

10 CHARGEBACK

(a) Supplier shall assist Zeus to make Authorized Users more accountable for their use of IT resources by use of a chargeback system. Such a system, shall at a minimum, provide detailed billing data by Business Unit, by Project as well as by unit of consumption, with the ability to track usage by major Application and Authorized User.

11 HIRING AND STAFFING PROJECTIONS

The parties have agreed on the expected staffing plan. In addition, the parties agree that:

(a) Material proposed or actual changes to the staffing during the first twelve (12) months following the Effective Date must be reported to Zeus each month. A material change in staffing is considered to be a change of ten percent (10%) or more from each figure within the Personnel Projection Matrix.

(b) Any proposed changes during this period are subject to Zeus's approval, which will be based on Zeus's reasonable satisfaction that such changes will not have an adverse impact on Supplier's ability to perform its obligations under the Agreement. The parties agree that this review and approval does not constitute joint employment.

(c) For any material unplanned reduction in staffing that occurs during the first twelve (12) months following the Effective Date, Supplier will provide adequate staffing and, for the avoidance of doubt, is not relieved from its obligation to provide the Services during or after such twelve months-period.

12 BENCHMARKING

(a) From time-to-time during the Term, following the twelve (12) month anniversary of the Effective Date and not more frequently than every twelve (12) months thereafter, Zeus may at its expense engage the services of a Benchmarker to provide Benchmarking, of (a) some or all Running Services provided to Zeus and (b) select the Service Areas, Service Groups, or Service Types to be included in the Benchmarking (the "**Benchmarking Objects**"). Where Service Types consist of multiple Service Variants, all Service Variants of such Service Types must be included in the Benchmarking.

(b) In making this comparison, the Benchmarker shall consider the following factors and normalize the pricing data as and to the extent appropriate:

(1) whether Supplier transition and transformation Charges are paid by Zeus as incurred or amortized over a period of time;

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(2) the extent to which Supplier pricing includes the hiring of Zeus employees;

(3) the extent to which Supplier pricing includes purchase of Zeus's existing assets;

(4) the extent to which Supplier pricing includes the cost of acquiring future assets;

(5) the extent to which this Agreement calls for Supplier to provide and comply with unique Zeus requirements; and

(6) whether taxes are included in such pricing or stated separately in Supplier invoices.

(c) If the Benchmarker finds that the aggregate Charges paid by Zeus are greater than one hundred ten (110) per cent of the mean, using at least five (5) data points, of the prices charged by well-managed suppliers for work of a similar nature, type or volume, then Supplier shall decrease the Charges to eliminate any such unfavourable variance for the current and all future Contract Years to one hundred ten (110) per cent of the mean; provided, however, Supplier shall not be required to reduce its Charges for the Benchmarking Objects applicable to any Contract Year by more than twenty (20) per cent as the result of any benchmarking or combination of benchmarkings. Supplier will work with Zeus in good faith to address variances in excess of these thresholds, including through further reductions in the Charges or possible changes to Supplier's solution. Reductions in Charges shall be implemented effective as of the date the Benchmark was commenced. If Supplier declines to eliminate such unfavourable variance as described above, Zeus may, at its option, terminate the Benchmarking Objects at its convenience. Under no circumstances shall Benchmarking result in any increase to the Charges or any decrease in service quality.

(d) Zeus shall provide Supplier with a copy of the Benchmarker's report and Supplier shall have thirty (30) days to review such report. If the parties are unable to agree upon the validity of such findings, the matter shall be resolved pursuant to the dispute resolution procedures set forth in section 38 of the MSA.

(e) Any Benchmarker engaged by Zeus, at Zeus's discretion, shall be an independent, industry-recognized benchmarking supplier with demonstrable experience in performing benchmarks for services similar to the Services. The Benchmarker shall be required to execute a non-disclosure agreement. Such non-disclosure agreement shall permit the Benchmarker to anonymously reuse all benchmarking data on other benchmarking studies it performs.

(f) Supplier shall cooperate fully with Zeus and the Benchmarker and shall provide reasonable assistance and access to any premises, equipment, personnel or documents required by the Benchmarker to conduct the Benchmarking, all at Supplier's cost and expense. Notwithstanding the foregoing, that the Benchmarker shall not have access to Supplier Confidential Information not reasonably necessary for the Benchmarking (and in no event shall the Benchmarker have access to Supplier's internal costs, except to the extent such costs are the basis on which Charges are based) and shall further not have access to any confidential or proprietary information of other Supplier customers. The Benchmarker shall reasonably explain to both parties its methodology, including its use of relevant comparative data (including use of available representative peer group data) and the degree to which the Benchmarker's judgment was applied versus objective data, subject to reasonable proprietary restrictions generally applied by the Benchmarker with respect to such methodology. The Benchmarking will be independently administered by the Benchmarker in a manner consistent with such methodology. The Benchmarking

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shall be conducted so as not to unreasonably disrupt Supplier's operations under this Agreement.

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Schedule F
Information Security Requirements

Master Services Agreement
Application and Technology Management

Agreement No.:	CW43668
First Party:	ZEUS IT
AB	
Second Party:	HCL Technologies Sweden AB
Classification:	Confidential
Date:	2023.06.01

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SCHEDULE F
INFORMATION SECURITY REQUIREMENTS

Supplier shall, without prejudice to its obligations to comply with Information Security Policies and Procedures which may be notified to Supplier at any time and comply with the following Information Security Policies and Procedures, as may be updated from time to time by Zeus.

In accordance with the terms of the Agreement, the Supplier is instructed to comply with the Information Security requirements set out below in its provision of the Services to Zeus.

I. INTRODUCTION

Zeus takes information security seriously and expects its suppliers to demonstrate the same level of commitment when providing the Services to Zeus and when dealing with Zeus Data entrusted to Supplier as part of the Services.

II. SUPPLIER INFORMATION SECURITY MANAGEMENT

1 Use of Data

Under this Agreement, Zeus permits Supplier to access and use Zeus Data, as necessary to provide the services to Zeus but only in accordance with the following standards:

• Zeus owns all rights to its data

• Supplier shall not, without prior permission, make Zeus Data available or otherwise disclose Zeus Data to unauthorised individuals, entities, or processors

• Zeus Data can only be collected and processed by Supplier for specified, explicit and legitimate purposes, agreed with Zeus, and shall not be further processed in a manner that is incompatible with those purposes

• The use of Zeus Data shall be limited to the purpose for which it was collected

• Zeus Data shall be stored only as long as it is necessary to fulfil the purpose(s) for which it was collected (retention)

• Supplier shall establish and maintain appropriate organisational and technical security measures to protect Zeus Data from loss, misuse, unauthorised access, disclosure, alteration or unauthorised destruction.

2 Information Security Management System

Supplier shall have an established and enforced information security policy, steering processes and organisation in alignment with industry information security standards which are no less protective than the ISO/IEC 27000 series, for in-scope products and services.

3 Risk Assessment

Supplier shall perform periodic risk assessments on the Services, including any supporting organisations, sub-contractors engaged and processes applied, in order to enable risk identification, analysis and mitigation.

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4 Security Architecture

Supplier shall establish and maintain a security architecture, which provides a framework for the standard security controls throughout Supplier's processing facilities, according to the highest security standards, to prevent unauthorized processing and accidental or unlawful loss, access to or disclosure of Zeus Data.

5 Periodic review of Security Program

Supplier shall implement a process to regularly test, assess, and evaluate the effectiveness of its implemented technical and organizational measures, to ensure the security of the Services and any Zeus Data handled by Supplier as part thereof.

6 Certification

Supplier shall perform periodic independent reviews of the security of its processing facilities, the scope of which covers the range of Services provided to Zeus and all locations where Zeus data are processed, transmitted, stored, or accessed from, as measured against industry information security standards, in a manner consistent with the requirements below, and shall provide the results to Zeus, within an agreed timeframe.

7 Right to Audit

In accordance with the Agreement, Zeus shall have the right to either (i) conduct annual or bi-annual s tests and audits on Supplier's facilities or (ii) to review third party audit reports and certifications, according to international standards, covering the in-scope facilities, systems, networks and solutions relevant to the Services. Supplier shall provide reasonable assistance to Zeus in exercising its rights under (i) and (ii), including but not limited to timely provision of relevant documentation, making available relevant personnel and, if applicable, allowing necessary access to facilities.

8 Information Security Officer

Supplier shall appoint an information security officer, with responsibility to ensure the security of the Zeus Data at Supplier's site, and upon request provide Zeus with contact details of this person.

9 Data Location

If specified by Zeus for a specific service or product in scope, Supplier shall only store, archive and process Zeus Data within the jurisdiction specified according to the Agreement.

10 Data Retrieval

Supplier shall (i) facilitate or (ii) provide Zeus with adequate tooling to facilitate the retrieval or migration to another platform of all Zeus Data in a standard format and data structure, within a mutually agreed timeframe.

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11 Separation of Data/Environment

Supplier shall (i) implement and maintain procedures to keep Zeus Data in a logically separated environment, segmented from Supplier's data and data belonging to Supplier's other tenants, for a software as a service or managed service model, or (ii) provide security measures and documentation of those measures to enable segmentation of Zeus Data from Supplier's and other tenants' data, for a infrastructure or platform as a service model.

12 Abusive Access Government, Regulator or Law Enforcement

Supplier shall, without undue delay, inform Zeus of any request for, ordered by or self-executed activity by any government or private organization, whether by themselves or by a party acting for them, for any access to Zeus Data or Services, as permitted by law, which are related to Zeus.

13 Data Confiscation or Entrapment

The Supplier shall, without undue delay, inform Zeus if Zeus Data is subject to confiscation or entrapment, e.g., in case of bankruptcy, insolvency proceedings of Supplier or any subcontractor or as a consequence of ransomware attack on Supplier or any of sub-contractors

14 Third party management

Supplier shall have controls in place to ensure effective information security management of their third parties involved in the processing of Zeus Data or services to Zeus.

III. RESPONSIBILITY OF ASSETS

15 Asset Register

Supplier shall maintain an up-to-date register of all assets involved in the processing of Zeus Data (hardware, software, databases and information systems), both internal and external.

IV. PRIOR AND DURING EMPLOYMENT

16 Employees Vetting

Supplier shall perform background verification for all employees and third party contractors, including validating that checks are performed, unless prohibited by law.

17 Training of Personnel

Supplier shall ensure that its personnel, directly or indirectly engaged in providing Zeus Services, has the requisite security skills and experiences to fulfil their duties, and Supplier shall maintain adequate security awareness for its personnel.

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V. SECURE AREAS

18 Perimeter Security

Supplier shall have controls in place to protect areas that contain Zeus Data and information processing facilities.

VI. SECURE ERASE

19 Erasure

Supplier shall provide Zeus (i) the means to securely erase all its data hosted in the Zeus tenant environment, in all relevant locations; alternatively, within a mutually agreed time frame, (ii) upon Zeus's request securely erase all Zeus Data hosted in the Supplier's environment, in all relevant locations.

VII. PROTECTION OF DATA AT REST AND IN TRANSIT

20 Encryption Enforcement

The Supplier shall encrypt all Zeus Data in transmission and at rest on Supplier systems, using strong encryption algorithms or encryption technologies. Process and controls shall be implemented to manage and secure the encryption keys throughout their lifecycle.

VIII. MALICIOUS CODE

21 Protection Against Malware

Supplier shall (i) employ anti-malware protection mechanisms, according to highest security industry standards that will be and kept up to date to protect against viruses and other malicious code on servers and workstations for Services provided to Zeus, or (ii) provide Zeus the means to enable anti-malware protection in its tenant environment, for IaaS and PaaS.

IX. BACKUP & RECOVERY

22 Backup

Backup must be performed regularly to protect against loss or destruction of Zeus Data. The extent, frequency, storage and retention of backups shall be agreed based on scope of Service provided to Zeus.

23 Recovery

Supplier shall regularly test the recoverability of the backups performed on the Services, in alignment with agreed retention period(s).

24 Network Security

Supplier shall use appropriate mechanisms and processes to monitor its network and IT systems relevant to the Zeus Services for any unauthorized access, interception, or interruption.

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X. LOGGING AND MONITORING

25 Continuous Monitoring

The Supplier shall continuously monitor its systems and network for relevant security events in the service environment as per industry best practices

In addition, hereto, Zeus shall have the right to monitor Supplier's security capabilities, by either (i) reviewing Supplier's relevant vulnerability assessment reports, configuration audits reports, business continuity plan (BCP) test reports and disaster recovery test reports, for SaaS and Managed Services, or (ii) retrieving, in real-time or repeatedly, relevant authentication, administration, audit logs and service health data, for PaaS and IaaS.

XI. USER ACCESS MANAGEMENT

26 User Access Management Generic Clause

Supplier shall provide appropriate security measures to ensure segregation of duties over requesting and granting of access to the Services. Supplier shall implement an access control mechanism, wherein access to Zeus data is provided on a need-to-know basis and revoked when no longer necessary.

Supplier shall employ a formal user ID and password management process that shall include: unique user ID's for each individual, default password changes, complex password enforcement, periodic password change, restriction against reuse of the previous passwords, inactive session timeouts and password-protected screensaver on laptop and desktops.

Supplier shall (i) implement authentication mechanisms to secure end-user access to its Services, by either using a single factor to authenticate users using passwords, or multiple factors (so called strong authentication) with one or several additional tokens (e.g., SMS, smart card, certificate)

XII. INFORMATION SECURITY REQUIREMENTS FOR INFORMATION SYSTEMS

27 Software Development Lifecycle

Supplier shall define, design and implement appropriate security controls for the lifecycle of the Services, including all phases from development to the retirement of the Services. Supplier shall strive to identify any vulnerabilities, risks and threats as early as possible at any time during the lifecycle. Supplier shall bring adequate visibility to Zeus regarding any identified vulnerabilities, risks or threats in a timely manner.

XIII. CHANGE MANAGEMENT PROCEDURES

28 Change Management

Supplier shall, according to the established change management process, make available to Zeus any major update of its Services for testing and review in accordance with agreed testing standards and procedures, for Zeus to verify that the Services comply with the agreed information security requirements.

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XIV. CONTROL OF TEST ENVIRONMENTS

29 Test Data

If personal data or otherwise sensitive information is used for testing purposes, Supplier shall remove or modify sensitive details and content beyond recognition before use.

XV. TECHNICAL VULNERABILITY MANAGEMENT

30 Patch Management

Supplier shall (i) implement, without additional cost and within a timely manner (i.e., no more than 30 days), the latest relevant patches for the provided Services, or (ii) make the latest relevant patches available for Zeus to install on its services, for the Services provided to Zeus, in order to remediate known vulnerabilities.

31 Vulnerability Analysis

To ensure correct processing, (i) Supplier shall regularly perform vulnerability assessments of its Services, as for SaaS and Managed Services or (ii) Zeus shall have the right to, upon reasonable notice, conducting vulnerability analyses and audits within the Zeus tenant environment, for PaaS and IaaS.

XVI. INFORMATION SECURITY INCIDENT MANAGEMENT

32 Incident Handling and Response

Supplier shall monitor adequate processing facilities and communication channels for security incidents, and Supplier's security personnel shall react promptly to known incidents.

33 Breach notification

Supplier shall, upon discovery, immediately notify Zeus of any breach of security or operational fault leading to the destruction, damage, loss, misuse, alteration, unauthorized disclosure of, or access to, Zeus Data.

XVII. INFORMATION SECURITY IN BUSINESS CONTINUITY

34 Business Continuity Planning

Business continuity plans, as well as associated roles and responsibilities shall be established between Supplier and Zeus to ensure a timely recovering from any unplanned interruptions of operations.

35 Redundancy

Supplier shall provide redundancy to prevent the consequences of serious incidents, e.g., a disaster situation. Depending on the security classification of the processed information and/or solution, redundancy shall be provided either (i) within a zone or data centre or (ii) between several zones/data centres. The zones or data centres shall always be located within the agreed jurisdiction.

The responsibility of enabling redundancy capability shall be agreed at the Service level.

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36 Planned Interruption

In the event that Supplier has acquired actual knowledge that an interruption or disturbance has or will occur in the provision of the Services, Supplier shall immediately notify Zeus of (i) the kind of interruption or disturbance, (ii) the measures taken and to be taken in order to overcome the interruption or disturbance, (iii) an estimation of the time period of interruption or disturbance and (iv) other information which can be relevant to Zeus.

VIII. COMPLIANCE

37 Compliance with laws (frame agreement)

Each party will comply with all laws, rules and regulations applicable in the jurisdiction where the Service is developed, supported and consumed, including all statutory and regulatory requirements relating to data protection and information security.

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Schedule G
Zeus Policies and Procedures

Master Services Agreement
Application and Technology Management

Agreement No.:	CW43668
First Party:	ZEUS IT
AB	
Second Party:	HCL Technologies Sweden AB
Classification:	Confidential
Date:	2023.06.01

KIF No: 384714

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SCHEDULE G
ZEUS POLICIES AND PROCEDURES

Supplier shall, without prejudice to its obligations to comply with any other Zeus Policies and Procedures which may be notified to Supplier at any time, and comply with the following Zeus Policies and Procedures, as may be updated from time to time by Zeus.

Attachment G.1 - IWAY 6.0

Attachment G.2 - Zeus Group Business Ethics

Attachment G.3 - Zeus Group Travel Policy

You can find a copy of these Zeus policy documents in the link provided below:

www.Zeus.com/suppliers

KIF No: 384714

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Schedule H
Forms

Master Services Agreement
Application and Technology Management

Agreement No.:	CW43668
First Party:	ZEUS IT
AB	
Second Party:	HCL Technologies Sweden AB
Classification:	Confidential
Date:	2023.06.01

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1 INCORPORATION

The following Attachments are hereby incorporated into and deemed part of this Schedule H (Forms):

(a) Attachment H.1.1 (Form of Project Order Document - Waterfall)

Attachment H.1.2 (Form of Project Order Document - Agile)

(b) Attachment H.2 (Form of Purchase Order)

(c) Attachment H.3 (Form of Local Service Agreement)

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;

Schedule I
Data Processing Agreement

Master Services Agreement
Sourcing of Application Management Services

ID: CW43668

First Party: ZEUS IT

AB Second Party:

HCL

Classification: Confidential

Date: 2023-06-01

DocuSign Envelope ID: 1D045F3F-5CF2-4457-A48E-CD049B4A495D

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SCHEDULE I
DATA PROCESSING AGREEMENT

This Data Processing Agreement (the "**DPA**") is entered into between:

A) ZEUS IT AB, ("**Zeus**"); and

B) HCL Technologies Sweden AB, (the "**Data Processor**"),

and shall form a part of the Agreement (as defined in Schedule A) between Zeus and Data Processor.

1. BACKGROUND

1.1 Zeus and the Data Processor have entered into the Agreement under which the Data Processor shall provide certain services to Zeus and/or the Authorized Users.. Each Authorized User is a Data Controller for its own processing of personal data. Within the scope and for the purpose of the performance of the services defined and detailed in the Agreement, the Data Processor will process personal data on behalf of Zeus and/or the Authorized Users.

1.2 Zeus, acting on behalf of itself and all Authorized Users, and the Data Processor have entered into this DPA in order to fulfill the requirement of a written agreement between a data controller and a data processor of personal data as set out in applicable data protection legislation. In addition to what may be set out in the Agreement, the following shall apply in relation to the Data Processor's processing of personal data on behalf of the Data Controller (as defined below).

2. DEFINITIONS

The following terms and expressions in this DPA shall have the meaning set out below:

"**Applicable data protection legislation**"	means all applicable laws, rules, regulations, directives and governmental requirements relating in any way to the privacy, confidentiality, security, integrity and protection of Personal Data, including without limitation the EU General Data Protection Regulation 2016/679 (the "**GDPR**"), the UK Data Protection Act 2018, the EU ePrivacy Directive 2002/58/EC as amended by Directive 2009/136/EC, as amended or superseded from time to time, the Personal Information Protection and Electronic Documents Act (S.C. 2000, c.5) ("**PIPEDA**"), the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 to 1798.199 (the "**CCPA**") and any implementing regulations or legislation applicable at any time during the term of this DPA on, as the case may be, the Data Controller or the Data Processor;
"**Data Controller**"	means the Authorized User which, under this DPA, determines the purposes and means of the processing of personal data;
"**Data Processor**"	means the legal entity processing personal data on behalf of the Data Controller under this DPA;

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"**Personal data**"	means any information relating to, describing, (and for information regarding residents of the United States and Canada - is capable of being associated with, or could reasonably be linked, directly or indirectly to), an identified or identifiable natural person (and for information regarding residents of the United States – resident or household) that is processed by Data Processor as a result of, or in connection with, the provision of the services under the Agreement; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
"**processing**"	means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction; and
"Data Protection Authorities"	means any local, state, provincial, or national data protection authority responsible for enforcing applicable data privacy laws as well as supervising, as the case may be, the Data Controller or the Data Processor.

3. PROCESSING OF PERSONAL DATA

3.1 The Data Processor undertakes to only process personal data in accordance with documented instructions communicated from time to time by the Data Controller. The Data Controller's instructions to the Data Processor regarding the subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects are set forth in this DPA and in the relevant Attachment 7 to the service specific Schedule and/or in the relevant Project Order Document (the "**Processing Instructions**").

3.2 If the services are altered during the term of this DPA and such altered services involve new or amended processing of personal data, or if the Data Controller's instructions are otherwise changed or updated, the parties shall ensure that the Processing Instructions are updated as appropriate.

3.3 When processing personal data under this DPA, the Data Processor shall comply with any and all applicable data protection legislation and applicable, mandatory recommendations by competent Data Protection Authorities or other competent authorities and shall keep itself updated on and comply with any changes in such legislation and/or recommendations. The Data Processor shall accept to make any changes and amendments to this DPA that are required under applicable data protection legislation.

3.4 The Data Processor shall assist the Data Controller in fulfilling its legal obligations under applicable data protection legislation, including but not limited to the Data Controller's

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obligation to respond to requests for exercising the data subject's rights to information regarding the processing of their personal data, the deletion of personal data, and any "do not sell" requests under the CCPA.

3.5 The Data Processor shall immediately inform the Data Controller if the Data Processor does not have sufficient instructions for how to process personal data in a particular situation or if instructions provided under this DPA, in the Data Processor's reasonable opinion, violate applicable data protection legislation.

3.6 If data subjects, competent authorities or any other third parties request information from the Data Processor regarding the processing of personal data covered by this DPA, the Data Processor shall refer such request to the Data Controller without undue delay. The Data Processor may not in any way act on behalf of or as a representative of the Data Controller and may not, without prior instructions from the Data Controller, transfer or in any other way disclose personal data or any other information relating to the processing of personal data to any third party. In the event the Data Processor, according to applicable laws and regulations, is required to disclose personal data that the Data Processor processes on behalf of the Data Controller, the Data Processor shall be obliged to inform the Data Controller thereof immediately and shall request confidentiality in conjunction with the disclosure of requested information, to the extent permitted under applicable law.

4. SUB-PROCESSORS

4.1 The Data Controller authorizes the Data Processor to engage affiliated and non-affiliated sub-processors to perform some or all of its obligations under the DPA, except when the processing by a sub-processor involves transfer of personal data collected by the Data Controller in the European Economic Area ("**EEA**") or relating to a data subject in the EEA, to a country outside of the EEA that is not subject to the European Commission's adequacy decision, in which case section 5 below shall apply. The Data Processor undertakes to ensure that all sub-processors are bound by written agreements that require them to comply with corresponding data processing obligations as those contained in this DPA.

4.2 The sub-processors engaged by the Data Processor at the date of this DPA, are set out in the relevant Processing Instructions. The Data Processor shall promptly notify the Data Controller in writing (e-mail will suffice) of any changes to the list of sub-processors set out in the relevant Processing Instructions.

4.3 The Data Controller may object to the Data Processor's use of a new sub-processor by notifying the Data Processor promptly in writing within thirty (30) days after receipt of the Data Processor's notice in accordance Section 4.2. In the event the Data Controller objects to a new sub-processor, the Data Processor will use reasonable efforts to make available to Data Controller a change in the services provided by the Data Processor to avoid processing by the objected-to new sub-processor. If the Data Processor is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, the Data Controller may terminate the Agreement without cost or penalty and the Data Processor will refund the Data Controller any prepaid fees covering the remainder of the term the Agreement following the effective date of termination.

4.4 The Data Processor shall be fully liable to the Data Controller for the performance of any sub-processor.

5. TRANSFER TO THIRD COUNTRIES

5.1 Subject to Section 5.2 below, any transfer of personal data relating to data subjects in the EU/EEA to a recipient outside the EU/EEA (a third country recipient), needs to be documented

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and justified in a transfer impact assessment ("TIA") in accordance with the requirements set out in Clause 14 of the European Commission's Standard Contractual Clauses[1] (the "**SCCs**") and shall be secured through use of the SCCs and supplementary measures providing additional protection of personal data in the third country as further described in this section.

5.2 What is said in this section 5 shall however not apply to transfers to countries that have been determined by the European Commission to provide an adequate level of protection of personal data as set out in Article 45 of the GDPR (i.e. adequacy decision).

Transfer of personal data from the Data Controller to the Data Processor outside EU/EEA

5.3 Where the Data Processor is established outside the EU/EEA, the Data Controller and Data Processor shall jointly prepare a TIA to assess whether the laws of the country in which the data is being imported by the Data Processor will compromise the data protections afforded under the SCCs (Module 2: controller to processor).

5.4 The Data Controller and the Data Processor shall enter into the SCCs (Module 2: controller to processor), Exhibit 3. For the purpose of fulfilling the requirement of separate signature of the SCCs, the parties agree that Exhibit 3 shall be deemed to have been signed upon the parties' signing of the Agreement. The Data Controller and the Data Processor further undertake to implement supplementary measures as described in Exhibit 2.

Transfer of personal data from Data Processor to a sub-processor outside EU/EEA

5.5 The Data Processor may not transfer, or otherwise directly or indirectly disclose, personal data collected by the Data Controller in the EU/EEA (or relating to a data subject in the EU/EEA), outside the EU/EEA without the prior written consent of the Data Controller. If consented to (which consent shall not be unreasonably withheld or delayed), the Data Processor's processing of the personal data in a third country shall be secured by Data Processor entering into the SCCs (Module 3: processor to processor) with its sub-processor.

5.6 The Data Processor undertakes to carry out timely TIAs of each sub-processor to assess whether the laws of the country in which the data is being imported will compromise the data protections afforded under the SCCs (Module 3: processor to processor) and shall be solely responsible for determining, procuring and securing the supplementary measures that should be put in place to ensure that data is protected to the requisite GDPR standard. Upon Data Controller's request, Data Processor shall share a summary of the TIA and a description of supplementary measures put in place as a result of the TIA (if any).

5.7 The non-EU/EEA sub-processors set out in Processing Instructions at the date of the execution thereof are pre-approved by the Data Controller and the Data Processor warrants and represents that it has secured adequate protection in the receiving country as described in sections 5.5and 5.6above.

6. INFORMATION SECURITY AND CONFIDENTIALITY

6.1 The Data Processor shall be obliged to take appropriate technical and organizational measures to protect the personal data that is processed and shall thereby, *inter alia*, follow any written information security requirements and policies communicated by the Data Controller from time to time. The measures shall at least result in a level of security which is appropriate taking into consideration:

(i) existing technical possibilities;

(ii) the costs for carrying out the measures;

[1] Commission implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.

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(iii) the particular risks associated with the processing of personal data; and

(iv) the sensitivity of the personal data which is processed.

6.2 The Data Processor shall maintain adequate security for the personal data and shall continuously review and improve the effectiveness of its security measures. The Data Processor shall protect the personal data against destruction, modification, unlawful dissemination, or unlawful access. The personal data shall also be protected against all other forms of unlawful processing. Having regard to the state of the art and the costs of implementation and taking into account the nature, scope, context and purposes of the processing as well as the risk of varying likelihood and severity for the rights and freedoms of individuals, the technical and organizational measures to be implemented by the Data Processor shall include, as appropriate:

(i) the pseudonymisation and encryption of personal data;

(ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of systems and services processing personal data;

(iii) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and

(iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

6.3 The Data Processor shall immediately notify the Data Controller of any accidental or unauthorized access to personal data or any other actual security incidents (personal data breach) upon becoming aware of such incidents. The notification shall be sent to isdp.spoc.se@Zeus.com and shall at least:

(i) describe the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;

(ii) communicate the name and contact details of the data protection officer or other contact point where more information can be obtained;

(iii) describe the likely consequences of the personal data breach;

(iv) describe the measures taken or proposed to be taken by the Data Processor to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

(v) include any other information available to the Data Processor which the Data Controller is required to notify to the Data Protection Authorities and/or the data subjects.

Where, and in so far as, it is not possible to provide the information referred to in section 6.3 at the same time, the information may be provided in phases without undue further delay.

6.4 The Data Processor will furthermore provide the reasonable assistance requested by the Data Controller in order for the Data Controller to investigate the personal data breach and notify it to the Data Protection Authorities and/or the data subjects as required by applicable data protection legislation. This includes *inter alia* an obligation to document the personal data breach (e.g. circumstances, impacts and remedial actions).The Data Processor undertakes to not disclose or otherwise make the personal data processed under this DPA available to any third party, without the Data Controller's prior written approval. Notwithstanding the above, disclosure to a sub-processor listed in the relevant Processing Instructions or subsequently

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notified to the Data Controller in accordance with section 4.2 above is permitted. This section 6.4 shall not apply if the Data Processor is required by applicable laws and regulations to disclose personal data that the Data Processor processes on behalf of the Data Controller, in which case what is set out in section 3.6 shall apply.

6.5 The Data Processor undertakes to ensure that access to personal data under this DPA is restricted to those of its personnel who directly require access to the personal data in order to fulfill the Data Processor's obligations in accordance with this DPA and the Agreement. The Data Processor shall ensure that such personnel (whether employees or others engaged by the Data Processor) (i) has the necessary knowledge of and training in the applicable data protection legislation to perform the contracted services; and (ii) is bound by a confidentiality obligation concerning the personal data to the same extent as the Data Processor in accordance with this DPA.

6.6 The duties of confidentiality set forth in this section 6 shall survive the expiry or termination of the DPA.

7. AUDIT RIGHTS

7.1 Subject to clause 9 of the Agreement, the Data Controller shall be entitled to take measures necessary to verify that the Data Processor is able to comply with its obligations under this DPA, and that the Data Processor has undertaken the required measures to ensure such compliance. The Data Processor undertakes to make available to the Data Controller, at its own cost, all information and all assistance necessary to demonstrate compliance with the obligations laid down in this DPA and allow for and contribute to audits, including on-site inspections, conducted by the Data Controller or another auditor mandated by the Data Controller.

7.2 The audit must be conducted during regular business hours and may not unreasonably interfere with the Data Processor's business activities. The audit result will be subject to confidentiality and the auditor, or the auditing firm, may not be a competitor to the Data Processor.

8. PENETRATION TEST

8.1 The Data Controller will, at any time and subject to reasonable advance written notice to the Data Processor, be entitled to conduct an audit of the solutions supplied by the Data Processor under the Agreement ("**Penetration Test**"). Such Penetration Test can be carried out either directly by the Data Controller or through an independent auditor.

8.2 If the result of the Penetration Test reveals any security violation, the Data Processor shall assume the costs derived from installing patches for the security applications and operating systems related to solving the vulnerable points based on the latest available security updates, as well as those costs derived from audits subsequent to the installation of patches for the security applications and operating systems, to the extent that said Penetration Test revealed the existence of any violation of information security.

8.3 The compensation under 8.2 shall be in addition to any other remedy that may be available to the Data Controller pursuant to this DPA, the Agreement and/or applicable law.

9. LIABILITY

Liability under this DPA shall be settled in accordance with the provisions of the Agreement.

10. TERM

The provisions in this DPA shall apply as long as the Data Processor processes personal data for which the Data Controller is the data controller.

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11. NOTICES

With the exception of breach notifications that shall be sent as provided for in section 6.3, all notices and other communication to be provided by one party to the other party under this DPA, shall be sent to the contact persons set out in the notices provision in the Agreement.

12. MEASURES UPON COMPLETION OF PROCESSING OF PERSONAL DATA

12.1 Upon expiry of this DPA, the Data Processor shall delete or return all personal data (including any copies thereof) to the Data Controller, as instructed by the Data Controller, and shall ensure that any sub-processor does the same. However, this shall not apply to any Personal data that the Data Processor is required to keep under mandatory legislation. In such case, the Data Processor must notify the Data Controller thereof, including a reference to the legal ground for continued storage.

12.2 Upon request by the Data Controller, the Data Processor shall provide a written notice of the measures taken with regard to the deletion or return of the personal data upon the completion of the processing.

13. COMPENSATION

13.1 The Data Processor shall not be entitled to any separate compensation for carrying out its obligations under this DPA. The fees for the services provided by the Data Processor are set forth in the Agreement.

13.2 However, section 13.1 shall not apply to the extent the Data Controller's instructions go beyond what could reasonably be required of a Data Processor under applicable data protection legislation. In such event, the Data Processor shall be entitled to reasonable compensation for such surplus work. The Data Processor shall also be entitled to reasonable compensation, as discussed and separately agreed between the parties, for requests to provide extensive or detailed information and assistance according to section 6.3, or extensive request volumes from data subjects pursuant to section 3.4.

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Schedule J
Application Management

Master Services Agreement
Application and Technology Management

Agreement No.:	CW43668
First Party:	ZEUS IT
AB	
Second Party:	HCL Technologies Sweden AB
Classification:	Confidential
Date:	2023.06.01

KIF No: 384714

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1 SUBJECT OF THE SERVICE-SPECIFIC TERMS & CONDITIONS

The subject of these service specific terms & conditions is the delivery of the Running Services by Supplier to Zeus and the Transition and Transformation of such Running Services, where such Project Services have been agreed.

2 CONSTRUCTION

(a) The following Attachments represent the service-specific terms & conditions related to the Running Services:

(1) Attachment J.1 (Service Catalog),

(2) Attachment J.2 (*Technology*),

(3) Attachment J.3 (*Service Delivery*),

(4) Attachment J.4 (*Performance*),

(5) Attachment J.5 (*Pricing*),

(6) Attachment J.7 (*Data Processing Details*)

(7) Attachment J.8 (*Software Assets*)

(b) A reference to an Attachment is a reference to each of that Attachment's underpinning documents (e.g., Attachment J.2.1 (Technology Definitions)) Attachments.

3 SERVICES

3.1 Ongoing Services

Supplier will deliver each of the Running Services identified in Attachment J.1 (*Service Catalog*), in accordance with the specifications therein and in each case as required by the Agreement and as may be further described in Attachment J.2 (*Technology*), Attachment J.3 (*Service Delivery*), Attachment J.4 (*Performance*), Exhibit J.5 (*Pricing*) and Attachment J.7 (Data Processing Details).

(a) Where specified as being provided by Zeus in Attachment J.1 (*Service Catalog*), Zeus will provide the relevant equipment, software, and Third Party Contracts (e.g., maintenance of equipment, or the provision of license software and associated maintenance).

4 PERFORMANCE MANAGEMENT

In delivering the Running Services Supplier will fulfil the requirements related to (1) Service Levels, (2) Critical Deliverables, (3) Reports, and (4) general performance management as set out in Schedule D (*Performance Framework*) and Attachment J.4 (*Performance*).

5 PAYMENT

Zeus will remunerate Supplier according to the provisions of Schedule E (*Pricing Framework*) and Attachment J.5 (*Pricing*). The list of in-scope applications has been provided in Attachment J.8 (Software Assets).

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Attachment C.1
Governance Framework

Master Services Agreement
Application and Technology Management

Agreement No.:	CW43668
First Party:	ZEUS IT
AB	
Second Party:	HCL Technologies Sweden AB
Classification:	Confidential
Date:	2023.06.01

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1 INTRODUCTION

The parties agree that the Governance Structure, Roles and Committees shall be subject to regular review on quarterly basis and accordingly, the Governance Framework shall be mutually agreed and modified, as required.

1.1 Construction

This Attachment C.1 (*Governance Framework*) defines the Supplier-specific Governance Framework for the Agreement and includes:

(a) the communication of the charter from Zeus to Supplier;

(b) the key elements of the organization that will be deployed by the parties;

(c) the Governance team roles and responsibilities of both parties;

(d) the Governance meetings (including type, content, and frequency) to maintain a healthy and productive working relationship.

The Governance Framework will be applied in conjunction with the processes set out in Attachment C.2 (*Process Framework*) and the operational details specified in the Service Management and Governance Manual pursuant to section 1.4 of this Attachment.

1.2 Conduct of parties

It is intended that the conduct of the parties in the implementation of this Governance structure and related processes will:

(a) reflect commitment at executive levels in both parties to foster an enduring, mutually beneficial commercial relationship that enables and empowers effective decision making;

(b) support a relationship between the Zeus and Supplier that is characterized by trust and openness;

(c) support and stimulate effective Service Levels and performance insights;

(d) enable open and trustful commercial discussions and decisions to provide clear transparency, traceability and analysis of commercials and baseline deviations;

(e) provide a clear route for program reporting, issue and risk management, escalation, and resolution;

(f) support flexible development and adjustment of Services to Zeus's evolving requirements over time;

(g) create a close working relationship at the relevant management levels that stimulates cooperation, collaboration, information sharing, and trust; and

(h) support a joint continuous improvement culture within both parties in relation to the Services.

(i) develop together with Zeus an appropriate balanced scorecard reporting, which supports the business objectives and the management control objectives

1.3 Governance Library

Zeus and Supplier will, on the Effective Date, create and maintain a commonly accessible, secure electronic library where they will store documents, procedures, and information that both parties require to manage their relationship (the "**Governance Library**").

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1.4 Service Management and Governance Manual

(a) Supplier will create a Service Management and Governance Manual that documents relevant implementation details for the operationalization of the Agreement where:

(1) reference is made to the Service Management and Governance Manual in the Agreement for such purpose, and

(2) otherwise agreed by the parties, for example, based on regulatory or compliance requirements. Such operational details are subject to the Contract Change Procedure.

(b) The content of the Service Management and Governance Manual shall be in accordance with the relevant Attachment 3.4 (Service Management and Governance Manual Content).

(c) The parties will comply with the documented operational procedures and rules specified in the Service Management and Governance Manual.

(d) Supplier will maintain and update the Service Management and Governance Manual as required to keep it up to date with the Services and the agreed operational procedures and rules.

(e) The parties will jointly review the Service Management and Governance Manual at least annually for overall completeness and correctness.

(f) The parties will store the Service Management and Governance Manual in the Governance Library.

2 ORGANIZATION

Starting on the Effective Date, Zeus and Supplier will maintain in the Governance Library current organizational information, which will consist of the following:

(a) **Zeus Solution Management, Service Management and Governance Organization,** including organization charts, description of roles, description of functions performed, and contact information;

(b) **Supplier Management and Delivery Organization**, including organization charts, description of roles, description of functions performed, and contact information;

(c) **Key Contacts – Zeus**, listing Zeus contacts (with contact information), who are key users of the Solutions/Services and/or who perform a liaison function regarding the Services (by Business Unit, by geography);

(d) **Key Contacts – Supplier**, listing Supplier contacts (with contact information), who are key managers of the Services and/or who perform a liaison function regarding the Services (by service area, by geography if needed, and so forth); and

(e) **Key Contacts – Third parties**, listing key Third parties (such as subcontracted maintenance providers, Software providers, telecom carriers, and so forth) and contact information.

3 GOVERNANCE TEAM ROLES AND RESPONSIBILITIES

3.1 General

(a) Detailed responsibilities and authorities of each role are described in the Service Management and Governance Manual.

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(b) For both Zeus and Supplier, multiple roles can be assigned to the same employees. Except for the Zeus Executive Sponsor and Supplier Account Executive, both Zeus and Supplier must ensure each role has access to at least one escalation instance that is fulfilled by a different employee.

3.2 Zeus

3.2.1 Zeus Executive Sponsor

(a) Being the highest escalation point in the relationship.

(b) Primary Zeus Executive Sponsor responsibilities will include:

(1) Manage the overall relationship with Supplier.

(2) Provide leadership and guidance to the Zeus Governance organization.

(3) Work with Supplier Account Executive and the Supplier Account Manager to progress the goals and objectives of the arrangement.

(4) Resolve escalated issues in accordance with the Governance escalation procedures.

(5) Provide liaison activities and guidance with Supplier's corporate executive leadership in regard to the strategic needs of Zeus.

3.2.2 Zeus Supplier Manager

(a) The Zeus Supplier Manager safeguards the effectiveness of the governance framework and thus the structured cooperation between the parties.

(b) Primary Zeus Supplier Manager responsibilities will include:

(1) manage the strategic relationship with Supplier

(2) foster awareness of relationship goals at all levels;

(3) review communication plans with relevant committee members to foster communication flows between committees;

(4) when issues should be escalated, drive resolution of such issues according to the Governance escalation procedures;

(5) maintain the governance calendar and facilitate tactical and strategic governance committees in cooperation with the relevant chairs of the committee

(6) review committee charters and advise on frequencies, participants and reporting lines; and

(7) review and advise on changes to the joint governance framework to foster integrity and effectiveness.

(8) Monitor Supplier and Zeus compliance with the obligations of the Agreement.

(9) Track fulfilment of Supplier deliverables and Results.

(10) Ensure that Supplier processes are capable of being audited.

(11) Manage Benchmarking activities.

(12) When issues should be escalated, resolve such issues according to the Governance escalation procedures.

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(13) Approve (or decline) all work requests that are in excess of pre-established expenditure amounts or circumstances.

(14) Evaluate Service Level Credits and Critical Deliverable Creditsand approve and/or reject any action plans resulting from critical service performance failures.

(15) Approve, authorize and oversee all policies and procedures related to the execution of Project Order Documents and Purchase Orders.

3.2.3 Zeus Head of Performance Management

(a) The Zeus Head of Performance Management is responsible for ensuring that the overall services are delivered as expressed in the Service Catalog and related Attachments, that the service levels for outsourced services/functions are maintained and continually improved, and that any problems with the day-to-day delivery of services provided by Supplier are minimized.

(b) The Zeus Head of Performance Management monitors and ensures the compliance of Supplier against Service Level across all outsourced Services. This includes performing regular performance reviews, monitoring service level and service management issues, and developing new/amended Service Level and metrics as needed in cooperation with the Zeus Performance Manager. Furthermore, this position oversees planning and forecasting of outsourced service consumption, quality of service across services. Specifically, Zeus Head of Performance Management will:

(1) conduct regular service reviews; manage and audit Supplier performance and productivity relative to (end-to-end) Service Levels and service targets;

(2) interface with Zeus Performance Manager as needed to analyse Supplier performance;

(3) approve reports concerning operation results, Service Level and customer satisfaction results;

(4) approve (or decline) all work requests that are in excess of pre-established expenditure amounts or circumstances;

(5) forecast Zeus demand for all in-scope and new services. Coordinate services, projects, and plans to ensure priorities are addressed appropriately;

(6) interface with multi provider management function to identify and resolve operational issues in day-to-day delivery of end-to-end services;

(7) approve and oversee operational change management and participate in process as required and within decision making authority;

(8) manage, maintain, and coordinate the development and implementation of a continual Service improvement plan across Suppliers and Services; and

(9) resolve escalated issues in accordance with the Governance escalation procedures.

3.2.4 Zeus Performance Manager

The Zeus Performance Manager will lead interaction with Supplier and Zeus with regards to identifying, defining, reviewing, and reporting performance-related measures to achieve agreed objectives. Specifically, the Zeus Performance Manager will:

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(a) facilitate regular performance reviews; manage and audit performance, compare the actual-to-targeted Service Levels and productivity;

(b) review and confirm that Suppliers are compliant with the defined measurement methods;

(c) evaluate Service Level Credits and Critical Deliverable Creditsand approve and/or reject any action plans resulting from critical service performance failures in cooperation with relevant Zeus Domain and Sub-Domain Manager(s) and Zeus Platform Operations Owner / Product Owner;

(d) establish operational metrics and performance reporting; track (internal and external) Supplier performance and ensure end-to-end viability of service levels; and

(e) develop standard reporting and communication requirements between Supplier and various staff and organizations within Zeus.

3.2.5 Zeus Contract Administrator

If not performed by the Zeus Supplier Manager, the Zeus Contract Administrator has primary administrative responsibility for the Agreement, including the management of all reporting and updates to the Agreement. The primary Zeus Contract Administrator responsibilities will include:

(a) Ensure receipt and review of all Supplier deliverables required per the Agreement.

(b) Develop standard reporting and communication requirements between the Supplier and various staff and organizations within Zeus.

(c) Develop and assist with negotiations related to all addendums and updates to the Agreement that are required during the Term.

(d) Assist with interpretation and intent of the parties in regard to the terms and conditions of the Agreement.

3.2.6 Zeus Business Development Manager

(a) The Zeus Business Development Managers represents their respective Domains,

(b) The primary Zeus Business Development Manager responsibilities will include:

(1) Provide advice and counsel to Zeus Platform Operations Owner / Product Owner regarding the terms and conditions of the Agreement.

(2) Work in accordance with the Demand Management process and the Capacity Management process set out in Attachment C.2 (Process Framework):

(3) Aggregate demand from Zeus Platform Operations Owner / Product Owner for the Services and communicate aggregated demand forecasts for resources to:

(A) Supplier and the Zeus Governance team

(B) Monitor the consumption of the Services by Zeus Platform Operations Owner / Product Owner and address situations where the consumption of resources exceeds the capacity – including exceeding the rolling three (3) month forecast for project resources and Supplier's ability to source additional resource capacity

(4) Provide support to Zeus Platform Operations Owner / Product Owner in regard to questions and issues arising from the delivery of Services.

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(5) Act as the primary interface between Supplier's organization and the Zeus Platform Operations Owner / Product Owner.

(6) Ensure that Zeus's Group and Service area risk and compliance requirements are communicated to Supplier and that Services meet such requirements.

(7) Provide input to the Zeus architecture and/or cross-functional service manager on the Service Catalogue setup and maintenance process.

(8) Ensure that processes that are put in place to manage the relationship are adhered to, while delivering clear business value in this role as Service area coordinator. Provide the best alternative for the Service Areas to achieve its objectives and ensure that Supplier makes the best utilization of Zeus's resources.

3.2.7 Zeus Business Navigator (Finance)

(a) The financial management of the Agreement is critical to providing accuracy and auditability of all related financial transactions and to making sure proper financial controls are in place during the term of the Agreement. The Zeus Business Navigator oversees all financial activities related to the Agreement and the delivery of services.

(b) The primary Zeus Business Navigator responsibilities will include:

(1) Establish and manage the overall budget in connection with the Agreement.

(2) Monitor that savings objectives for the Agreement are being met.

(3) Review and financially analyse all Supplier-sponsored initiatives to ensure their financial viability.

(4) Assist in and support, as needed, the review of monthly charges to ensure the accuracy of Supplier Charges.

(5) Monitor that anticipated and agreed-upon Supplier financial responsibilities are not converted to Zeus retained or pass-through expenses.

(6) Investigate variances in forecasted expenses or usage.

(7) Establish and maintain the Zeus charge-back process and systems.

3.2.8 Zeus Representative of the Risk and Compliance Function

The representative for the Risk and Compliance function is responsible for the effective identification and management of Service-related risks and compliance issues and will:

(a) verify implementation by Supplier of Zeus's risk management strategy;

(b) monitor implementation by Supplier of Zeus's operational risk and compliance framework, policies, and processes;

(c) develop and execute an annual compliance plan for the Services, including compliance monitoring;

(d) review Supplier proactively identified risks and management of those risk relating to the Services; and

(e) monitor compliance by Supplier with risk and compliance obligations.

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3.2.9 Zeus Representative of the Information Security Function

The representative for the Information Security function is responsible for the effective planning and management of information security to ensure that data, network resources and systems within the Services are secure, and will:

(a) communicate Zeus Information Security, strategic and operational requirements to Supplier;

(b) define Information Security policy and architecture to be implemented by Supplier;

(c) monitor implementation by Supplier of Information Security policies, standards, guidelines, and procedures across all Services;

(d) establish a system of regular Information Security assessments for the Services to ensure that adequate protection is in place and that the Services are secure;

(e) conduct regular reviews to verify Supplier compliance with regulation, policies, standards, guidelines, and procedures; and

(f) monitor implementation by Supplier of Zeus's Access Management strategies, standards, and requirements.

3.2.10 Zeus Representative of Service Integration Function

The Zeus Representative of Service Integration Function is responsible for the integration of multiple Services and/or (internal and external) Supplier and/or Service Groups/ delivery units. Specifically, the Zeus Representative of Service Integration Function will:

(a) resolve cross-service / multi-vendor / cross-delivery unit etc. delivery integration issues and mitigating actions;

(b) in cooperation with the Zeus Performance Manager identify the need to adjust service levels and interaction plans as needed;

(c) interface with the Zeus Performance Manager and the Service Delivery Managers regarding Service delivery integration issues and planned activities; and

(d) develop and integrate effective processes to ensure flow of information and required improvements.

3.2.11 Zeus Platform Operations Owner/Product Owner

The Zeus Platform Operations Owner/Product Owner will have the primary responsibility to monitor and support Supplier's performance of the Services within the scope of the Agreement.

The primary Zeus Platform Operations Owner/Product Owner responsibilities will include:

(a) Manage reporting and review all Service Levels and contractual commitments for the respective Service(s).

(b) Assist both Zeus and Supplier with forecasting resource requirements in accordance with the Demand Management process and Capacity Management process set out in Attachment C.2 (Process Framework).

(c) Participate in the Incident, Problem and Change Management Process.

(d) Provide support to Zeus and Authorized Users in accordance with the Problem Management process, including Root Cause Analysis and corrective action plans, as described in Attachment C.2 (Process Framework).

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(e) Review and approve specific project plans and Change Management activities for the respective Service(s).

3.2.12 Zeus Domain and Sub-Domain Manager(s)

(a) The Domain and Sub-Domain Manager is responsibility for defining the Zeus business requirements in relation to the Services in-scope of the Agreement. The Domain and Sub-Domain Manager is also responsible for the effective oversight and management of IT services to ensure that all the Services are delivered according to contracted Supplier obligations.

(b) Key responsibilities will include:

(1) Zeus business requirements management.

(2) Representing the interests of the Zeus Business Processes with respect to the Services.

(3) Compare, in cooperation with Supplier, the actual-to-targeted Service Levels.

(4) Report operation results to Zeus.

(5) Report Service Level and Customer Satisfaction Survey results to Zeus.

(6) Assist Supplier with the development and implementation of action plans that correct operational shortfalls and ensure adequate testing prior to implementation of Changes to any environment, including the Live Environment.

(7) Maintain and report Onsite, Nearshore and Offshore resource ratios.

3.2.13 Zeus Architecture Manager

(a) The Zeus Architecture Manager has primary responsibility for ensuring that the Zeus IT landscape remains aligned with the Zeus IT strategies, standards and policies.

(b) The primary Zeus Architecture Manager responsibilities will include:

(1) Ensure that the IT landscape is clearly defined and documented.

(2) Ensure that the IT landscape remains aligned with the Zeus IT strategies, standards and policies, managing the information flows to develop and support the growing Zeus.

(3) To contribute to the definition of IT strategies and architectural standards for Zeus.

(4) To initiate and coordinate activities to improve architectural maturity within Zeus, maintaining the roadmap for the development of the Zeus IT landscape.

3.2.14 Zeus Business Process Architect

(a) The Zeus Business Process Architect has primary responsibility for ensuring that the architecture in the relevant technical and business domains remains aligned with the Zeus IT strategies, standards and policies and meets Zeus business needs.

(b) The primary Zeus Business Process Architect responsibilities will include:

(1) Create, maintain and implement the Zeus standards and reference architectures.

(2) Lead and participate in architecture assessments and reviews.

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(3) Lead the architectural activities within the domain(s), taking architecture decisions and providing technology advice.

(4) Provide domain expertise for roadmaps, pre-studies and design workshops.

(5) Ensure that the design of business and technical solutions conform to the solution architecture and that the solution architecture complies with the relevant Zeus IT strategies, standards and policies.

(6) Participate in the life-cycle management of products and services.

3.2.15 Zeus Procurement Category Manager

(a) The Zeus Procurement Category Manager has primary responsibility for ensuring that the sourcing of application and technology management services remains aligned with the Zeus procurement policies and purchasing strategy and continues to meet Zeus business needs.

(b) The primary Zeus Procurement Category Manager responsibilities will include:

(1) Ensuring that the sourcing of application and technology management services remains aligned with the Zeus procurement policies and purchasing strategy and continues to meet Zeus business needs.

(2) Ensuring that the sourcing arrangements are implemented in a manner that maximises the business opportunities for Zeus, that they continue to represent good value for money, and that they continue to promote an effective relationship between the parties to this Agreement.

(3) Support the Zeus work of developing and implementing product/service strategies within the category.

3.3 Supplier

3.3.1 Supplier Account Executive

The Supplier Account Executive has complete authority and responsibility to deliver all Services from the Supplier to Zeus. The primary Supplier Account Executive responsibilities will include:

(a) Manage the overall relationship regarding Supplier and Zeus.

(b) Assure the successful transition of the Agreement to operational status.

(c) Ensure that Supplier fulfils all of its obligations under the Agreement.

(d) Work with the Zeus Governance Team to establish, manage and meet commitments, requirements and expectations.

(e) Work with Zeus executives and Zeus Platform Operations Owner/Product Owner to align the delivery of Services with the strategic needs of Zeus. Such activities will be performed with the approval and in conjunction with the Zeus Contract Administrator.

(f) Inform Zeus about new corporate capabilities and developments within Supplier's organization and propose ideas and solutions that will provide ongoing benefit to Zeus.

3.3.2 Supplier Account Manager

The Supplier Account Manager will have primary operating performance responsibility for the account and will assure that all delivery commitments and deliverables required under the

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Agreement are provided to Zeus. The primary Supplier Account Manager responsibilities will include:

(a) Work with the Zeus Supplier Manager and Zeus Contract Administrator to manage and meet commitments, requirements and expectations.

(b) Ensure that all Service Levels are met.

(c) Ensure that Supplier's performance requirements as they relate to Zeus Business requirements and Business objectives are satisfied.

(d) Assure operational compliance with the Agreement and ensure that Supplier fulfils its obligations under the Agreement, including all obligations relating to deliverables, service delivery, compliance, security, audit and the operation of robust operational risk management.

(e) Establish and execute the account management disciplines, Supplier business management processes and associated reporting.

(f) Ensure prompt identification and resolution of Service delivery issues.

(g) Ensure that Supplier's performance requirements are met, as they relate to Zeus strategic Business planning (Business and IT architecture, strategic options, Business assessment and Business operating plans).

(h) Staff and lead the Supplier Management Team and related Supplier staff.

(i) Provide contract management components including:

(1) Provide all Supplier contract administration for the time-phased contractual commitments to assure fulfilment of Supplier deliverables.

(2) Act as the primary Supplier focus for New Service establishment for Zeus.

(3) Manage other administrative functions, including security (physical and logical), facilities and contracts.

3.3.3 Supplier Risk and Compliance Manager

The Supplier Risk and Compliance Manager will report to the Supplier Account Executive and have primary responsibility for coordinating and implementing effective risk management across the account. This Manager will ensure that all Supplier obligations are met regarding compliance with regulations, Zeus and Supplier policies and key controls. The primary Supplier Risk and Compliance Manager responsibilities will include:

(a) Provide implementation and ongoing operation of a risk management framework.

(b) Be responsible for coordinating the delivery of Supplier's activities to address the key risk exposures.

(c) Provide training of and assistance to, Supplier staff in the implementation of robust risk management practices across Supplier's operations.

(d) Direct the design of controls to address emerging or new risk and compliance requirements.

(e) Carry out regular and frequent assurance reviews of the design and operating effectiveness of Supplier controls.

(f) Manage and report on activity across Supplier's operation to address identified control and compliance deficiencies.

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(g) Implement, monitor and report on key risk indicators to identify and address emerging risks.

(h) Coordinate with Zeus Representative of the Risk and Compliance Function, as well as the Head of Risk and Compliance to facilitate Zeus audits and inspections by regulators.

(i) Provide consolidated risk reporting to the Zeus governance bodies.

(j) Manage Supplier's responses

(k) and actions to address audit points, inspection deficiencies or control weakness identified during normal operations.

3.3.4 Supplier Information Security Manager

The Supplier Information Security Manager will report to the Supplier Account Executive and have primary responsibility for coordinating and implementing effective information security management across the account. This manager will ensure that all Supplier obligations are met regarding compliance with information security guidelines, data protection, regulations, Zeus and Supplier policies, and key controls. Supplier Information Security Manager will:

(a) implement and operate the information security management framework;

(b) be responsible for coordinating the delivery of Supplier's activities to address the key Information Security risk exposures;

(c) ensure information security awareness training of, and assistance to, Supplier staff in the implementation of robust security management practices across Supplier's operations;

(d) direct the design of controls to address emerging or new information security risk and compliance requirements;

(e) carry out regular and frequent assurance reviews of the design and operating effectiveness of Supplier's information security controls;

(f) manage and report on activity across Supplier's operation to address identified control and information security deficiencies;

(g) implement, monitor, and report on key information security risk indicators to identify and address emerging risks;

(h) coordinate with Zeus's Representative of the Information Security Function to facilitate Zeus audits and inspections;

(i) provide consolidated information security reporting to Zeus governance bodies; and

(j) manage and report on Supplier's responses and actions to address information security audit points, inspection deficiencies, or control weakness identified during normal operations.

3.3.5 Supplier Service Deliver Managers

The Supplier Service Delivery Managers will have the primary responsibility to deliver the Services associated with each Service within the scope of the Agreement. The primary Supplier Service Delivery Manager responsibilities will include:

(a) Meet all Service Levels and contractual commitments for the respective Service.

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(b) Provide support to Zeus and Authorized Users in accordance with the Problem Management process, as described in Attachment C.2 (Process Framework).

(c) Provide all Service Level reporting to the service control function.

(d) Implement and meet the requirements of the Zeus IT Business Continuity Plans (BCPs) as described in Schedule F (Information Security Requirements).

3.3.6 Supplier Resourcing Manager

The Supplier Resourcing Manager will be responsible for managing and executing resource strategies across the account. The primary Supplier Resourcing Manager responsibilities will include:

(a) Manage transition of subcontractors.

(b) Manage Supplier relationships.

(c) Manage selection of subcontractors (for example, offshore).

(d) Manage shared resource centres within the Zeus account (if applicable).

3.3.7 Supplier Service Control Manager

The Supplier Service Control Manager will have primary responsibility for delivering the metrics program for the account. The primary Supplier Service Control Manager responsibilities will include:

(a) Interface as needed with Zeus.

(b) Establish Supplier metrics program.

(c) Construct the performance reports and manage the monthly reporting.

(d) Establish Supplier Benchmarking methodology in accordance with the Agreement.

(e) Introduce Supplier's processes and delivery models to the account.

(f) Modify them to meet Zeus standards.

(g) Ensure that this methodology is implemented on the account.

(h) Provide training as required by the Agreement.

(i) Provide process ownership for Service delivery processes.

(j) Perform *the* Supplier controls review.

(k) Provide *the* Supplier quality assurance role.

(l) Implement a Customer Satisfaction survey mechanism for the account as described in the relevant Attachment 4.2 (Critical Deliverables).

3.3.8 Supplier Contract Manager

The Supplier Contract Manager will:

(a) ensure all required contract management interfaces to the Zeus Supplier Manager are implemented;

(b) provide all Supplier contract administration for the time-phased contractual commitments to assure fulfilment of Supplier deliverables and obligations;

(c) act as the primary Supplier contact for New Service establishment for Zeus; and

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(d) work with Zeus Contract Administrator to monitor and report on contract management activities such as contract change requests, contract interpretations, formal issue resolutions, and approvals.

3.3.9 Supplier Finance Manager

The Supplier Finance Manager will have primary responsibility for all financial, billing, contractual compliance and new business management functions. The primary Supplier Finance Manager responsibilities will include:

(a) Provide the monthly invoice and all account billing and supporting information.

(b) Provide all financial reporting, including exception reporting, to Zeus, in accordance with Schedule E (Pricing Framework) as well as any reports identified in the relevant Attachment 4.3 (Reports).

3.3.10 Supplier Human Resource Manager

The Supplier Human Resource Director will have account management responsibilities for all personnel policies or process administration. The primary Supplier Human Resource Director responsibilities will include:

(a) Establish all personnel administration policies for the account.

(b) Provide the Human Resources management function for the account.

(c) Provide the recruitment and placement function for the account.

(d) Provide the communication forms for the account.

(e) Interface with the Zeus Contract Administrator on personnel issues.

(f) Assist with the escalation of issues for review and resolution to the next level of management as follows:

(1) The Supplier Service Delivery Manager with the appropriate Zeus Governance team member

(2) The Zeus Contract Administrator and the Supplier Account Manager

(3) The Zeus Executive Sponsor and the Supplier Account Executive

4 GOVERNANCE STRUCTURE – REVIEW GROUP AND COMMITTEES RELATIONSHIPS

There are two categories of Governance Review groups and committee in which Supplier will be required to participate:

(a) bilateral Governance, focusing on the relationship between Zeus and Supplier; and

(b) multi-vendor (end-to-end) Governance between Client, Supplier and one or more Third Party vendors.

5 BILATERAL GOVERNANCE COMMITTEES AND REVIEW GROUPS

5.1 Overview

The following diagram provides an overview of the key bilateral Governance Review groups or committees, including Meeting Charters and Meeting Frequency.

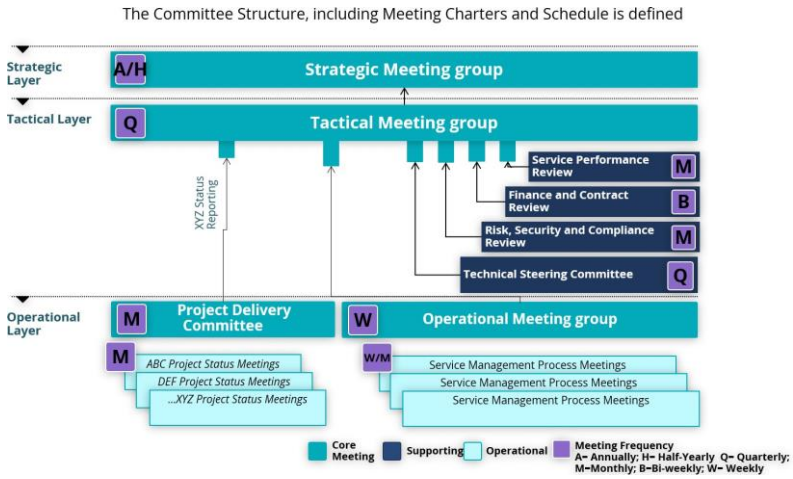

Figure 1: Overview of Bilateral Governance Structure

5.2 Strategic Meeting

Prior to the Effective Date, or as defined in the Transition Plan, the parties will establish a Strategic Meeting group. Strategic Meeting group will have executive management responsibility for the Agreement and for the relationship between the parties. Strategic Meeting group will ensure strategic and operational business alignment between Zeus and Supplier and monitor overall Supplier performance, resolving any issues arising.

5.2.1 Members

The Strategic Meeting group will be chaired by the Zeus Executive Sponsor and will comprise the following members:

(a) Zeus Executive Sponsor (chair).

(b) Zeus Domain Manager(s)

(c) Zeus Procurement Category Manager

(d) Zeus Supplier Manager.

(e) Supplier Account Executive.

(f) Supplier Account Manager.

(g) Head of Supplier's Delivery organization.

(h) Other Zeus and Supplier personnel as required.

5.2.2 Authority

The Strategic Meeting group is the highest Governance authority in the bilateral Governance for the Agreement and has therefore full authority to decide and direct on any changes, issues and escalations pertaining to the Agreement.

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5.2.3 Key Responsibilities

The responsibilities of the Strategic Meeting group include:

(a) Ensure business alignment between the parties, analysis of Zeus and Supplier business plans and oversight of New Services or modified Services during the Term.

(b) Agree to and periodically review the authority of the governance committees and the makeup of the individual members of the Tactical Meeting (section 5.3 below), the Operational Meeting (section 5.7 below), and the Technical Committees (section 5.9 below).

(c) Approve the Tactical Meeting report and recommendations, including review and/or approval of the following:

(1) Transition Plan, progress and achievement of Critical Deliverables and key activities

(2) Service Level reports and modifications

(3) Continual service improvement and quality assurance measures

(4) Reset of Critical Service Levels in accordance with the continuous improvement mechanism described in Schedule D (Performance Framework)

(5) Financial issues and performance

(6) Customer Satisfaction surveys

(7) Audit results

(8) Benchmarking results

(d) Resolve issues escalated by the Tactical Meeting group per the issue escalation procedures developed in accordance with the relevant Attachment 3.4 (Service Management & Governance Manual).

(e) Manage the action items from meetings.

5.2.4 Reports

(a) Meeting minutes (including risks, actions, issues and decisions); and

(b) Official communication and guidance relevant to the delivery teams of both parties.

5.2.5 Meetings

Conduct annually or biannually meetings, and/or at other times as agreed between the parties.

5.3 Tactical Meeting

The parties will establish a Tactical Meeting group.

5.3.1 Members

The Tactical Meeting group shall be chaired by the Zeus Domain and Sub-Domain Manager(s) and will comprise the following members:

(a) Zeus Domain and Sub-Domain Manager(s) (chair)

(b) Zeus Platform Operations Owner / Product Owner

(c) Zeus Contract Administrator.

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(d) Zeus Business Navigator.

(e) Supplier Account Manager.

(f) Supplier Finance Manager.

(g) Other Zeus and Supplier personnel as required, for example the Zeus Service Manager(s).

5.3.2 Authority

Subject to direction and approval from the Strategic Meeting group and to the authority derived from the Contract Change Procedures to be approved by Zeus, the Tactical Meeting group will have general authority and responsibility regarding:

(a) Approving updates and modifications to the Agreement.

(b) Adding New Services and modifying, and/or removing existing Services covered by the Agreement.

(c) Operational, technical, financial and general management oversight of the Agreement.

(d) Resolving issues escalated by the Operational Meeting group(s).

5.3.3 Key Responsibilities

The responsibilities and authorities of the Tactical Meeting group will be determined and delegated in each case in accordance with the authority outlined in section 5.3.2 above.

The Tactical Meeting group's responsibilities will include:

(a) Manage the performance of the parties' respective roles and responsibilities under the Agreement.

(b) Implement the Agreement.

(c) Manage risks and opportunities for improvement.

(d) Monitor Service delivery and Transition activities based on reporting and coordination with the Operational Meeting group.

(e) Consider and approve, where possible, operational and technical Changes in accordance with the Change Management requirements set out in Attachment C.2 (Process Framework).

(f) Consider and approve, where possible, Changes to the Agreement and to the Services in accordance with the Contract Change Procedures and the Change Management process, to be approved by Zeus.

(g) Seek to resolve any issues escalated by the Operational Meeting group(s) per the issue escalation procedures developed in accordance with the relevant Attachment 3.4 (Service Management & Governance Manual).

(h) Produce Tactical Meeting summary reports as set out in the relevant Attachment 4.3 (Reports) to the relevant service-specific Schedule and submit them for Strategic Meeting review.

(i) Approve the following and report, as required, to the Strategic Meeting group with respect to:

(1) Service Levels, Service Level Credits and Earnback, as described in Schedule D (Performance Framework)

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(2) Continual Service Improvement and Quality Assurance measures

(3) Proposals for reset of Service Levels in accordance with the continuous improvement mechanism described in Schedule D (Performance Framework)

(4) Review of financial performance

(5) Pricing

(6) Customer satisfaction surveys

(7) Audit results

(8) Status of actions to address Audit, Risk, Compliance and Control Issues

(9) Benchmarking results

(j) Monitor and review the ongoing status of Third Party Contracts as appropriate.

(k) Initiate, as appropriate, the recommendations and suggestions made by the Strategic Meeting group relating to the Services and/or this Agreement.

(l) Ensure the implementation of process/infrastructure, financial and resource plans.

(m) Review business proposals as submitted by Zeus Business sponsors and/or Supplier personnel.

(n) Recommend new proposals to the Strategic Meeting group.

(o) Review/approve Innovation Roadmap and progress and recommended Changes.

(p) Provide advice and direction to the Operational Meeting group for performance improvement.

(q) Manage the action items from meetings.

5.3.4 Reports

(a) Summary executive reports.

(b) Global management reports.

(c) Service Level reports.

(d) Transition reports.

(e) Minutes.

(f) Balanced scorecard for sourcing.

(g) Documented action items from meetings.

5.3.5 Meetings

The Tactical Meeting group will meet quarterly and/or at other times as agreed between the parties.

5.4 Supplier Performance Review

Prior to the Effective Date, or as defined in the Transition Plan, the parties will establish a Supplier Performance Review group to oversee performance of Supplier's obligations under the Agreement and direct the operational relationship between Zeus and Supplier.

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5.4.1 Members

Supplier Performance Review group will be chaired by Zeus Head of Performance Management and will comprise the following members:

(a) Zeus Head of Performance Management (chair);

(b) Zeus Platform Operation Owner / Product Owner;

(c) Zeus Supplier Manager;

(d) Zeus Performance Manager;

(e) Zeus Contract Administrator;

(f) Zeus Business Navigator (Finance);

(g) Supplier Account Manager;

(h) Supplier Service Delivery Manager(s);

(i) Supplier Service Control Manager; and

(j) other Zeus and Supplier personnel, as required.

5.4.2 Authority

Subject to direction and approval from Supplier Executive Steering Group and to the authority derived from the Contract Change Procedures to be approved by Zeus, Supplier Performance Review group will have general authority and responsibility regarding:

(a) Service, contractual, financial, and general management oversight of the Agreement;

(b) approving modifications to the Agreement;

(c) adding New Services and modifying, and/or removing existing Services covered by the Agreement; and

(d) resolving issues escalated by Supplier Service Delivery Review group.

5.4.3 Key Responsibilities

Supplier Performance Review group's key responsibilities include:

(a) manage the Zeus's and Supplier's obligations and responsibilities under the Agreement;

(b) review the quality and performance of Services against Supplier Service Level targets and drive achievement of the targets;

(c) approve the Service performance reporting required for input to Supplier Executive Steering Group, with respect to: service level performance, service improvement, financial performance, compliance performance, and validated demand forecasts;

(d) manage risks and opportunities for Supplier-specific improvement; monitor and ensure the implementation of Supplier improvement plans;

(e) consider and approve requested changes to the Agreement in accordance with the Contract Change Procedures; and

(f) provide advice and direction to the Service Delivery Review group for issue resolution and performance improvement.

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5.4.4 Reports

(a) Summary of Service performance reports for Supplier Executive Steering Group;

(b) Service level reports;

(c) Updated demand plans;

(d) Updated Service plans;

(e) Transition reports (as appropriate);

(f) Meeting minutes (including risk, actions, issues and decisions); and

(g) Value assurance report.

5.4.5 Meetings

Supplier Performance Review group will meet monthly, or with changed frequency, if agreed, and applicable to the overall Governance Framework.

5.5 Supplier Risk, Security and Compliance Review

Prior to the Effective Date, or as defined in the Transition Plan, the parties will establish a Supplier Risk, Security and Compliance Review group.

5.5.1 Members

The Risk, Security and Compliance Review group will be chaired by Zeus Risk/Compliance function delegated representative and comprise the following members:

(a) Zeus Representative of Risk and Compliance function (chair);

(b) Zeus Representative of Information Security function;

(c) Zeus Performance Manager

(d) Supplier Risk and Compliance Manager;

(e) Supplier Information Security Manager;

(f) Supplier Account Manager; and

(g) other Zeus and Supplier personnel, as required.

5.5.2 Authority

All members of the Risk, Security and Compliance Review group will have general authority and responsibility to:

(a) approve security and audit remediation actions;

(b) approve risk assessments and mitigation plans; and

(c) approve security and service continuity tests and remediation actions.

5.5.3 Key Responsibilities

Specifically, members of the Risk, Security and Compliance Review group will:

(a) communicate new policies and guidelines;

(b) review annual audit scope and plan;

(c) review outcome of completed audits, trends and key issues;

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(d) review progress against agreed resolutions (satisfying contract, legal and regulatory requirements);

(e) agree service continuity plans and test schedule;

(f) review compliance with regulatory requirements and agree on appropriate actions to address deficiencies;

(g) review outcome of periodic security and service continuity tests, trends (key risk indicators, key performance indicators) and key issues; and

(h) review progress of corrective actions from security and service continuity tests.

5.5.4 Reports

(a) Compliance, audit, and risk report for Supplier Performance Review;

(b) Security reports; and

(c) Meeting minutes (including risks, actions, issues and decisions).

5.5.5 Meetings

The Risk, Security and Compliance Review group will meet monthly or with changed frequency, if agreed, and applicable to the overall Governance Framework.

5.6 Supplier Finance and Contract Review

Prior to the Effective Date, or as defined in the Transition Plan, the parties will establish a Supplier Finance and Contract Review group to oversee all financial and contractual aspects concerning the Agreement.

5.6.1 Members

The Finance and Contract Review group will be chaired by Zeus Business Navigator (Finance) and will comprise the following members:

(a) Zeus Business Navigator (chair);

(b) Zeus Contract Administrator;

(c) Zeus Supplier Manager;

(d) Supplier Finance Manager;

(e) Supplier Contract Manager; and

(f) other Zeus and Supplier personnel as required.

5.6.2 Authority

All members of the Finance and Contract Review group will have general authority and responsibility regarding:

(a) review and approve, where appropriate, relevant Service Requests;

(b) review and approve costs and billing; and

(c) review and approve updates to the Service Catalog.

5.6.3 Key Responsibilities

The Finance and Contract Review group will:

(a) conduct ongoing review of actuals against plan;

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(b) review and approve Supplier contractual financial obligations and reports;

(c) review and monitor status of contract changes;

(d) resolve contract and finance issues or escalate for resolution to the appropriate Governance forum, as appropriate;

(e) prepare and manage Benchmarking reviews; and

(f) support relevant Service Requests by reviewing and approving Service Requests' adherence to terms and conditions of the Agreement or delegate Service Request reviews to a dedicated service request review team.

5.6.4 Reports

(a) Report on financial performance to Supplier Performance Review group;

(b) Report on contract management activities;

(c) Meeting minutes (including risks, actions, issues and decisions).

5.6.5 Meetings

The Finance and Contracts Review group will meet bi-weekly or with changed frequency, if agreed, and applicable to the overall Governance Framework.

5.7 Operational Meeting

The parties will establish an Operational Meeting group.

5.7.1 Members

The Operational Meeting group (s) shall be chaired by the Zeus Platform Operations Owner / Product Owner and will comprise the following members:

(a) Zeus Platform Operations Owner / Product Owner (chair)

(b) Service Desk and Operations representatives

(c) Supplier Service Delivery Manager(s).

(d) Other Zeus and Supplier personnel as required.

5.7.2 Authority

All members of the Operational Meeting group (s) will have general authority and responsibility regarding:

(a) Review and approval, where possible, of the short-term and long-term plans and activities in regard to the delivery of the Services.

(b) Resolution of Service delivery issues.

(c) Upward notification of all opportunities or issues that might result in the addition, deletion or modification of the Services or the terms of the Agreement, irrespective of the initiating party.

(d) Agreement of local Service delivery initiatives, where approved by appropriate level.

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5.7.3 Key Responsibilities

The responsibilities and authorities of the Zeus and Supplier representatives will be determined and delegated in each case by the Tactical Meeting group and may include matters within the relevant region, such as the following:

(a) Monitor the delivery of the Services.

(b) Monitor Critical Deliverables and Service Levels.

(c) Coordinate and communicate day-to-day Service delivery issues; address, co-coordinate and prioritize the issues affecting the provision of the Services to Zeus.

(d) Review and escalate operational problems and issues in accordance with the relevant Attachment 3.4 (Service Management & Governance Manual).

(e) Identify, monitor, manage and resolve service delivery risks and escalate to the Tactical Meeting group any significant residual risks and mitigations that cannot be resolved.

(f) Review and schedule Requests for Change (RFCs) in accordance with the Change Management requirements described in Attachment C.2 (Process Framework).

(g) Ensure efficient flow of documentation as required by the Agreement.

(h) Handle disputes within the authority of the Zeus and Supplier representatives and refer others to the Tactical Meeting group per the issue escalation procedures developed in accordance with the relevant Attachment 3.4 (Service Management & Governance Manual).

(i) Submit issues concerning the relationship between the parties to the Tactical Meeting group for its guidance and recommendations.

(j) Submit reports as required and as defined in the relevant Attachment 4.3 (Reports) to the Management Committee to the relevant service-specific Schedule.

(k) Advise the Tactical Meeting group of new opportunities and proposals.

(l) Identify and refer matters outside the authority of Zeus and Supplier representatives to the Tactical Meeting group.

(m) Review and present recommendations and suggestions made by Zeus representatives and Supplier representatives relating to the Services and initiate appropriate actions.

(n) Identify issues that may have an impact outside the relevant Sites and refer these to the Tactical Meeting group and, as appropriate, to other Sites as required.

(o) Monitor and review the ongoing status of Third Party contracts as appropriate.

(p) Provide management of the action items from meetings.

(q) Review and adjust the following, as directed by the Tactical Meeting group:

(1) Service Levels

(2) Continual service improvement and quality assurance measures

(3) Customer satisfaction surveys

(4) Audits and actions from audit findings

(5) Benchmarking results

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5.7.4 Reports

(a) Management Reports.

(b) Service Levels and Service delivery results (as required).

(c) Minutes.

(d) Documented action items from meetings.

5.7.5 Meetings

The Operational Meeting group will meet weekly and/or at other times as agreed between the parties.

5.8 Supplier Project Delivery Review

Prior to the Effective Date, or as defined in the Transition Plan, the parties will establish a Supplier Project Delivery Review group to oversee all Supplier obligations for change/project delivery activities.

5.8.1 Members

Supplier Project Delivery Review will be chaired by Zeus Head of Performance Management and will comprise the following members:

(a) Zeus Head of Performance Management (Chair);

(b) Zeus Project Management

(c) Supplier Account Manager;

(d) Supplier Project Management; and

(e) other Zeus and Supplier personnel, as required.

5.8.2 Authority

Subject to direction and approval from Supplier Executive Steering Group, Supplier Project Delivery Review group will have general authority and responsibility regarding:

(a) monitoring of Supplier's performance in all change/project delivery activity; and

(b) ensuring Supplier is following all project delivery methodologies and meeting all change-related obligations and deliverables under the Agreement.

5.8.3 Key Responsibilities

The responsibilities of Supplier Project Delivery Review group include:

(a) ensuring Supplier projects follow Zeus's project lifecycle delivery and quality assurance methodologies as agreed;

(b) ensuring Supplier is supporting Zeus-led projects in accordance with their obligations;

(c) monitoring Supplier effort estimates to ensure accuracy within agreed tolerances and spend against agreed budgets;

(d) monitoring delivery of Supplier projects to agreed Service Levels;

(e) reporting aggregate Supplier project delivery performance to Supplier Performance Review group;

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(f) resolving escalations from individual projects where Supplier performance is falling short; escalate to Supplier Performance Review group, if necessary; and

(g) reviewing project lessons learned and identifying improvement actions for Supplier (monitoring delivery of improvement plans).

5.8.4 Reports

(a) Summary project delivery performance reports; and

(b) Meeting minutes (including risks, actions, issues and decisions).

5.8.5 Meetings

Supplier Project Delivery Review group will meet (at a minimum) monthly, or with changed frequency, if agreed, and applicable to the overall Governance Framework.

5.9 Technical Steering Committee

(a) A Technical Steering Committee will be established by the parties. This will be a joint meeting between Zeus and all participating Suppliers delivering the in-scope application management services.

(b) The Technical Steering Committee will meet quarterly and/or at other times as agreed between the parties.

(c) It is agreed that the Technical Steering Committee shall not be involved in day-to-day operational issues.

5.9.1 Members

The Technical Steering Committee shall be chaired by the Zeus Architecture Manager and will comprise the following members:

(a) Zeus Architecture Manager (chair).

(b) Zeus Supplier Manager.

(c) Zeus Business Process Architects.

(d) Supplier Account Manager.

(e) Supplier-assigned Chief Technology Officer for Zeus

(f) Zeus and Supplier Subject-Matter Experts (SMEs) as required.

5.9.2 Key Responsibilities

The responsibilities of the Technical Steering Committee will include:

(a) Review and ensure alignment of Zeus's IT strategy and IT policies implementation. All issues arising from the review are to be escalated to the Tactical Meeting group and then to the Strategic Meeting group for review and resolution.

(b) Use management reports defined in the relevant Attachment 4.3 (Reports) and any other appropriate sources, to research, develop, review and approve technical initiatives to address business issues and opportunities as agreed by the Strategic Meeting group and/or the Tactical Meeting group.

(c) Provide advice and guidance to the Tactical Meeting group for technical improvement and make recommendations directly to Zeus and Supplier on issues affecting the technical Infrastructure that supports Zeus's Business operations.

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(d) Review technical policy standards and make recommendations to the Tactical Meeting group.

(e) Review any proposals for reductions in the costs of the Services driven by new technology.

(f) Review and maintain the innovation roadmap.

(g) Assess the risks and benefits of identified opportunities, prioritize, approve and monitor projects and activities to pursue and implement innovative ideas.

(h) Ensure that all service providers coordinate and cooperate in the delivery of services, which are end-to-end and involve multiple service providers.

(i) Serve as a brainstorming forum to overcome issues that are affecting the Services.

6 MULTI-VENDOR GOVERNANCE COMMITTEES AND REVIEW GROUPS

6.1 Multi-Vendor Executive Steering Group

Prior to the Effective Date, or as defined in the Transition Plans, the parties will establish the Multi-Vendor Executive Steering Group. The Multi-Vendor Executive Steering Group will ensure strategic and business alignment for the end-to-end Service between Zeus, Supplier and all Third Party vendors. The Multi-Vendor Executive Steering Group will also ensure all participants maintain a positive, collaborative relationship with clear focus on achievement of the Zeus goals.

6.1.1 Members

The Multi-Vendor Executive Steering Group will be chaired by Zeus Head of Performance Management and will comprise the following members:

(a) Zeus Head of Performance Management (chair);

(b) Zeus Executive Sponsor;

(c) Zeus Supplier Manager;

(d) Supplier/Third Party vendors Account Executive;

(e) Supplier/Third Party vendors Head of Delivery organization; and

(f) other Zeus and Supplier personnel, as required.

6.1.2 Authority

The Multi-Vendor Executive Steering Group is the highest Governance authority in the multi-vendor Governance of Zeus and has therefore full authority to decide and direct on any changes, issues and escalations pertaining to the multi-vendor coordination and service integration.

6.1.3 Key Responsibilities

The responsibilities of the Multi-Vendor Executive Steering Group include:

(a) manage Zeus, Supplier and Third Party vendor relationships at the executive level and ensure collaboration between Supplier and Third Party vendors at the executive level;

(b) ensure strategic alignment across Zeus, Supplier and Third Party vendors by sharing information about Zeus's business direction and review overall effectiveness of the end-to-end IT Services in meeting the needs of Zeus's business;

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(c) inform Supplier and all Third Party vendors of any relevant changes to Zeus's business, services, business initiatives, technology initiatives and any other relevant strategies, including announcements which affect Supplier and multiple Third Party vendors;

(d) confirm the business priorities for Zeus in terms of end-to-end service delivery, major service improvement plans and program deliveries;

(e) communicate and monitor Zeus's strategic aims and objectives for the end-to–end IT Services; and

(f) review whether the performance of end-to-end IT Service is delivering to the expected requirements, value and benefit.

6.1.4 Reports

(a) Joined official communication and guidance relevant to the delivery teams of all parties; and

(b) Meeting minutes (including risks, actions, issues and decisions).

6.1.5 Meetings

Hold initial quarterly meetings, changing to bi-annual or other time periods, if agreed, and applicable to the overall Governance Framework.

6.2 Multi-Vendor Innovation Forum

Prior to the Effective Date, or as defined in the Transition Plans, the parties will establish the Multi-Vendor Innovation Forum to encourage Supplier and Third Party vendors to promote Innovations in support of their services and relevant to the Zeus business needs and goals.

6.2.1 Members

The Multi-Vendor Innovation Forum will be chaired by Zeus Head of Performance Management and will comprise the following members:

(a) Zeus Head of Performance Management (chair);

(b) Zeus Executive Sponsor;

(c) Zeus Supplier Governance and Relationship Manager;

(d) Zeus Service Owner(s);

(e) Supplier/Third Party vendors Head of Zeus/Industry Segment;

(f) Supplier/Third Party vendors Account Executive;

(g) Supplier/Third Party vendors Service Delivery Manager(s); and

(h) other Zeus and Supplier personnel, as required.

6.2.2 Key Responsibilities

The purpose of the Multi-Vendor Innovation Forum is to:

(a) demonstrate and showcase innovative solutions, approaches and services successfully realized on the Zeus's account; and

(b) showcase innovations, capabilities and industry trends that might be relevant to the Zeus regarding Zeus business needs.

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6.2.3 Meetings

Hold annually, but a minimum 2 months after the Multi-Vendor Executive Steering Group meeting.

6.3 End-to-End Service Performance Review

Prior to the Effective Date, or as defined in the Transition Plans, the parties will establish or join an existing End-to-End Service Performance Review group. The end-to-end IT Service Performance Review is responsible for monitoring, managing and improving end-to-end IT service performance, quality and process efficiency across Supplier and all Third Party vendors. It works to maintain positive, collaborative working relationships with a clear focus on achievement of Zeus's end-to-end IT Service performance targets.

6.3.1 Members

The End-to-End Service Performance Review group will be chaired by Zeus Head of Performance Management and will comprise the following members:

(a) Zeus Head of Performance Management (chair);

(b) Zeus Platform Operations Owner / Product Owner(s);

(c) Zeus Representative of Service Integration function;

(d) Zeus Performance Manager;

(e) Supplier/Third Party vendors Service Delivery Manager(s);

(f) Supplier/Third Party vendors Account Managers;

(g) Supplier/Third Party vendors Operation Integration Leads; and

(h) other Zeus and Supplier personnel, as required.

6.3.2 Authority

Subject to direction and approval from the Multi-Vendor Executive Steering Group and to the authority derived from the Contract Change Procedures to be approved by Zeus, the End-to-End Service Performance Review group will have general authority and responsibility regarding:

(a) monitoring, managing, and improving multi-vendor (end-to-end) service performance; and

(b) reviewing the Zeus policy and process changes which affect multiple Suppliers.

6.3.3 Key Responsibilities

The responsibilities of the End-to-End Service Performance Review group include:

(a) review the quality and performance of Services against end-to-end service level targets and drive the achievement of the targets;

(b) review IT service performance exceptions and ensure that IT service improvement plans are defined, prioritized and implemented where services are falling short of targets;

(c) monitor multi-vendor service dependencies and resolve/arbitrate issues where this impacts on achievement of end-to-end performance or quality targets;

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(d) review Zeus Satisfaction results & Improvement Plans for end-to-end services, Process performance & improvement plans and all other Continuous Service Improvement plans;

(e) review consolidated business unit demand against IT Service, Supplier and Third Party vendor planned capacity, and propose options for addressing any excess or shortfall;

(f) review Service performance risks (including security) and issues log; agreeing actions & risk mitigations;

(g) review reports & recommendations from Zeus architecture committee regarding multi-vendor issues and Innovation proposals; make recommendations to Multi-Vendor Executive Steering Group;

(h) resolve escalated issues from the Multi-Vendor IT Service Delivery Review;

(i) escalate unresolved issues to the Multi-Vendor Executive Steering Group or to specific Supplier Performance Review(s) as appropriate; and

(j) provide advice and direction to the End-to-End Service Performance Review group for issue resolution and performance improvement.

6.3.4 Reports

(a) End-to-end Service Performance reports for Multi-Vendor Executive Steering Group;

(b) Meeting minutes (including risk, actions, issues, and decisions); and

(c) Multi-Vendor balanced scorecard regarding end-to-end performance.

6.3.5 Meetings

Hold monthly meetings, or at other time periods, if agreed, and applicable to the overall Governance Framework.

6.4 Innovation and Architecture Committee

Prior to the Effective Date, or as defined in the Transition Plan, the parties will establish an Innovation and Architecture Committee to be responsible for integrity of the overall IT Architecture and the Innovation Roadmap.

6.4.1 Members

The Innovation and Architecture Committee will be chaired by the Zeus Architect Manager and will comprise the following members:

(a) Zeus Architect Manager (chair);

(b) Zeus Head of Performance Management;

(c) Supplier/Third Party vendor Account Manager(s);

(d) Supplier/Third Party vendor Innovation/Architecture Leads; and

(e) Subject-Matter Experts (SMEs) as required.

6.4.2 Authority

The Innovation and Architecture Committee is authorized to:

(a) raise issues of integration or technology conflict between vendors; and

(b) create solutions which must be approved by Zeus executive.

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6.4.3 Key Responsibilities

Specifically, the Innovation and Architecture Committee will:

(a) communicate Zeus's architecture, standards and policies;

(b) ensure a forum for resolution of major technology issues between service providers; and

(c) review the architecture and innovation roadmap.

6.4.4 Reports

(a) Joint official communication and guidance relevant to the delivery teams of all parties; and

(b) Meeting minutes (including risks, actions, issues, and decisions).

6.4.5 Meetings

The Innovation and Architecture Committee will meet quarterly or with changed frequency, if agreed, and applicable to the overall Governance Framework.

7 POTENTIAL ADDITIONAL COMMITTEES

The parties will discuss governance and determine if any additional governance meetings are required. The parties will also agree the purpose of, authority, membership and frequency of such additional governance meetings.

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Attachment C.2
Process Framework

Master Services Agreement
Application and Technology Management

Agreement No.:	CW43668
First Party:	ZEUS IT
AB	
Second Party:	HCL Technologies Sweden AB
Classification:	Confidential
Date:	2023.06.01

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PROCESS FRAMEWORK

PART A OVERVIEW

1 PURPOSE

This Attachment defines the processes to be performed in delivering Services to Zeus and the outcomes owed by Supplier for each process included in the Services.

2 PROCESSES IN SUPPLIER SCOPE

(a) Supplier agrees that in creating the process outcomes described in this document that it will be necessary to collaborate with Zeus Third parties and/or other suppliers.

(b) Supplier further agrees that such collaboration will be considered part of the Services and therefore included in the Charges.

2.1 Explicitly Included Processes

(a) For each process described in Part B (General Management Processes), Supplier will perform such process for all Services.

(b) For each process described in Part C (Service Lifecycle Management Processes), Supplier will perform such process for only those Services, or Service Variants, that mark the process as "included" in the relevant Attachment 1 (*Service Catalog*) to the relevant service-specific Schedule.

2.2 Implicitly Included Supporting Processes or Activities

Supplier will perform any supporting processes or activities to the extent those are required to enable the explicitly included processes and the outputs or outcomes produced by such explicitly included processes.

3 GENERAL PROCESS REQUIREMENTS

Supplier will follow best practices as defined in the ITIL framework in delivering Services to Zeus. This explicitly includes the following cross-cutting practices, which Supplier will apply in all in-scope processes in which such practices are relevant even if these processes are not mentioned as "included" in the relevant Attachment 1 (Service Catalog) to the Agreement:

(a) Capacity Management;

(b) Availability Management;

(c) Information Security Management; and

(d) IT Service Continuity Management.

[Example: Assume Supplier fully manages a service. Supplier designs the service such that appropriate service capacity (or performance), service availability, information security, and service continuity (e.g., recoverability) can be ensured. Supplier builds and integrates the service as designed (e.g., by provisioning and configuring sufficient resources). Supplier tests the service capacity (e.g., load test), service availability (e.g., failover test), information security (e.g., penetration test), and service continuity (e.g., disaster recovery test). Once in production, Supplier monitors and event-manages service capacity (e.g., utilization), service availability (e.g., uptime), information security (e.g., security threat indicators), and service

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continuity (e.g., service continuity indicators). Supplier controls capacity and availability (e.g., by provisioning or deprovisioning resources), acts on security events, and invokes the IT service continuity (or DR) plan as necessary.]

PART B GENERAL MANAGEMENT PROCESSES

4 MANAGE SERVICE DELIVERY

4.1 Manage Governance

Supplier will fulfil all obligations defined in Attachment C.1 *(Governance Framework)*.

4.2 Manage Programs and Projects

Supplier will manage and deliver programs and projects in accordance with Attachment C.3 (*Project Framework*) and the related Project Order Documents.

4.3 Manage Knowledge

Supplier will ensure all relevant knowledge and information is gathered, stored, analyzed, and shared:

(a) with Zeus, Third Party providers delivering services to Zeus, and Authorized Users

(b) in a form appropriate for the type of knowledge or information (e.g., human-readable knowledge articles for Authorized Users, raw data for further processing) being shared

(c) via an electronic interface between the Supplier ITSM (IT Service Management) System and the Zeus ITSM System, unless otherwise agreed with Zeus.

(d) Make use of Zeus's Service Knowledge Management Systems (SKMS) to contain:

(1) Policies and procedures

(2) Best practices

(3) Methods to resolve Incidents

(4) Known Errors

(5) Service Desk scripts

(6) Self-help articles

(7) Frequently Asked Questions (FAQs)

(8) a mechanism for Zeus and Third Party vendors to report and review the SKMS data and information and allow Zeus and Third Party vendors to create and save knowledge assets to the SKMS.

4.4 Continually Improve Services

Supplier will continually improve the Services, including the service management processes, organization, and tools.

5 MANAGE PERFORMANCE, EXPERIENCE, AND SATISFACTION

5.1 Manage Performance

Supplier will manage performance as specified in Schedule D (*Performance Framework*). Specifically, Supplier will manage in-scope Services such that:

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(a) Service Levels are met;

(b) Critical Deliverables, if any, are delivered on time while fulfilling any agreed acceptance criteria; and

(c) correct and consistent Reports are provided on time.

5.2 Manage Experience and Satisfaction

Supplier will ensure that:

(a) user experience and the satisfaction of Authorized Users and stakeholders are surveyed and measured as agreed with Zeus;

(b) user experience and satisfaction of Zeus and stakeholders remain on or reach the measurable levels agreed with Zeus; and

(c) Authorized User complaints are analyzed, prioritized, follow-up activities are initiated, supported, and monitored and Zeus is informed.

6 MANAGE PRICING AND FINANCIALS

Supplier will fulfil all obligations defined in Schedule E *(Pricing Framework)*.

7 MANAGE RISK AND COMPLIANCE

Supplier will manage information and operational risks, information security, compliance with applicable laws and regulations, and audits and assurance as set out in Schedule F (Information Security Requirements).

PART C SERVICE LIFECYCLE MANAGEMENT PROCESSES

8 INTEGRATE SERVICES

The parties agree that Zeus will be responsible for service integration. However, Supplier is obliged to support Zeus in this role for the processes listed in this chapter.

8.1 Integrate Service Catalog Management

8.1.1 Outcomes

For all in-scope operational Services and those being prepared to be run operationally, Supplier shall support Zeus by ensuring the following outcomes as they relate to the Services to achieve effective Service Catalog Management across all relevant Zeus teams and suppliers:

(a) Supplier's Service Catalog(s) is/are regularly reviewed, validated and improved, all target languages required are translated, to ensure fit for purpose;

(b) Supplier compliances to Service Catalog policies and procedures are monitored and controlled;

(c) Zeus Service Catalog structure and content is provided, implemented and maintained, if applicable, in the IT Service Management System including information on:

(1) Service details and descriptions;

(2) Service charging information;

(3) Service level information;

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(4) Request fulfilment workflow;

(5) current Status;

(6) Service dependencies to Supplier(s) catalog(s)

(d) Zeus

(e) Changes to Zeus Service Catalog are communicated;

(f) approval authority rules and procedures defined by Zeus are established, maintained, and controlled, if applicable, in the Service Management System; and

8.1.2 Zeus Supplier Constraints

Supplier is required to use Zeus's Service Management System in accordance with the requirements defined in the Service Management & Governance Manual.

8.1.3 Zeus Obligations

(a) Provide service descriptions and definitions on Zeus-facing Services for Zeus-facing Service Catalog required by Zeus.

(b) Provide approval authorities and procedures defined and approved.

8.2 Integrate Service Design

8.2.1 Outcomes

For all in-scope Services, Supplier shall support Zeus by ensuring the following outcomes as they relate to the Services to achieve effective Service Design across all relevant Zeus teams and suppliers:

(a) The planning of designs across suppliers is coordinated, schedules and milestones are communicated and achieved across suppliers;

Supplier shall ensure:

(b) the full Service design package is considered by individual design projects in support of the integrated design;

(c) conflicts between design efforts is prevented;

(d) the translation of requirements into designs across suppliers is coordinated to achieve desired business outcome;

(e) processes are established and managed across suppliers to enable early risk & issue identification, assessment, and response (corrective actions);

(f) final reviews are performed to check if the design is compliant with design guidelines (standards & conventions) and meets agreed requirements; and

(g) handover to Service Transition is performed as specified and any issues preventing handover are resolved.

8.2.2 Constraints

No process-specific constraints exist.

8.2.3 Zeus Obligations

No process-specific Zeus obligations exist.

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8.3 Integrate Capacity Management

8.3.1 Outcomes

For all in-scope Services, Supplier shall support Zeus by ensuring the following outcomes as they relate to the Services to achieve effective Capacity Management across all relevant Zeus teams and suppliers.

(a) the effectiveness of Capacity Management is continuously analyzed, reported, and improved;

(b) all aspects of capacity are controlled, managed and reported;

(c) that cyclical/seasonal and recurring peaks in demand are catered for, e.g. month-end processing, black Friday sale, Christmas sale;

(d) business requirements are assessed and translated into future Capacity Requirements, subsequent Solution Design Requirements are derived and aligned across suppliers;

(e) capacity plans are reviewed and kept current;

(f) reports and recommendations of suppliers on tuning, or optimization for better utilization or performance improvement for Services are consolidated;

(g) a consolidated Capacity plan is created, manage and at least quarterly updated; and

(h) ad-hoc performance and Capacity studies:

(1) as requested by Zeus, or as needed to deliver the Services are conducted.

(2) To periodically confirm that the Services meet planned performance and utilization expectations and requirements.

(3) provision of all necessary cooperation and assistance to other service providers in testing the performance of new Infrastructure and Software to confirm such Systems meet planned performance and utilization expectations and requirements.

(i) that Incidents or Problems do not occur as a result of excessive resource utilization

(j) active participation in teams working to resolve Incidents and Problems related to poor performance using Capacity Management tools, data, reports and disciplines.

(k) Supporting Zeus with the incorporation of new technological developments, advances and evolution into the Services, as applicable.

8.3.2 Constraints

No process-specific constraints exist.

8.3.3 Zeus Obligations

(a) Business capacity planning is provided.

(b) counter measures, corrective actions as well as proactive measures needs to be approved.

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8.4 Integrate Availability Management

8.4.1 Outcomes

For all in-scope Services, Supplier shall support Zeus by ensuring the following outcomes as they relate to the Services to achieve effective Availability Management across all relevant Zeus teams and suppliers:

(a) the effectiveness of Availability Management is continuously analyzed, reported, and improved;

(b) business requirements are assessed and translated into Availability Requirements, subsequent Service Level Targets and Solution Design Requirements are derived and aligned across suppliers;

(c) integrated availability plans (including IT Maintenance Plan) are created, reviewed, aligned cross-suppliers, kept current, tested, and released;

(d) risk assessments and impact analyses are conducted;

(e) failure reports are consolidated and evaluated, counter measures are recommended and carried out;

(f) cost and feasibility of all remediation actions and initiatives are evaluated; and

(g) end-to-end availability of critical applications is monitored, and a live availability dashboard is provided.

(h) assist Zeus in identifying ways to shorten the Incident Lifecycle, e.g. detection, diagnosis, repair, recovery, restoration through analysis of key Availability metrics, including MTBF, MTBSI, MTTR and MTRS.

8.4.2 Constraints

Supplier may use Zeus's End-to-End Monitoring System in accordance with the requirements defined in the Service Management & Governance Manual.

8.4.3 Zeus Obligations

(a) Business requirements and blackout windows are provided.

(b) Availability requirements of New or Changed Services are approved.

8.5 Integrate IT Service Continuity Management

8.5.1 Outcomes

For all in-scope Services, Supplier shall support Zeus by ensuring the following outcomes as they relate to the Services to achieve effective Continuity Management across all relevant Zeus teams and suppliers:

(a) a cross-IT Service Continuity Plan is created and maintained that integrates the individual Service Continuity Plans and those of Zeus;

(b) alignment between IT Service Continuity and Zeus's Business Continuity Management (BCM) is coordinated;

(c) tools, procedures, and policies are established for coordinating continuity and restoration activities with local authorities as required by statutes or regulations;

(d) a process is implemented to validate the operational effectiveness of controls;

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(e) Cross-Delivery Service Continuity Testing is planned, conducted, and analyzed for all business essential Services;

(f) improvements to IT Service Continuity plans or activities are identified and aligned with suppliers and Zeus;

(g) Staff contacts and duties of all suppliers and Zeus are exactly defined, updated, and regularly communicated; and

(h) ITSCM audits are coordinated.

(i) Report Disasters (or potential Disasters) to Zeus immediately upon identification based on parameters defined in the IT Service Continuity Plans and consult with Zeus for an official declaration of a Disaster as appropriate.

(j) For all facilities where Supplier has oversight responsibility, declare Disasters in accordance with procedures existing at the time of declaration and notify Zeus of situations that may escalate to Disasters as soon as practicable.

8.5.2 Constraints

No process-specific constraints exist.

8.5.3 Zeus Obligations

(a) Zeus ensures that procedures and criteria for declaring a Disaster are provided.

(b) Zeus manages and provides the list of business essential Applications and Cross-Delivery Services.

(c) Zeus supplies ITSCM and BCM procedures and policies.

8.6 Integrate Change Management

8.6.1 Outcomes

For all Changes, Supplier shall support Zeus by ensuring the following outcomes as they relate to the Services to achieve effective Change Management across all relevant Zeus teams and suppliers:

(a) all Changes to the IT Services are coordinated, including:

(1) implementation of complex or multi-supplier Changes are coordinated across suppliers;

(2) all Service-impacting Changes are communicated to Zeus and all relevant stakeholders;

(3) information, impact, and schedule for all Changes are provided on request of involved suppliers;

(4) a schedule of Change is maintained; and

(5) change advisory board meetings are managed and Changes that require change advisory board approval are correctly presented, reviewed and decisions are documented and communicated;

(b) Change authorization is managed for all Service-impacting Changes, including:

(1) agreed approval criteria, delegated authority levels, Change classification and prioritization are correctly applied to all Service-impacting Changes;

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(2) Change classification, approval criteria, delegated authority, and priority levels are regularly reviewed, adjusted, and agreed to meet changing business needs; and

(3) accurate and complete records of all Change decisions are maintained;

(c) Change evaluation and reporting is coordinated, including:

(1) all significant Changes are evaluated in accordance with the Change evaluation process, including Cross-Delivery impacts, risks, intended & unintended effects;

(2) Change evaluation policy is agreed with Zeus and communicated to all stakeholders; and

(3) consolidated evaluation reports are made available for Change management decision making throughout the Change lifecycle in a timely manner; and

(d) Change audits are coordinated.

8.6.2 Constraints

Supplier is required to use Zeus's Service Management System in accordance with the requirements defined in the Service Management & Governance Manual.

8.6.3 Zeus Obligations

(a) Zeus approves Services impacting Changes within the required timescales and by a person with the required authority.

(b) Zeus provides Change policies and procedures.

(c) Zeus participates in change advisory board meetings.

8.7 Integrate Release Management

8.7.1 Outcomes

For each proposed new or Changed Service, Supplier shall support Zeus by ensuring the following outcomes as they relate to the Services to achieve effective Release Management across all relevant Zeus teams and suppliers:

(a) all releases for test and production environments are planned, scheduled, controlled, and documented;

(b) the content of releases is defined and comprised of Zeus's authorized components;

(c) guidelines for the deployment of releases exist and are current;

(d) releases with multi-supplier impact are identified and communicated to change advisory board prior to release deployment;

(e) deployment of the Release Package into Production is orchestrated across Zeus and all suppliers and dependencies are managed, if applicable.

8.7.2 Constraints

No process-specific constraints exist.

8.7.3 Zeus Obligations

No process-specific Zeus obligations exist.

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8.8 Coordinate Test and Validation

8.8.1 Outcomes

For the Services Supplier shall support Zeus by ensuring the following outcomes, to achieve effective coordination of testing and validation across all relevant Zeus teams and suppliers:

(a) Test and Validate Services policy, process and quality standards are communicated to all parties;

(b) Services are validated or qualified according to Zeus validation requirements; and

(c) The overall effectiveness of the process is maintained.

8.8.2 Constraints

No process-specific constraints exist.

8.8.3 Zeus Obligations

Zeus shall provide service test & validation policies and quality standards.

8.9 Integrate Configuration Management

8.9.1 Outcomes

For all in-scope Services, Supplier shall support Zeus by ensuring the following outcomes as they relate to the Services to achieve effective Configuration Management across all relevant Zeus teams and suppliers:

(a) a Cross-Supplier Configuration Model (the underlying structure of a Configuration Management System) exists, holds necessary information on Configuration Items, and is current;

(b) Configuration Management is monitored, including:

  (1) ongoing Configuration Mgt. of suppliers is continuously monitored;

  (2) Supplier collaboration is continuously monitored, necessity to get involved decided and escalations orchestrated;

(c) Configuration Management is verified and audited, including:

  (1) data completeness and consistency are verified, discrepancies where occurred are checked and solved;

  (2) regular reports (e.g. audit report) are created and reported to all relevant stakeholders;

  (3) data discrepancies across Supplier CMDBs are identified and solved.

8.9.2 Constraints

Supplier is required to use Zeus's Service Management System, specifically the Configuration Management System/ CMDB, in accordance with the requirements defined in the Service Management & Governance Manual.

8.9.3 Zeus Obligations

Zeus shall provide configuration management process, policies and quality standards.

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8.10 Integrate Service Request Fulfillment

8.10.1 Outcomes

For all in-scope Services, Supplier shall support Zeus by ensuring the following outcomes as they relate to the Services to achieve effective Service Request Fulfilment across all relevant Zeus teams and suppliers:

(a) the processing effectiveness of Service Requests is continuously analyzed, reported and improved;

(b) execution of service requests within the agreed target;

(c) cross-supplier service requests are coordinated and orchestrated across suppliers;

(d) ongoing Service Request fulfillment and Supplier collaboration is continuously monitored; and

(e) the backlog of Service Requests across suppliers is monitored and escalated as defined by Zeus;

8.10.2 Constraints

Supplier is required to use Zeus's Service Management System in accordance with the requirements defined in the Service Management & Governance Manual.

8.10.3 Zeus Obligations

Provide approval authorities and procedures defined and approved.

8.11 Integrate Access Management

8.11.1 Outcomes

At all times, Supplier shall support Zeus by ensuring the following outcomes as they relate to the Services to achieve effective Access Management across all relevant Zeus teams and suppliers:

(a) access rights and user Roles are centrally managed and coordinated in adherence to Zeus's security requirements;

(b) security clearance and access control processes are coordinated and managed for all Services;

(c) elevated authentication and authorization mechanisms required by Zeus are supported (for example, multi-factor authentication, privileged access management);

(d) access to Zeus Applications/ Systems, Zeus Infrastructure and/or Zeus Data is monitored and compliance to Zeus's security requirements enforced;

(e) authentication principles such as separation of duties, least privilege, least functionality are managed and enforced;

(f) user roles and access reviews are regularly initiated, performed, and reported to Zeus;

(g) Cross-Delivery of the Identity & Access Management activities in this section are aligned and coordinated across suppliers to ensure effective handling; and

(h) Adjustment recommendations related to user roles and access rights are collected, reviewed, and raised as a Change.

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8.11.2 Constraints

Supplier is required to use Zeus's IAM Tool(s) in accordance with the requirements defined in the Service Management & Governance Manual.

8.11.3 Zeus Obligations

(a) Information security policy, requirements and objectives for Identity & Access Management shall be provided.

(b) Access rights and user profiles shall be approved.

8.12 Integrate Incident Management

8.12.1 Outcomes

For all Incidents, Supplier shall support Zeus by ensuring the following outcomes as they relate to the Services to achieve effective Incident Management across all relevant Zeus teams and suppliers:

(a) tools, processes, skills, and rules for effective and efficient handling of Incidents exist and are current;

(b) Incident stakeholders are informed of service failures as soon as these are known;

(c) each escalated Incident is managed in accordance with the defined escalation process;

(d) each Incident involving multiple suppliers is resolved within the agreed time schedule for such Incident, where necessary by means of a Workaround;

(e) the processing effectiveness of all Incidents is continuously analyzed and improved based on agreed key Service measures;

(f) the backlog of Incidents across Service suppliers is monitored to determine corrective actions.

8.12.2 Constraints

Supplier is required to use Zeus's Service Management System in accordance with the requirements defined in the Service Management & Governance Manual.

8.12.3 Zeus Obligations

No process-specific Zeus obligations exist.

8.13 Coordinate Major Incident Management

8.13.1 Outcomes

For all Major Incidents, Supplier shall support Zeus by ensuring the following outcomes as they relate to the Services to achieve effective Major Incident Management across all relevant Zeus teams and suppliers:

(a) a process and procedures for effective and efficient identification and handling of Major Incidents exists, is current and followed by all Service suppliers;

(b) each Major Incident is managed in accordance with the defined escalation process;

(c) resolution of Major Incidents is aligned and coordinated across suppliers; and

(d) notification and communication to stakeholders and confirmation of Major Incident resolution by all suppliers is performed in accordance with the defined process.

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8.13.2 Constraints

Supplier is required to use Zeus's Service Management System in accordance with the requirements defined in the Service Management & Governance Manual.

8.13.3 Zeus Obligations

No process-specific Zeus obligations exist.

8.14 Integrate Problem Management

8.14.1 Outcomes

For all in-scope Services, Supplier shall support Zeus by ensuring the following outcomes as they relate to the Services to achieve effective Problem Management across all relevant Zeus teams and suppliers:

(a) Cross-Delivery Problem investigation, root cause analysis, and resolution across multiple suppliers are coordinated;

(b) Improvements to the Cross-Delivery Services within Problem Management are recommended;

(c) Preferred solution to solve Cross-Delivery Problem is identified and selected;

(d) Problems which expected to exceed their target resolution times and corrective actions are not being taken are escalated;

(e) the backlog of Problems across suppliers is monitored to determine necessity of corrective actions; and

(f) the processing effectiveness of Problems is continuously analyzed, reported, and improved.

8.14.2 Constraints

Supplier is required to use Zeus's Service Management System in accordance with the requirements defined in the Service Management & Governance Manual.

8.14.3 Zeus Obligations

Zeus shall provide problem management process, policies and quality standards.

8.15 Integrate Software Asset Management

8.15.1 Outcomes

For all in-scope Services provided, Supplier shall support Zeus by ensuring the following outcomes as they relate to the Services to achieve effective Software Asset Management across all relevant Zeus teams and suppliers:

(a) Software Assets are managed, and compliance is ensured, including:

(1) all software, licenses and cloud service purchases globally are captured and maintained within the Software Asset Management Tool, including standard licenses and special contract agreements and related contract reference,

(2) SAM processes are integrated with ITSM processes including processes for forecasting, budgeting, requisition, acquisition, demand management, deployment, enhancement, dispositioning, and decommissioning,

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(3) additional discovery and verification tools and techniques are used, as necessary on a regular basis, to ensure and demonstrate that SAM data is current, accurate and complete in terms of actual license entitlement and software deployment and utilization,

(4) transparency about license situation and compliance for purchased (on premise and externally hosted) and cloud software using an online dashboard showing license usage vs. license entitlement and license availability across suppliers,

(5) mapping of licenses to applications / services, and maintaining currency of such mapping,

(6) licenses from decommissioned hardware, an/or employee terminations or reassignments or similar changes shall be harvested and brought into available inventory for reallocation against demand prior to purchase of new licenses,

(7) capture and consolidation of license demand, and integration of demand information into SAM planning processes,

(b) consistency, integrity, and availability of license data;

(c) contract renewal process is executed (e.g. notification about contract ending);

(d) license issues are identified, escalated, and resolved;

(e) license questions are clarified;

(f) license optimizations are recommended; and

(g) Software audits are supported.

8.15.2 Constraints

Supplier is required to use Zeus's Software Asset Management Tool in accordance with the requirements defined in the Service Management & Governance Manual.

8.15.3 Zeus Obligations

Zeus provides procedures and policies for Software Asset Management Process.

8.16 Integrate Hardware Asset Management

8.16.1 Outcomes

For all in-scope Services, Supplier shall support Zeus by ensuring the following outcomes as they relate to the Services to achieve effective Hardware Asset Management across all relevant Zeus teams and suppliers:

(a) Assets are monitored, verified, and audited, including:

(1) ongoing Asset inventory reconciliations are performed across suppliers in compliance with the Asset Management procedures;

(2) Identified Supplier (multiple) Asset discrepancies are resolved in compliance with the Asset Management procedures;

(3) Consolidated Supplier (multiple) Asset reports (e.g. audit report) are produced and circulated to Asset Management stakeholders;

(4) Asset integration activities are planned and coordinated across suppliers; and

(5) The overall effectiveness of the process is maintained.

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8.16.2 Constraints

Supplier is required to use Zeus's Service Management System in accordance with the requirements defined in the Service Management & Governance Manual.

8.16.3 Zeus Obligations

(a) Zeus shall provide an Asset policy to manage the Asset lifecycle.

8.17 Integrate Knowledge Management

8.17.1 Outcomes

For all in-scope Services, Supplier shall support Zeus by ensuring the following outcomes as they relate to the Services to achieve effective Knowledge Management across all relevant Zeus teams and suppliers:

(a) a central IT knowledge management is managed and provided;

(b) the processing effectiveness of Knowledge Management is continuously analyzed, reported, and improved;

(c) knowledge gaps are identified, and knowledge transfer is facilitated;

(d) Service Knowledge Management System contents are reviewed to ensure relevance, correctness and currency of data and information contained therein;

(e) information required to manage IT Services is captured, stored, and accurately and completely made available; and

(f) at least twice-yearly, the Service Knowledge Management System contents is audited to ensure the correctness of the data and information contained therein.

8.17.2 Constraints

Supplier is required to use Zeus's Service Management System in accordance with the requirements defined in the Service Management & Governance Manual.

8.17.3 Zeus obligations

No process-specific Zeus obligations exist.

8.18 Integrate Project Management

8.18.1 Outcomes

For all in-scope Projects, Supplier shall support Zeus by ensuring the following outcomes as they relate to the Services to achieve effective Project Management across all relevant Zeus teams and suppliers:

(a) All projects are monitored and regularly reviewed as agreed with Zeus; and

(b) Cross-supplier report on the status and project performances of all projects are provided in accordance with the criteria and requirements defined by Zeus.

8.18.2 Constraints

No process-specific constraints exist.

8.18.3 Zeus Obligations

No process-specific Zeus obligations exist.

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8.19 Integrate Service Reporting

8.19.1 Outcomes

For all Zeus IT Services, Supplier shall support Zeus by ensuring the following outcomes as they relate to the Services to achieve effective Service Reporting across all relevant Zeus teams and suppliers:

(a) integrated reporting data model is defined;

(b) tools and mechanisms necessary to collect and visualize required data are defined and established;

(c) request mechanisms necessary to manage ad-hoc reporting needs are defined and established;

(d) reports or reporting data from Supplier(s) are collected, consolidated, aggregated as appropriate to generate holistic reports;

(e) all Supplier reports are provided on-time;

(f) data accuracy is validated, any issues are resolved in close collaboration with Supplier(s);

(g) correlate cross-Supplier service levels against service levels for Zeus's business service levels;

(h) ad-hoc reports are provided on request;

(i) final and regular reports for Governance meetings are provided;

(j) cross-Supplier performance trends are analyzed;

(k) periodic audits/ spot checks to determine accuracy of data provided to Zeus are performed and provided on request; and

(l) cross-Supplier improvement reports are provided.

8.19.2 Constraints

Supplier is required to use Zeus's Reporting System(s) in accordance with the requirements defined in the Service Management & Governance Manual.

8.19.3 Zeus Obligations

No process-specific Zeus obligations exist.

8.20 Coordinate Experience and Satisfaction Management

8.20.1 Outcomes

For all in-scope Services, Supplier shall support Zeus by ensuring the following outcomes as they relate to the Services to achieve effective coordination of Experience and Satisfaction Management across all suppliers:

(a) user experience and the satisfaction of Customers and Stakeholders are surveyed and measured as agreed with Zeus

(b) results and recommendations of user experience and customer satisfaction activities of Supplier(s) are approved/ rejected subject to Zeus approval;

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(c) user experience and satisfaction of Customers and Stakeholders remain on or reached the measurable levels agreed with Zeus.

(d) Zeus complaints are coordinated, including:

(1) complaints are analyzed;

(2) priorities and follow up activities are agreed with Zeus;

(3) regular progress monitoring of open complaints is performed;

(4) escalations, if necessary, are initiated or handled;

(5) complaints log is updated regularly;

(6) Zeus is informed about the justification result of complaints, status, and resolutions.

8.20.2 Constraints

Supplier is required to use Zeus's Service Management System and Zeus's Survey System, if applicable, in accordance with the requirements defined in the Service Management & Governance Manual.

8.20.3 Zeus Obligations

No process-specific Zeus obligations exist.

8.21 Integrate Continual Improvement

8.21.1 Outcomes

For all in-scope Services, Supplier shall support Zeus ensuring the following outcomes as they relate to the Services to- achieve effective Continual Improvement across all suppliers:

(a) Continual Service Improvement activities that apply Cross Delivery Services are proactively identified, initiated, coordinated and joint work is timely and frequently managed between the Integrated Supplier(s), including

(1) A cross-supplier Service Improvement Plan based on shortfalls or opportunities for its Services is identified;

(2) Measurable improvement targets are owned, managed and regularly reviewed;

(b) Continual Service Improvement activities that may only affect the Services within the scope of one Supplier are controlled and monitored;

(c) Continual Service Improvement Process, policies, and Tools in accordance with the requirements defined by Zeus are setup based on good practice for Continual Service Improvement;

(d) Effectiveness of all improvement are measured in accordance with the requirements defined by Zeus; and

(e) The Service Improvement Plan is reviewed with Zeus on a regular basis as requested by Zeus.

8.21.2 Constraints

No process-specific constraints exist.

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8.21.3 Zeus Obligations

No process-specific Zeus obligations exist.

8.22 Coordinate Decommissioning

8.22.1 Outcomes

For all in-scope Services, Supplier shall support Zeus by ensuring the following outcomes as they relate to the Services to achieve effective coordination of decommissioning across all suppliers:

(a) to act as central contact for all Service Integration related decommissioning topics to accelerate specific decisions and implementations;

(b) to act as the bridge between Application and infrastructure execution leads for the shut-down and consolidation projects if needed;

(c) needed clean-up activities are executed and supported with regards of managed services like:

(1) Problem / Incident / Change Management

(2) Asset Management

(3) Register updates

(4) Service Catalogue

(5) Knowledge Management

(d) service adaptions are performed and supported; and

(e) read-only apps and archive data (if applicable) are reviewed and cleaned up after retention.

8.22.2 Constraints

Supplier is required to use Zeus's Application repository systems(s) in accordance with the requirements defined in the Service Management & Governance Manual.

8.22.3 Zeus Obligations

Zeus shall provide procedures and policies for Decommissioning.

9 APPLICATION PLANNING & ANALYSIS SERVICES

9.1 Outcomes

For all in-scope Services, Supplier shall support Zeus by ensuring the following outcomes as they relate to the Services to:

(a) Analyze the objectives for both the overall Applications portfolio and individual Applications and assess the current and planned technical environment.

(b) Identify and/or refine requirements by engaging and working with the Application stakeholders.

(c) Participate in development of functional requirements as required and develop low level design documents for a proposed Application and/or functionality Changes to an existing Application, with prior approval from Zeus.

(d) Perform technical analysis activities for Application development or enhancement.

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(e) Define high-level data requirements for an Application under development or enhancement.

(f) Align with infrastructure teams so that the necessary infrastructure will be in place to support the Application Software requirements.

(g) Document all functional and technical Application requirements in an Zeus-acceptable format, which may evolve over time.

(h) Support make-or-buy decisions.

(i) Develop project plans for the Application development or enhancement project.

(j) Support Application ROI and cost/benefit justification.

9.2 Constraints

No process-specific constraints exist.

9.3 Zeus Obligations

No process-specific Zeus obligations exist.

10 DESIGN SERVICES

10.1 Maintain Service Catalog

10.1.1 Outcomes

For all in-scope operational Services and those being prepared to be run operationally, Supplier will ensure a Service Catalog exists and contains accurate information on:

(a) Service details;

(b) current status; and

(c) the Services' dependencies.

10.1.2 Constraints

No process-specific constraints exist.

10.1.3 Zeus Obligations

No process-specific Zeus obligations exist.

10.2 Maintain Architecture Blueprint

10.2.1 Outcomes

For all in-scope Services, Supplier will ensure an Architecture Blueprint exists and contains current plans for the development of the IT environment, considering:

(a) the service strategy;

(b) the larger client environment; and

(c) newly available technologies.

10.2.2 Constraints

No process-specific constraints exist.

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10.2.3 Zeus Obligations

No process-specific Zeus obligations exist.

10.3 Coordinate Service Design

10.3.1 Outcomes

For each proposed new or changed Service, Supplier will ensure:

(a) Service Design resources, templates, and capabilities deliver a consistent approach to designing new or changes Services exist and are current;

(b) a Service Design Packages exists which contains consistent and effective design considering:

(1) service management information systems;

(2) Architecture Blueprint;

(3) existing and required processes;

(4) information sources; and

(5) required metrics.

(c) design activities are planned in detail;

(d) the cost effectiveness of each design is analyzed, and requirements are aligned with cost-effective operation; and

(e) all Service Design Packages are reviewed and either authorized or not authorized for implementation.

10.3.2 Constraints

No process-specific constraints exist.

10.3.3 Zeus Obligations

No process-specific Zeus obligations exist.

10.4 Capture and Evaluate Service Requirements

10.4.1 Outcomes

For the Services Supplier will ensure desired outcomes (requirements from the Zeus's viewpoint) exist and provide an evaluation of technical and economic feasibility of these desired outcomes.

10.4.2 Constraints

No process-specific constraints exist.

10.4.3 Zeus Obligations

No process-specific Zeus obligations exist.

10.5 Create Organizational Service Design

10.5.1 Outcomes

Where required for each Organizational Service Design Package, Supplier will ensure:

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(a) functional requirements, resources, and capabilities, including supporting and dependent services needed and agreed for a service are recorded;

(b) existing processes, roles, and responsibilities are consistent with and adequate to operate, support and maintain the service and

(c) measurement methods for required service metrics are included.

10.5.2 Constraints

No process-specific constraints exist.

10.5.3 Zeus Obligations

No process-specific Zeus obligations exist.

10.6 Create Technical Solution Design

10.6.1 Outcomes

For each Technical Solution Design Package, Supplier will ensure:

(a) existing technology architecture and management tools are consistent with and adequate to operate, support and maintain the Service and

(b) each Solution Design Package describes the required technical infrastructure for new services provided in the IT environment.

10.6.2 Constraints

No process-specific constraints exist.

10.6.3 Zeus Obligations

No process-specific Zeus obligations exist.

10.7 Application Design

10.7.1 Outcomes

(a) Adhere to Zeus's approved Software development methodologies and programming standards.

(b) Create Application designs (Including design alternatives proposals, technical designs and prototypes).

(c) Provide development facilities where Supplier will use their premises for providing the Services.

(d) Develop low-level design documents.

(e) Provide make, build and reuse analyses.

(f) Acquire approval of Results.

10.7.2 Constraints

No process-specific constraints exist.

10.7.3 Zeus Obligations

No process-specific Zeus obligations exist.

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11 BUILD SERVICES

11.1 Manage Change

11.1.1 Outcomes

For all Changes, Supplier will ensure that:

(a) templates and guidance for their use in the authorization of Changes exist and are current;

(b) each Change is evaluated to identify potential issues prior to the start of design activities;

(c) all significant Changes are evaluated in accordance with the procedure appropriate for the delivery model included in the Change evaluation procedure including cross-delivery impacts, risks, intended & unintended effects;

(d) A risk assessment evaluating the impacts of the change is completed, emerging risks are documented and treated;

(e) Include a comprehensive end-to-end test plan (including clear Change acceptance criteria), notification and escalation lists and workaround plans;

(f) Include a comprehensive contingency plan, including a back-out plan and procedures (with specific criteria to initiate the execution of the back-out plan)

(g) Measures for preventive maintenance that will improve efficiency and decrease Zeus's or Supplier's costs are recommended to Zeus for budget approval

(h) all changes with insufficient information required for assessment, or which are deemed impractical, are not authorized;

(i) Emergency Changes are implemented as quickly as possible;

(j) authorization of each Change is made at the appropriate level;

(k) all Change components are properly built and tested;

(l) low risk, well understood Changes are implemented without Release Management involvement;

(m) a record of the life cycle of all Changes exists and is current and

(n) a review of any Change failures is conducted and provide a strong interlock between Change and Incident Management and Problem Management processes so that post-Change issues can be linked to the Change activity where relevant.

(o) the disruption Changes cause to IT services is continuously analyzed and reduced.

(p) For each material Change at each stage of its life cycle, including planning, build, test, deployment, Supplier will ensure each such Change is assessed and:

(1) authorized, or

(2) not authorized

to enter the next phase of its life cycle.

(q) that Changes that (i) may adversely affect the function or performance of or decrease the resource efficiency of the Services, (ii) increase Zeus's costs or fees or (iii) impact the way in which Zeus conducts its business or operations, are not implemented without obtaining prior Zeus approval through the change advisory board.

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11.1.2 Constraints

No process-specific constraints exist.

11.1.3 Zeus Obligations

No process-specific Zeus obligations exist.

11.2 Plan Releases

11.2.1 Outcomes

For each proposed new or changed Service, Supplier will ensure:

(a) all Releases are planned, scheduled, controlled, coordinated, and documented; and

(b) the content of Releases is defined and comprised of authorized components, e.g., hardware, software (incl. patches, hotfixes, upgrades, updates), processes, and/or documentation as applicable for the Services.

(c) Engage with Zeus Application teams to understand the Authorized User workload required to migrate the Production Environments to the new Software Release.

11.2.2 Constraints

A deployment strategy and plan for a New Release shall be created within eight (8) months after general availability or as directed by Zeus.

11.2.3 Zeus Obligations

(a) Zeus Publication of a Zeus-approved Release and Deployment Process.

(b) Timely sign-off of Supplier's deployment strategy and plan.

11.3 Build and Integrate Releases

11.3.1 Outcomes

(a) For each proposed new or changed Service, Supplier will ensure Release components are built, integrated, and in all aspects ready to enter the testing phase (Test and Validate Services).

(b) In case of issues after implementation the Release shall be backed out in alignment with Zeus.

(c) Support the integration of existing and New Applications with Supplier, Zeus or other Third Party provided Applications.

(d) Monitor resource priorities and resolve conflicts.

(e) Review Third Party Software upgrades.

(f) Monitor, track and report status.

(g) Acquire approval of Results.

(h) Develop work and resourcing plans.

(i) Compile issues lists.

(j) Revise initial Application project plans, quality assurance plans, test plans, implementation plans and operations and support plans, as needed.

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11.3.2 Constraints

No process-specific constraints exist.

11.3.3 Zeus Obligations

No process-specific Zeus obligations exist.

11.4 Test and Validate Services

11.4.1 Outcomes

For each proposed new or changed Service, Supplier will ensure:

(a) Each release has a quality assurance and service validation plan;

(b) Only tested, authorized release components are used in a Release;

(c) deployed Releases and resulting Services are tested against Zeus expectations;

(d) all conditions for a new Service to be activated have been met;

(e) party requesting the Release has provided a binding consent that the new Service fulfils its requirements; and

(f) IT operations is able to support the new Services.

(g) Perform stress testing, including performance and volume testing.

(h) Perform System testing.

(i) Perform regression testing.

(j) Perform functional testing.

(k) Perform cyber security and privacy testing, where indicated by the results of risk assessment.

(l) Provide application inter-connectivity testing and network connectivity/communication testing.

(m) Develop a user acceptance test structure to allow testing of Zeus-provided test cases.

(n) Implement a matrix of Authorized User and design requirements to test cycles and scripts.

(o) Complete all required testing documentation.

(p) Develop and maintain test data and repositories, if not otherwise agreed between the parties.

(q) Monitor and review production errors in order to improve test models over time.

11.4.2 Constraints

No process-specific constraints exist.

11.4.3 Zeus Obligations

Zeus will provide specific requirements for cyber security and data privacy test & validation activities as appropriate, resulting from system risk assessments. Such requirements may change from time to time as the nature of such risks evolve.

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11.5 Deploy Releases

11.5.1 Outcomes

For each proposed new or changed Service, Supplier will ensure:

(a) authorized Release components are deployed into the live production environment in a timely manner;

(b) Make onsite Supplier resources have mandatory language skills on English and/or local language skills as required by the Zeus location;

(c) Support Zeus with definition of roll-out strategy, plan and execute the roll-out plan as agreed with the Zeus;

(d) end-users and operating staff are trained on the deployed Release and any Services it supports.

11.5.2 Constraints

No process-specific constraints exist.

11.5.3 Zeus Obligations

No process-specific Zeus obligations exist.

11.6 Support Early Release Life

11.6.1 Outcomes

For each newly deployed new or changed Service, Supplier will ensure:

(a) operational issues are resolved quickly during an initial period after Release deployment, and

(b) remaining errors or deficiencies are removed.

11.6.2 Constraints

No process-specific constraints exist.

11.6.3 Zeus Obligations

No process-specific Zeus obligations exist.

11.7 Manage Configurations

11.7.1 Outcomes

For all Configuration Items required to deliver any IT service, Supplier will ensure:

(a) a Configuration Model (the underlying structure of a Configuration Management System) exists, holds necessary information on Configuration Items, and is current;

(b) only authorized Configuration Items are added to or modified in the Configuration Management System; and

(c) the Configuration Management System is an exact representation of the Configuration items actually installed in the live production environment.

11.7.2 Constraints

No process-specific constraints exist.

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11.7.3 Zeus Obligations

No process-specific Zeus obligations exist.

11.8 Application Source Code Security

11.8.1 Outcomes

Supplier's responsibilities will include:

(a) Install and maintain source control Software for version handling.

(b) Manage access restrictions to source code and data.

(c) Comply with ad hoc, annual audit and regulatory requests.

(d) Perform data/source code security audits and report test results.

(e) Report any security violations.

11.8.2 Constraints

No process-specific constraints exist.

11.8.3 Zeus Obligations

No process-specific Zeus obligations exist.

12 OPERATE SERVICES

12.1 Fulfill Service Requests

12.1.1 Outcomes

For all Service Requests, Supplier will ensure:

(a) tools, processes, skills, and rules for effective and efficient handling of Service Requests exist and are current;

(b) each Service Request is recorded and categorized;

(c) each Service Request is processed in a timely manner;

(d) the processing effectiveness of Service Requests is continuously analyzed and improved; and

(e) only complete Service Request records are closed.

12.1.2 Constraints

No process-specific constraints exist.

12.1.3 Zeus Obligations

No process-specific Zeus obligations exist.

12.2 Manage Access

12.2.1 Outcomes

At all times, Supplier will ensure:

(a) only authorized users are granted rights, roles, and access profiles to use a particular Service.

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(b) non-authorized access to any Service is not possible;

(c) a catalog of User Roles and Access Profiles granted and denied exists and is current; and

(d) authorized user requests to add, change, or revoke access rights are granted in a timely manner.

12.2.2 Constraints

No process-specific constraints exist.

12.2.3 Zeus Obligations

No process-specific Zeus obligations exist.

12.3 Manage Events

12.3.1 Outcomes

For all in-scope Service Objects Supplier will ensure:

(a) state changes are tracked and notified;

(b) suitable actions to resolve Events are selected and notified;

(c) effective Event correlation activities are completed in support of Incident Management; and

(d) the lifecycle of Events is managed.

12.3.2 Constraints

No process-specific constraints exist.

12.3.3 Zeus Obligations

No process-specific Zeus obligations exist.

12.4 Monitor Services

12.4.1 Outcomes

For all in-scope Service Objects Supplier will ensure:

(a) all aspects of such Service Objects, including availability, capacity, security, continuity, measurements related to service level targets, and usage, are monitored;

(b) deviations from the norm are identified and notified through the creation of Events; and

(c) monitoring data and Events are available to other Service Management processes.

12.4.2 Constraints

No process-specific constraints exist.

12.4.3 Zeus Obligations

No process-specific Zeus obligations exist.

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12.5 Control Operations

12.5.1 Outcomes

For all in-scope Service Objects Supplier will ensure:

(a) all aspects of such Service Objects, including availability, capacity, security, continuity, recovery, and usage, are controlled and

(b) deviations from the desired state and stated goals are minimized.

12.5.2 Constraints

No process-specific constraints exist.

12.5.3 Zeus Obligations

No process-specific Zeus obligations exist.

12.6 Manage First Level Incidents

12.6.1 Outcomes

/For all in-scope Services, Supplier will ensure:

(a) each First Level Incident is recorded, categorized and prioritized according to Zeus's Incident prioritization matrix;

(b) each First Level Incident is resolved within the agreed time schedule for such Incident, where necessary by means of a Workaround or by involving Second Level Support;

(c) only complete First Level Incident records are closed; and

(d) the processing effectiveness of First Level Incidents is continuously analyzed, reported, and improved.

12.6.2 Constraints

No process-specific constraints exist.

12.6.3 Zeus Obligations

Incidents are prioritized using the priority matrix in the relevant Attachment 4.1 (Service Levels).

12.7 Manage Second Level Incidents

12.7.1 Outcomes

For all in-scope Services, Supplier will ensure:

(a) each Second Level Incident is recorded and categorized;

(b) each Second Level Incident is resolved within the agreed time schedule for such Incident, where necessary by means of a Workaround or by involving Third Level Support;

(c) only complete Second Level Incident records are closed;

(d) the processing effectiveness of Second Level Incidents is continuously analyzed, reported, and improved; and

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(e) a Problem Record is created for or referenced by each Incident where the root cause cannot be resolved.

12.7.2 Constraints

No process-specific constraints exist.

12.7.3 Zeus Obligations

No process-specific Zeus obligations exist.

12.8 Manage Problems

12.8.1 Outcomes

For all in-scope Services, Supplier will ensure:

(a) the processing of Incidents and Problems is continuously analyzed;

(b) increasing numbers of Problems are identified before Incidents occur;

(c) each Problem is recorded and categorized;

(d) each Problem is resolved, or a Workaround is generated, then such Problem is resolved;

(e) known Problems are monitored, and necessary corrective measures minimizing Service disruption are introduced;

(f) the processing effectiveness of Problems is continuously analyzed, reported, and improved; and

(g) only complete Problem records are closed.

12.8.2 Constraints

No process-specific constraints exist.

12.8.3 Zeus Obligations

No process-specific Zeus obligations exist.

12.9 Level 1 Support

12.9.1 Outcomes

Supplier will:

(a) Provide training to Service Desk personnel who provide Level 1 Support before any new Application or functionality is installed into production.

(b) Provide the Service Desk with a continuously updated list of specialized Applications support and/or “on call” personnel who are responsible for Level 2 and Level 3 Support, including contact phone numbers.

12.9.2 Constraints

No process-specific constraints exist.

12.9.3 Zeus Obligations

No process-specific Zeus obligations exist.

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12.10 Provide Level 2 and Level 3 Support

12.10.1 Outcomes

Supplier will:

(a) Provide Level 2 and Level 3 Support for all Applications.

(b) Deliver train-the-trainer sessions.

(c) Provide and maintain systems and/or Authorized User documentation for Supplier-developed, enhanced or maintained Applications.

(d) Support Level 1 Support personnel, with ticket resolution and status updates.

(e) When called for by Zeus IT support services or operations bridge team, participate in triage team or meeting (swarming) to resolve major or business critical issues.

(f) Provide support, advice and assistance to Authorized Users.

12.10.2 Constraints

No process-specific constraints exist.

12.10.3 Zeus Obligations

No process-specific Zeus obligations exist.

13 MANAGE ON BEHALF OF ZEUS

13.1 Manage Third Party vendors

13.1.1 Outcomes

For all Third Party vendors managed by Supplier on behalf of Zeus, Supplier will ensure:

(a) contracts with Third Party vendors support business needs;

(b) orders are placed with Third Party vendors, order status is tracked, and the process to fulfill such orders is managed; and

(c) Third Party vendors meet their contractual commitments.

(d) Third Party Results are accepted and implemented

(e) Requirements & guidelines are provided to Third parties

(f) Quality Reviews conducted

13.1.2 Testing of Third Party Results Constraints

No process-specific constraints exist.

13.1.3 Zeus Obligations

No process-specific Zeus obligations exist.

13.2 Manage Zeus Software Assets

13.2.1 Outcomes

For all software licenses managed by Supplier on behalf of Zeus, Supplier will ensure:

(a) Zeus has transparency into the license situation, including:

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(1) license demand, availability, and usage;

(2) mapping of licenses to applications or services; and

(3) compliance with terms and conditions;

(b) consistency, integrity, and availability of license data;

(c) license issues are identified, escalated, and resolved;

(d) license questions are clarified; and

(e) licensing is optimized.

13.2.2 Constraints

Supplier will implement and maintain an interface to Zeus's Software Asset Management System as specified in the Service Management & Governance Manual.

13.2.3 Zeus Obligations

Zeus will provide policies and procedures for the software asset management process.

13.3 Manage Zeus Hardware Assets

13.3.1 Outcomes

For all in-scope Hardware that is supported and managed on behalf of Zeus, Supplier will ensure:

(a) each Hardware Asset is upgraded and/or replaced ("**Refreshed**") in accordance with the agreed lifecycle timeframes;

(b) each Hardware Asset is Refreshed in accordance with Zeus's technical architecture standards;

(c) each Hardware Asset Refresh is performed by properly trained and qualified personnel; and

(d) Hardware Asset Refreshes are planned, tracked, and performed in accordance with Change Management procedures.

13.3.2 Constraints

No process-specific constraints exist.

13.3.3 Zeus Obligations

Zeus reviews and approves the Supplier-created Refresh schedule.

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Attachment C.3
Project Framework

Master Services Agreement
Application and Technology Management

Agreement No.:	CW43668
First Party:	ZEUS IT
AB	
Second Party:	HCL Technologies Sweden AB
Classification:	Confidential
Date:	2023.06.01

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ATTACHMENT C.3
PROJECT FRAMEWORK

1 INTRODUCTION

(a) This Attachment defines requirements for the provision of Project Services agreed in a Project Order Document and any Transition and Transformation that Supplier will provide as of the respective effective dates.

(b) Any reference to projects in this Attachment will be deemed to extend to any Transition and Transformation projects agreed by the parties.

PART A PROJECTS GENERALLY

2 PROJECT MANAGEMENT AND SUPPORT

2.1 General

Supplier will manage and support projects to align projects to Zeus requirements and deliver projects to project requirements in terms of timing, quality, and cost.

2.2 Project Planning

Supplier will:

(a) maintain appropriate levels of industry knowledge in Zeus's business to provide support and recommendation of projects (obtaining and maintaining such knowledge through, among other activities, participation in industry meetings, forums, and conferences at Supplier's expense);

(b) prepare proposals and plans for projects as requested by Zeus via Project Order Documents or as appropriate and containing:

(1) the business requirements for the work deliverables and Results desired;

(2) the functional and/or technical approach and solution;

(3) the quantitative and qualitative benefits received by Zeus as a result of performing the project;

(4) the initiator of the proposed project (either an Authorized User or Supplier);

(5) the total number and types of FTEs (as appropriate) required for the project and the proposed delivery model;

(6) a description of any equipment, software, or other materials required for the project and ongoing support and whether such equipment, software or other material should be provided by Zeus.;

(7) the total elapsed time to complete the project, and any time constraints or material assumptions;

(8) the total cost of the project (including fees paid to Supplier as well as any Retained Expenses), the timing of any payments, and whether the cost is included in the Charges;

(9) the ongoing annual cost of the project post-implementation (including fees paid to Supplier as well as any Retained Expenses and Pass-Through Charges), the timing of any payments, and whether the cost is included in the Charges;

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(10) any other material assumptions related to the project, including any support required from Zeus or its Third Party vendors;

(11) any other provisions necessary to describe the work needed; and

(12) a rating of the relative risk of the project, as well as possible alternatives to the project;

(c) after Zeus approves a project related to the Running Services, employ a project management methodology that will be used as a tool to consistently plan, initiate, control, and implement the project that includes:

(1) providing personnel that are experienced with the methodology and have a proven track record of success in using it to manage projects; and

(2) obtaining Zeus's approval of the methodology prior to deployment;

(d) integrate Supplier's project management process with both Zeus's and Third Party vendors' project management processes, where the processes interact, while adhering to Zeus's project delivery process to approve and execute projects;

(e) integrate Supplier's project management process with Service Management processes, especially Release and Deployment Management, project change procedures and operational change management; and

(f) upon request, participate in Zeus's business planning meetings to review operations and business plans, and recommend appropriate IT services and projects to support execution of such business plans.

2.3 Project Implementation

Supplier will:

(a) manage all Supplier tasks and resources associated with the project, and coordinate activities with Zeus, affected Authorized Users, and affected Third Party vendors;

(b) make any and all changes associated with the project in compliance with approved project change procedures;

(c) use project management tools and methodologies, and employ a regular reporting mechanism to identify project tasks, to present current status reports and next steps, and to identify cross-domain dependencies, potential bottlenecks and issues; and

(d) communicate project status as part of standard project governance meetings with Zeus, and as necessary to affected Authorized Users and Third Party vendors.

3 ACCEPTANCE

(a) This section 3 applies to all Results that are subject to Acceptance as described in the Project Order Document.

(b) In the Project Order Document, the parties will agree on the details for the test procedures for the Acceptance and the preconditions for Acceptance. The test procedure comprises the test types, the testing period, the test criteria, the test cases, the test data, the test workflow, and the test infrastructure / environments and will be carried out by Supplier and if required by Zeus.

(c) For any Transition and Transformation, the test procedures and Acceptance preconditions are detailed in the relevant Attachment 6.1 (*Transition and Transformation Plan*).

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(d) If the parties do not agree on the test procedure, Zeus may determine the applicable test procedures and the preconditions for Acceptance in its own reasonable discretion.

(e) Unless provided by Zeus or stated otherwise in the Project Order Document, Supplier will provide the necessary test infrastructure.

4 HAND-OVER FROM PROJECT TO OPERATION

(a) Supplier will define and include Zeus service managers and Supplier service managers early in the project to ensure that the technical design will follow the overall strategy of the service delivery.

(b) Supplier will define and include the operation and the operations management early in the Project to ensure that the future service will be deployable into operations, especially if Third parties will be included.

(c) Supplier will within the project develop and document all relevant skills and documentation to hand-over the operation. This will include, but is not limited to:

(1) technical design;

(2) deployment documentation;

(3) operations handbook including (but not limited to):

(A) maintenance plans;

(B) standard operation procedures;

(C) service items including dependency to other service areas such as infrastructure components, subcontracted services etc.;

(D) reporting requirements;

(E) service continuity measures and actions; and

(F) asset list;

(4) list of remaining open issues;

(5) any Third Party involvements; and

(6) contact list.

5 PROJECT CLOSURE

(a) Supplier will compile, as a precondition to the Acceptance of any Results, a project completion report based on Zeus's standards. If additionally relevant service recipients' standards will apply these will be within IT market standards. The project completion report contains, in particular, the following:

(1) summary and background of the implementation;

(2) any major changes during the runtime of the projects;

(3) the recipients of the Results;

(4) the expenses, costs, and deadlines in comparison with the corresponding data in the Project Order Document (planned/actual comparison);

(5) conclusions and recommendations;

(6) any further activities required;

(7) annexes and documentation; and

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(8) suggestion for a common project evaluation.

(b) Upon request by Zeus, Supplier will organize, perform, and document a lessons-learned workshop with all relevant stakeholders. Zeus will agree on the list of Zeus's stakeholders.

(c) Supplier will deliver all project-related documents, including conceptual documents, project planning, findings, and constraints in an electronically readable version to Zeus.

PART B TRANSITION AND TRANSFORMATION

6 GENERAL TRANSITION AND TRANSFORMATION REQUIREMENTS

6.1 Introduction

(a) Supplier will complete:

(1) the activities required to transfer the responsibility for the Services in their current mode of operation from Zeus and its former suppliers to Supplier, which are part of the Transition program; and

(2) the activities required to transform the Zeus IT operating environment to the future mode of operation in order to deliver the Services as described in the Agreement, which are part of the Transformation program,

in accordance with this Part B (Transition and Transformation).

(b) Supplier will implement a well-developed Transition and Transformation plan that describes in detail the activities, tasks and projects that Supplier will undertake. Supplier recognizes the importance of developing a Transition and Transformation plan, that takes into consideration the Service quality and the avoidance of Services disruptions, in a cost-efficient manner and by carefully considering dependencies.

(c) Supplier recognizes that it is important that a Transition and Transformation plan describes the dependencies that each party has on the other party and any other Third parties associated with supporting the Transition and Transformation, in addition to defining the areas of cooperation and integration required to affect a smooth Transition and Transformation.

6.2 Transition and Transformation Services

Supplier will:

(a) provide the program and project management in line with the program management description set out in this Attachment;

(b) start with the execution of Transition and Transformation on the agreed T&T Commencement Date;

(c) perform a smooth transfer of services to Supplier to meet Zeus's business requirements in a way that minimizes unplanned business interruptions;

(d) design, implement, integrate, document, and test all processes according to Attachment C.2 (*Process Framework*), including the operational integration and documentation;

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(e) assign, manage, or provide novation of Third Party contracts as defined in any Transfer Framework Agreement and its related documents;

(f) transfer affected employees as outlined in the Personnel Transfer Agreement, if any;

(g) implement the invoicing and other financial provisions defined in Schedule E (*Pricing Framework*);

(h) implement security requirements according to this Agreement;

(i) design, agree, align, and implement the Governance model according to Attachment C.1 (*Governance Framework*);

(j) develop and implement jointly with Zeus required communications and organizational Change Management processes and plans;

(k) apply Zeus's operational Change Management processes while implementing the Transition and Transformation Plan; and

(l) facilitate the effective and smooth transfer of assets from Zeus and its current Third Party vendors to Supplier as outlined in the Transfer Framework Agreement and its related documents.

7 TRANSITION AND TRANSFORMATION MANAGEMENT DOCUMENTS

7.1 General

(a) In accordance with the relevant Attachment 4.2 (*Critical Deliverables*) of the respective Agreement, Supplier will submit to Zeus a detailed version of the relevant Attachment 6.2 (*Transition and Transformation Schedule*), which includes all phases described in the relevant Attachment 6.1 (*Transition and Transformation Plan*) and must be presented in the format as described in section 7.3 (Transition and Transformation Schedule). The parties will conduct joint detailed planning and review meetings for each Transition and Transformation phase during the first month following the agreed T&T commencement date.

(b) Supplier will make any adjustments agreed during the joint detailed planning meetings and will provide its final version of the relevant Attachment 6.1 (*Transition and Transformation Plan*) within five (5) days after the final planning meeting. In case updates to the relevant Attachment 6.1 (*Transition and Transformation Plan*) are required due to new cognition during the relevant detailed Attachment 6.2 (*Transition and Transformation Schedule*) planning meetings, an official contract change request needs to be raised and approved by the joint Transition and Transformation steering committee to update the relevant Attachment 6.1 (*Transition and Transformation Plan*).

(c) Within five (5) Business Days, or as otherwise agreed by the parties, of receipt of Supplier's updated relevant Attachment 6.2 (*Transition and Transformation Schedule*), Zeus will provide its formal written Acceptance or rejection in accordance with section 3 (Acceptance) of this Attachment C.3 (*Project Framework*).

(d) Supplier will implement the Transition and Transformation Plan in a manner to minimize the risk of

(1) disruption or material adverse impact on the business or operations of Zeus,

(2) degrading the services that are being received by Zeus,

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(3) interfering with Zeus's ability to obtain the full benefit of the Services, except as otherwise provided in the Transition and Transformation Plan and

(4) unplanned downtimes.

(e) The parties agree that the relevant Attachment 6.1 (*Transition and Transformation Plan*), Attachment 6.2 (*Transition and Transformation Schedule*), Attachment 6.3 (*Transition and Transformation Risk Log*) and Attachment 6.4 (*Transition and Transformation Resources*) are under Transition and Transformation program Change Control (T&T Change Control) after being approved by Zeus. Changes to these Attachments will be approved by the joint Transition and Transformation steering committee. The Transition and Transformation steering committee can delegate certain approvals to the Transition and Transformation program Change Advisory Board (T&T CAB) to be established during Transition and Transformation setup. For the avoidance of doubt: Changes to the relevant Attachment 6.1 (*Transition and Transformation Plan*), Attachment 6.2 (*Transition and Transformation Schedule*), Attachment 6.3 (*Transition and Transformation Risk Log*) and Attachment 6.4 (*Transition and Transformation Resources*) are not deemed contract changes after the joint Transition and Transformation steering committee has been established.

7.2 Transition and Transformation Plan

(a) The relevant Attachment 6.1 (*Transition and Transformation Plan*) describes the Transition and Transformation governance and the projects required to fulfil the Transition and Transformation goals.

(b) In developing or changing the Transition and Transformation Plan, Supplier will not impose any additional responsibilities on Zeus or change Zeus's Transition and Transformation responsibilities specified in the Transition and Transformation Plan (including their timing) without Zeus's approval.

(c) Supplier will have responsibility for all costs associated with Supplier staff (including staff of Supplier Subcontractors), equipment, software or other resources required to execute and manage the Transition and Transformation, except for the costs associated with Zeus personnel participating in the Transition and Transformation with the skills and up to the capacity as agreed by the parties in the relevant Attachment 6.4 (*Transition and Transformation Resources*) for which Zeus is financially responsible.

7.3 Transition and Transformation Schedule

(a) Supplier will:

(1) develop an MS Project-compatible project schedule, detailing the specific tasks and activities to be performed as part of the Transition and Transformation;

(2) in order to ensure a complete and integrated approach to Transition and Transformation planning and project management, consult with Zeus to:

(A) add any Zeus tasks into the Transition and Transformation schedule deemed necessary by the parties; and

(B) add any Third Party activities into the Transition and Transformation Plan, assigning those tasks to Zeus while stating the Third Party's name; and

(3) highlight the critical path.

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(b) Zeus obligations listed in the relevant Attachment 6.2 (*Transition and Transformation Schedule*) must be aligned with Zeus obligations listed in the relevant Attachment 6.1 (*Transition and Transformation Plan*) with regards to scope, time, quantity, and quality. Zeus obligations in the relevant Attachment 6.2 (*Transition and Transformation Schedule*) not aligned with those in the relevant Attachment 6.1 (*Transition and Transformation Plan*) are not binding unless both parties have agreed on a respective change in the Transition and Transformation steering committee.

7.4 Transition and Transformation Risk Management

Supplier will:

(a) setup and maintain a risk register based on the relevant Attachment 6.3 (*Transition and Transformation Risk Log*) to manage all risks that might occur during Transition and Transformation, including identification of such risks, identifying and implementing possible mitigation approaches, and identifying and implementing measures in order to provide for rapid recovery in case of any Incidents;

(b) use a Boston Squares Approach, or a similar approach specified by Zeus, to evaluate the risks based on the potential impacts and the probability of their occurrence;

(c) proactively manage and mitigate all identified risks appropriately and according to the Risk Log until Transition and Transformation have been completed;

(d) hand over the responsibility for risk management during the Transition and Transformation close out process to the organization jointly identified by Zeus and Supplier;

(e) inform and monitor Zeus for such activities jointly assigned to Zeus; and

(f) use an appropriate risk management tool set as agreed with Zeus.

7.5 Transition and Transformation Zeus Resources

(a) The relevant Attachment 6.4 (*Transition and Transformation Resources*) documents the maximum Zeus resource capacity (per role, skill definition, tower, project, and region, in FTE per month), required by Supplier to deliver the Transition and Transformation program successfully.

(b) If Supplier requests Zeus to spend additional effort for the Transition and Transformation, and the request results from circumstances mainly attributable to Supplier, the Transition and Transformation Charges will be reduced to reflect such additional effort.

8 TRANSITION AND TRANSFORMATION EXECUTION

Supplier will:

(a) be responsible for the overall management of the Transition and Transformation in accordance with the Transition and Transformation Plan, as updated from time to time in accordance with this section and as agreed by both parties;

(b) perform all functions and services necessary to accomplish the Transition of the Services, assets, Third Party contracts and affected employees and the Transformation by the specified completion dates as defined in the relevant Attachment 6.1 (*Transition and Transformation Plan*);

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(c) update the Transition and Transformation Plan in accordance with the agreed Transition and Transformation change process;

(d) update the Transition and Transformation Plan if requested by Zeus in accordance with the agreed Transition and Transformation Change Procedure;

(e) staff Supplier's Transition and Transformation team as required;

(f) provide Zeus with Curriculum Vitae (CVs) of Supplier resources designated for lead roles, such as Program Manager, Transition Manager, Transformation Manager, Tower Leads and PMO, where Zeus will have the right to interview such designates, reject and request exchange of these individuals within 10 Business Days; and

(g) provide and agree with Zeus an initial version of the Exit Plan in accordance to Attachment C.4 (*Exit Management Framework*).

9 TRANSITION AND TRANSFORMATION DELIVERABLE ACCEPTANCE

(a) In addition to section 3 (Acceptance) and any provisions set forth in this Agreement, this section 9 applies to all Transition and Transformation deliverables.

(b) Supplier will:

(1) deliver each Transition and Transformation deliverable so that it meets the associated Transition and Transformation deliverable criteria for Acceptance by Zeus within the time frames described by the Transition and Transformation Milestones;

(2) perform internal quality verification, done by either Supplier's program management or a dedicated Supplier quality assurance team consisting of people not belonging to the Transition and Transformation program, before deliverable are sent to Zeus for Acceptance;

(3) provide the agreed deliverable in time and quality to enable Zeus to perform an acceptance test prior to the agreed milestone. If the relevant Transition and Transformation deliverable or service element fails to be accepted by Zeus, with reference to the agreed acceptance criteria, then Zeus will provide Supplier with an explanation within five (5) business days after receipt of the deliverable, unless otherwise agreed;

(4) demonstrate operational readiness prior to the Commencement Date, including integration of services into Zeus's services operations by fulfilling the agreed acceptance criteria; and

(5) not commence the Services (other than the Transition and Transformation Services) until all Transition and Transformation deliverables have been accepted by Zeus or Zeus has accepted the non-conforming services.

(c) If non-acceptance of a Transition and Transformation deliverable or a necessary re-test cause that the agreed Milestone for this Transition and Transformation deliverable is missed, then the agreed mechanisms for missed Critical Deliverables shall be applied.

10 TRANSITION AND TRANSFORMATION GOVERNANCE

10.1 Transition and Transformation Managers and PMO

(a) Not later than five (5) Business Days after the relevant T&T Commencement Date and until completion of Transition and Transformation, Supplier will

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(1) appoint a Program manager with skills and qualifications as further specified in item (10.2) below and the relevant Attachment 6.1 (*Transition and Transformation Plan*), who will have overall responsibility for the management, performance and delivery of Transition and Transformation and who will be a dedicated escalation point of contact for Zeus in respect of Transition and Transformation ("**Supplier Transition and Transformation Manager**").

(2) establish a Transition and Transformation program Management Office and provide a PMO Manager.

(b) Supplier will use a Project and Program Management methodology according to the requirements as set out in this Attachment.

(c) Both parties will work to ensure that any Transition and Transformation issues or disputes are resolved promptly by the Supplier Transition and Transformation Manager and the corresponding Zeus role, and that any disputes that cannot be resolved will be escalated to the Transition and Transformation steering committee.

(d) Supplier establishes all required Program Management processes and tools within the first month after the relevant T&T Commencement Date, including:

(1) Transition and Transformation Change Control,

(2) risk and issue management,

(3) quality management,

(4) deliverable acceptance management,

(5) deliverable and milestone tracking, and

(6) progress reporting.

10.2 Transition and Transformation Resource Qualification and Experience Commitments

10.2.1 Supplier Resource Commitments

Supplier will staff qualified resources, who:

(a) have gained practical experience in similar roles in similar projects and

(b) have been trained in Supplier's Transition and Transformation methodology.

10.2.2 Zeus Support

Zeus is responsible to support Supplier in completing the Transition and Transformation Plan by:

(a) serving as the interface between the Transition and Transformation Team and Zeus's business functions, units, or Zeus Group Companies participating in the Transition and Transformation to define Zeus's business and technical requirements for Transition and Transformation and to validate that the Transition and Transformation Plan meets such requirements.

(b) obtaining and providing current information, data and documentation related to the Transition and Transformation, and decisions and approvals, as documented in the relevant Attachment 6.1 (*Transition and Transformation Plan*)

(c) assisting Supplier in identifying, addressing, and resolving deviations from the Transition and Transformation Plan and any business and/or technical issues that may impact the Transition and Transformation.

(d) supporting Supplier with developing the Transition and Transformation meetings' schedule (planning, review and status), including the frequency and location and attending such meetings in accordance with the established schedule.

10.3 Managing and Monitoring Transition and Transformation

(a) Supplier will be responsible for managing, monitoring and implementing Transition and Transformation Services. Specifically, Supplier will:

(1) implement a risk management process and proactively identify, monitor, report to Zeus and manage any significant risks or issues in relation to Transition and Transformation, including:

(A) further, developing and updating the Transition and Transformation Risk Management Plan;

(B) instituting formal risk mitigation strategies;

(C) taking appropriate preventive measures and monitor their effectiveness; and

(D) develop contingency plans for rapid recovery from actual or potential Incidents;

(2) manage (including project-managing), coordinate, and plan all aspects of Transition and Transformation (whether performed by Supplier, Zeus, or any Third Party);

(3) monitor progress of all Transition and Transformation tasks and responsibilities (whether the responsibility of Supplier, Zeus, or any Third Party) against the Transition and Transformation Plan and promptly escalate to Zeus any failures (or potential failures) to perform any tasks or responsibilities, including failures by Zeus or Third parties;

(4) resolve any Incidents or Problems that arise with respect to Transition and Transformation;

(5) define an escalation process to be used if there is a failure in any part or component of Transition and Transformation;

(6) establish the necessary communications and interfaces between Supplier, the Authorized Users, and Third parties performing Services; and

(7) initiate, administer, and lead workshops (if needed as a tool to deliver Transition and Transformation) and provide Zeus with advance notice of the timing, location, and proposed agenda for such workshops as appropriate.

(b) Supplier will also support managing the Transition and Transformation with project management methodologies from Zeus or Third parties. This will not have any influence on information level, managing, monitoring, or reporting of the Transition and Transformation.

10.4 Reports

(a) Supplier will provide Zeus with a detailed progress report during Transition and Transformation on a weekly basis. This report will describe the following:

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(1) an executive level summary of the Transition and Transformation progress to date, including an updated summary project plan and project milestone overview;

(2) an updated Gantt chart detailing the status of key Transition and Transformation activities;

(3) a listing with status of all Transition and Transformation deliverables, Transition and Transformation Milestones and project dependencies including acceptance status, the estimated time to completion, days overdue, the actual completion date and comments;

(4) a listing of all unresolved issues related to the execution of the Transition and Transformation Plan, including those for which Zeus has primary responsibility, along with due dates, priority, responsible party, and an assessment of the potential and actual business impact and impact to the Transition and Transformation Plan; and

(5) the status of any risks, including those identified in the initial Transition and Transformation Risk Management Plan, as well as the steps being taken to mitigate such risks.

(b) During Transition and Transformation, Supplier will keep Zeus informed of the current status of the Transition and Transformation Plan activities through reports, proactive discussions, and the proactive sharing of information.

10.5 Meetings and Governance

(a) In addition to any governance meetings described in Attachment C.1 (*Governance Framework*), Supplier and Zeus will meet at least once every month, or as agreed by the parties, until completion of the Transition and Transformation in order to review the status of the Transition and Transformation and take appropriate action.

(b) Supplier and Zeus will establish a Transition and Transformation steering committee within the first month following the Agreement Effective Date.

(c) Supplier Transition and Transformation Managers and its Zeus counterparty will meet on a weekly basis (or more frequently as required by Zeus) during Transition and Transformation to review the status of Transition and Transformation and to ensure that the objectives of Transition and Transformation are being met.

PART C PROJECT SERVICE APPROVAL

11 GENERAL

11.1 Project Service Order Procedure

This section of the Attachment applies to all requests for all Project Services.

All requests for Project Services shall be dealt with in accordance with the procedures "Project Order Procedure" set out in this Attachment and the requirements of Schedule E (Pricing Framework).

Project Services that are to be considered for approval by Zeus shall use the form of the Project Order Document set out in Attachment H.1 (Form of Project Order Document).

The Project Service Order Procedure is the mechanism by which:

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(a) Zeus requests work from Supplier using a "Project Order Initiation" as set out in section 12, Initiation and Proposals

(b) parties may agree to proceed to further explore a request to change an existing Project Order Document by using a ("POD Change Initiation") as set out in section 13, POD Change Request of this Attachment

(1) If, at any time prior to execution of the Project Order Proposal Zeus does not wish to proceed with the Project Order Proposal, Zeus will notify Supplier accordingly, in which case the Project Order Proposal shall be abandoned and neither party shall be required to take any further steps thereto

(2) In exceptional circumstances, e.g., if determined by the Contract Change Procedure, Supplier may issue a Project Order Initiation or POD Change Initiation for Zeus's consideration. In such a case the initiation document must be accompanied by a Project Order Proposal

11.2 Treatment of Project Order Documents

Once a Project Order Document has been so approved and executed in accordance with the requirements of the Agreement, the entire set of documents that are included under the Project Order Document is collectively referred to as the "Project Order Document."

All executed Project Order Documents form part of the Agreement, accordingly all Project Services to be provided in accordance with a Project Order Document form part of the Services provided under the Agreement for the duration of the Project Order Document.

11.3 Charges and Responsibilities

Zeus shall not be:

(a) Liable for any costs or expenditures incurred by Supplier in respect of any Project Order Document; or

(b) Liable for any proposed change to the Ongoing Charges in respect of a Project Order Document

Until such time as the Project Order Document has been executed by both Supplier and Zeus in accordance with the requirements of this Agreement, any change to an Ongoing Charge is subject to the requirements of section 16, Changes to the Ongoing Charges of this Attachment.

All Project Services to be provided by Supplier to Zeus in accordance with a Project Order Document shall only be chargeable by Supplier in accordance with the requirements of Schedule E (Pricing Framework).

Each party shall bear its own costs and expenses incurred by it in complying with its obligations under this Attachment except where otherwise specified.

12 Initiation And Proposals

If at any time during the Term of the Agreement, Zeus identifies the need for certain Project Services, Zeus will issue a Project Order Initiation to Supplier.

If at any time during the Term of the Agreement, it is agreed to explore a request to change to an existing Project Order Document as set out in section 13, a POD Change Requests shall be instigated.

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If Zeus issues a Project Order Initiation or a POD Change Initiation to Supplier, Zeus shall also, where relevant, provide Supplier with a high-level requirements document and/ or where applicable a detailed functional specification or such other supporting documentation in support of the Project Order Document as Zeus deems fit.

Supplier acknowledges that a Project Order Initiation or POD Change Initiation raised by Zeus may be incomplete, in which case Zeus and Supplier shall continue to refine the same in accordance with this section 12, instead of creating a new Project Order Document.

Upon receipt of an Zeus Project Order Initiation or POD Change Initiation Supplier shall:

(a) acknowledge receipt of the said document and provide a unique ID ("Project Order Identifier") for the Project Order Initiation/POD Change Initiation within five (5) Business Days of such receipt

(b) Provide a Project Order Proposal to Zeus for such Project Order Initiation or POD Change Initiation within:

  (1) for all Project Services which impact the Release schedule, within the time periods sufficient to achieve the dates set out in the Release schedule, taking into account the activities required by both Zeus and Supplier, but no longer than twenty (20) Business Days of issuing the Project Order Identifier, or

  (2) for all other Projects Services twenty (20) Business Days of issuing the Project Order Identifier

(c) In certain circumstances Zeus may request that a period less than or longer than that defined in paragraph (b) of this section 12, is required or may be permitted for Supplier to issue a Project Order Proposal. Supplier shall not unreasonably withhold agreement to such a request.

(d) Supplier Project Order Proposals must contain:

  (1) The anticipated timetable for fulfilling Zeus's requirements, including:

    (A) The proposed start date

    (B) The proposed completion date

    (C) Any proposed Milestones

(e) Where relevant, the number and a description of the Results to be produced

(f) A list of Intellectual Property Rights (whether to be provided by Zeus or the Supplier) that Supplier proposes to use in the performance of the Project Services under the Project Order Document

(g) Details of any Intellectual Property Rights (including Supplier Background Information) that Supplier proposes to include in any Results to be produced under that Project Order Document and obtain Zeus's consent as set out in the Agreement

(h) A list of any other equipment or software or Third Party services not already mentioned in paragraph (f) or (g) of this section that Supplier proposes to use in the performance of the Project Services under the Project Order Document (it being assumed that such equipment, software or Third Party services will be provided by Supplier, unless the parties explicitly agree that Zeus will provide such equipment, software or Third Party services).

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(i) Details of any new or additional licenses (including but not limited to any Supplier Commercial Material) required to be paid for by Zeus as a result of changes made under the Project Order Document

(j) The proposed approach including new or changed processes, organization, ways of working or technology

(k) The effort required to deliver the requirements as set out in the Project Order Initiation or POD Change Initiation in terms of:

(1) Hours of effort required by Supplier Employees

(2) Chargeable hours of effort required by Supplier employees

(3) Identified by Zeus Job Title

(4) Resource type, e.g., Onshore resource, Nearshore resource or Offshore resource

(5) Timescale over which such resource will be employed on the project.

The above information shall be stated irrespective of the charging arrangements for the Project Order Document. For the avoidance of doubt, if the parties have agreed on a fixed price, the above stated information is for reference only and does not constitute the basis for invoicing and the Supplier shall not be obligated to report actual labor hours worked in support of a fixed price Project Order Document.

(l) The estimated effort required from Zeus to deliver the requirements as set out in the Project Order Initiation or POD Change Initiation in terms of:

(1) Hours of effort required by Zeus personnel

(2) Identified by job title or activity undertaken

(3) The recommended seniority or experience of the person

(4) The recommended location for this person

(5) Timescale over which such resource will be employed on the project

(m) The total elapsed time to complete the Project Services under the Project Order Document, and any time constraints or material assumptions

(n) Any other information that Zeus may have requested in the Project Order Initiation that Zeus deems appropriate for the Supplier to provide, or that the Agreement otherwise requires to be provided in connection with a proposed Project Order Document

(o) Quantify the likely impact that the Project Order Document may have on:

(1) Resource Unit volumes

(2) Service Levels

(3) volume of Incidents or any other change in Supplier activity

(4) other Project Order Documents in place or in planning with the Supplier, or other Projects in place or in planning with other service providers that the Supplier is aware of

(p) Any additional quantitative and qualitative benefits to be received by Zeus as a result of performing the Project Services in scope

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(q) A rating of the relative risk of the Project Services in scope, as well as possible alternatives to the Project Order Document

(r) Where Supplier is entitled to charge for the contemplated Project Services, in accordance with the requirements of section 11.3, Charges and Responsibilities of this Attachment and Schedule E (Pricing Framework), Supplier must set out the basis upon which the Charges shall be invoiced to Zeus (e.g. whether Supplier proposes a fixed price model, Rate Card Charges or a consumption-based model or a combination thereof):

(1) If fixed price, the Supplier must propose:

(A) The Payment-based Milestones and propose the Acceptance Criteria for such Payment-based Milestones. Supplier must link such Payment-based Milestones to any Milestones identified in paragraph (d)(1) of this section

(B) If not on a Payment-based Milestone basis, the invoicing schedule on a monthly basis for the expected duration of the Project Order Document

(2) If on a Rate Card basis, Supplier must provide the estimated invoicing schedule for the expected duration of the Project Order Document

(3) The Project Order Proposal shall set out any Critical Deliverable Credits that shall apply in the event that a Critical Deliverable identified in the Project Order Proposal is not achieved

(s) If Zeus is satisfied with Supplier's Project Order Proposal, Zeus shall inform Supplier accordingly after which the parties may proceed in accordance with section 14 Agreeing Project Order Document (POD). If, however, Zeus is not satisfied with Supplier's Project Order Proposal, it may:

(1) Require Supplier to update its Project Order Proposal to address any items or issues that Zeus has identified

(2) Notify Supplier that Zeus does not wish to continue

The parties acknowledge that the process for agreeing a Project Order Proposal may be iterative and that Supplier may be required to amend and refine a Project Order Proposal to meet Zeus's reasonable requirements until Zeus is satisfied with the content of the Project Order Proposal. Supplier shall minimize the time between drafts of the Project Order Proposal and endeavor to agree the Project Order Document with Zeus in the shortest possible time.

13 POD CHANGE REQUESTS

A change to an existing Project Order Document may be initiated by any person authorized by Zeus or by the Supplier to do so from time-to-time, by submitting a written request to either the Zeus Project Manager or the Supplier Project Manager, as the case may be. All such change requests shall be submitted as agreed in the Contract Change Procedure.

'Zeus's Project Manager shall at its discretion prioritize change requests it makes or receives, and the Supplier agrees to be bound by the prioritization of change requests set by the Zeus Project Manager.

Zeus shall throughout the review and approval process of each change request continue to monitor and prioritize the various change requests under consideration.

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The Project Managers of the parties shall discuss all change requests submitted on behalf of either Zeus or the Supplier and such a discussion must result in agreement between the parties:

(a) Not to proceed further with the change request, in which case the change request will be abandoned, and no further action shall be taken in respect of that request

(b) To proceed with the change request

Should the decision to proceed with the change request be made in accordance with this section, the change request shall become known as a POD Change Initiation.

In the event of a deadlock on whether or not to proceed with the change request, the decision shall be elevated to the project steering group. If the deadlock continues post discussions in the project steering group, the parties are reminded of the Deliver First Settle Later principle as agreed in the MSA.

Zeus and the Supplier shall each ensure that the decision to either proceed with or abandon a change request is:

(c) Made within seven (7) Business Days of the receipt by the relevant Project Manager of a change request (or such longer period as they may agree in writing)

(d) Recorded in writing by the Project Managers, which for the purpose of this section 13, may be done by email

14 AGREEING PROJECT ORDER DOCUMENT (POD)

Once Zeus is satisfied with Supplier's Project Order Proposal, Zeus will complete the internal POD Authorization and send the Project Order Document for signing. Supplier needs to close the signing process within five (5) Business Days after receiving the request electronically by Zeus.

Following the completion of the signing process of the Project Order Document, Supplier shall commence performance of the Project Services as set out in the Project Order Document. If no date has been set out therein, Supplier shall commence performance of the Project Services immediately when the signing process has been completed.

15 PROJECT ORDER GOVERNANCE

The parties shall establish a governance forum (the "Project Services Order Governance Forum") in order to manage the Project Order Procedure. As part of its remit, such Project Services Order Governance Forum shall:

Manage the portfolio of Project Order Documents where the solution of such Project Order Documents impacts more than one country where an Zeus Company is established. This includes:

(a) Reviewing the resource forecasts provided to Supplier in accordance with section 5.0, Forecasting Procedures of Schedule E (Pricing Framework).

(b) Managing and coordinating such Project Order Documents

(c) Prioritizing such Project Order Documents

(d) Determining if Project Order Documents for such Project Orders are required in more or less than the time period set out in this Attachment

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(e) Monitoring and tracking the status of all Project Order Documents, which for the sake of clarity includes, Project Order Initiations, Project Order Proposals and Project Order Documents

(f) Managing escalations in the Project Service Order Procedure between the parties

(g) Escalations from this forum in respect of any of the above shall be addressed to the Supplier Finance and Contract Review group

16 CHANGES TO THE ONGOING CHARGES

In accordance with the principles and requirements set out in Schedule E (Pricing Framework), the Ongoing Charge unit rates set out in the relevant Attachment 5.1 (Charges) shall not be affected by execution of a Project Order Document, unless otherwise approved by Zeus.

Supplier shall under no circumstance request a change to the Ongoing Charges, or have any right to request such a change, as a consequence of the Project Services, except as set out below and in section 9 Adjustments for Inflation and Deflation of Schedule E (Pricing Framework).

Supplier may only request a change to the Ongoing Charges if the Project Services result in a New Application, if the New Application is included on the list of Supported Applications. Any change to the Ongoing Charges must be in accordance with the requirements set out in section 2.2.5, Addition of an Application of Schedule E (Pricing Framework).

17 URGENT PROJECTS

Supplier acknowledges that some Project Services (and the request for such Project Services) may be urgent and as a result Supplier shall, at the request of Zeus, devote all reasonable efforts and assign the highest priority to the preparation and finalization of the Project Order Document or change to the Project Order Document and the implementation thereof.

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Attachment C.4
Exit Management Framework

Master Services Agreement
Application and Technology Management

Agreement No.:	CW43668
First Party:	ZEUS IT
AB	
Second Party:	HCL Technologies Sweden AB
Classification:	Confidential
Date:	2023.06.01

DocuSign Envelope ID: 1D045F3F-5CF2-4457-A48E-CD049B4A495D

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1 TERMINATION/ EXPIRATI ON

For the avoidance of doubt, any reference in the following to "Zeus" also includes a reference to any Authorized Users and/or their designees.

1.1 Purpose

This Attachment sets out the Termination Assistance Services Supplier will provide on termination or expiration of the Agreement or all or any part of the Services to allow the Services to continue without interruption or adverse effect and to facilitate the orderly and efficient transfer of the Services to Zeus. Further details of the Termination Assistance Services will be set out in the Termination Assistance Plan.

1.2 Duration of Termination Assistance

Supplier will provide the Termination Assistance Services for the duration of the Termination Assistance Period. Notwithstanding the preceding sentence, and notwithstanding any MSA provision to the contrary, the parties agree that the Termination Assistance Period will not end until the later of:

(a) all activities and tasks set out in this Attachment and the Termination Assistance Plan have been completed; and

(b) the acceptance criteria set out in the Termination Assistance Plan have been met, as reasonably determined by Zeus.

1.3 Zeus Personnel

Zeus will assign personnel with relevant background knowledge or will ensure that designee provides such personnel if the Termination Assistance Services are to be transitioned to a Third Party.

1.4 Day-to-Day Operations

Supplier will:

(a) in performing the Termination Assistance Services, ensure the Services and day-to-day operations are not detrimentally affected subject to any agreed disruptions or outages as specified in the Termination Assistance Plan; and

(b) as agreed in the Termination Assistance Plan, provide any training that is required to achieve transfer of responsibility without loss of momentum.

1.5 Termination Assistance Managers

Within ten (10) Business Days from the commencement of the Termination Assistance Period, each party will appoint, and notify the other party of, a suitably qualified representative to act as its single point of contact for the Termination Assistance Services (each a "**Termination Assistance Manager**").

2 TERMINATION ASSISTAN CE PLAN

2.1 Finalized Termination Assistance Plan

Supplier will provide a final Termination Assistance Plan following the guidelines and requirements set out in this Agreement

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2.2 Contents

(a) The Termination Assistance Plan will comprise all required items and must set out the timeframe and any milestones to execute the Termination Assistance Plan. Supplier will complete the Termination Assistance Services within the agreed timeframe.

(b) Any item that upon agreement of both parties is not required in the Termination Assistance Plan will be marked as "not applicable" or “n/a”.

2.3 Updated Termination Assistance Plan

Supplier will regularly, and at least once per Contract Year, update the Termination Assistance Plan. Specifically, Supplier will:

(a) keep the Termination Assistance Plan up-to-date and deliver the updated Termination Assistance Plan to Zeus for review, comment and acceptance; and

(b) within fifteen (15) Business Days of Zeus notifying Supplier as to whether the Services are to be transitioned to Zeus or a Successor and/or their designee(s), provide Zeus with a revised version of the Termination Assistance Plan reflecting any changes necessary to meet the particular requirements of that transition.

2.4 Format

The format of all information provided by Supplier under this Attachment will be set out in the Termination Assistance Plan.

3 REMOVAL OF PROPERTY

3.1 Supplier will

(a) before removing any document, equipment, software or other property from any facility of Zeus or an Authorized User that is used by Supplier to perform the Services, give notice to Zeus identifying the property (in sufficient detail to inform Zeus of the nature and ownership of the property);

(b) not remove any property without Zeus's prior consent, which will not be unreasonably withheld; and

(c) comply with the reasonable procedures established by Zeus for the removal of property from Zeus facilities.

4 DATA AND KNOWLEDGE TRANSFER

4.1 Providing Data

Supplier will, upon Zeus’s written request during the Termination Assistance Period, provide data regarding:

(a) Consumption and utilization of resources (such as people, software, and equipment);

(b) Use of software across Applications and servers;

(c) Business process procedures and work flow;

(d) Business process volumes and statistics;

(e) Business process training modules;

(f) Performance histories;

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(g) Asset inventories;

(h) Third Party contracts;

(i) Then current and projected work volumes;

(j) Projects and project proposals in process;

(k) Any other data reasonably requested by Zeus about the Services as necessary for Zeus to assume responsibility for continued performance of the Services; and

(l) Any Zeus Data or other Zeus Intellectual Property Rights contained in a Supplier proprietary tool in the format requested by Zeus.

4.2 Knowledge Transfer

Supplier will provide for a transfer of knowledge about the Services and related topics (which may be specified in the Termination Assistance Plan) to facilitate the provision of the Services to Zeus. Specifically, Supplier will:

(a) participate in workshops, meetings, and "hands-on" activities if requested by Zeus;

(b) provide Zeus with information about the Services that are necessary to implement the Termination Assistance Plan;

(c) provide Zeus with information about the Services necessary for them to assume responsibility for continued performance of the Services in an orderly manner and to minimize disruption to operations, including:

(1) relevant documentation;

(2) schedules, work products, and related information;

(3) service level agreements with Subcontractors; and

(4) access to, and contact details for Third Party personnel, and Supplier personnel during the Termination Assistance Period;

(d) permit Zeus to bring laptops, mobile phones and recording devices to, and use other equipment and connectivity at Supplier sites to facilitate knowledge transfer as per Supplier’s reasonable and standard policies;

(e) provide training to Zeus's personnel in the performance of the Services to be transferred to the extent requested by Zeus;

(f) permit Zeus to assign Zeus personnel, or personnel of Authorized User(s) or their designee(s), to work with Supplier personnel to facilitate the knowledge transfer from Supplier to Zeus or its nominee;

(g) provide access to Supplier personnel who have worked or are working on Zeus’s account (even if they are not dedicated to Zeus’s account);

(h) explain any relevant standards and procedures to Zeus’s operations staff (including business process procedures and work flow);

(i) if known, provide a contact list of current potential alternative sources of resources, including skilled labor and spare equipment parts; and

(j) provide a list of all Services and other "in-flight" work current at the commencement of the Termination Assistance Period with the list to be updated by Supplier at the end of the Termination Assistance Period.

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5 PERSONNEL

5.1 Engaging Supplier Personnel

(a) The Successor or Zeus will have the right to extend offers of employment to all Supplier personnel primarily assigned to or working on the Zeus account. The Supplier will provide reasonable access to these employees and will not interfere with the Successor's or Zeus's efforts to hire them (e.g., by making counteroffers).

6 OPERATIONAL TRANSITI ON

6.1 Operational Transition Deliverables

Supplier will perform all activities required to effect a smooth and efficient transition of operational responsibility for the Services. Specifically, Supplier will provide to Zeus:

(a) Application Software and System Software in machine-readable object code form, master file and field descriptions and record layouts for such software (including Third Party software if permitted by the applicable licenses), along with run documentation and job control listings, and other similar information necessary for Zeus to run the equipment and Application Software/System Software;

(b) Schedules, operating details (including contents of system "fact sheets"), up-to-date file layout details and usage information, batch schedules, run books and technical plans, job stream, restart and maintenance activities documentation, system and software control scripts (including documentation explaining these scripts), database descriptions, and other information and Application documentation necessary for Zeus to run equipment and the Application Software/System Software;

(c) Object libraries and reference files used to provide the Services, subject to the intellectual property provisions of the Agreement;

(d) The source code for any software in relation to which:

(1) Zeus owns the copyright; or

(2) Zeus has been granted a license to modify or adapt source code beyond the Termination Assistance Period;

as well as any other associated material, such as documentation, which a qualified programmer would require to modify or adapt the source code of the software;

(e) Systems' support profiles, enhancement logs, and incident tracking/resolution documentation (including documents recording how incident resolution was achieved, historical data, and common incidents within Zeus's environment);

(f) Alarm and performance monitoring system information;

(g) Work volumes, staffing requirements (including the type of support (for example: physical, remote access or lights out), percentage breakdown of support personnel across the Services, location and functions performed), actual Service Levels, and information on historical performance for each equipment component and system over the preceding twelve (12) months;

(h) Capacity management information including capacity management planning models, trends, CPU and application processing structures, information about the operation and performance of applications in Zeus's or the Authorized User(s)' environment and usage factors for Applications;

(i) Performance tuning information (including access to potential future opportunity model);

(j) Up-to-date information about the Services and a full inventory of any resource or capability that contributes to the delivery of the Services;

(k) Documented demarcation points for each portion of the Services; and

(l) A list of all Project Services and proposals expected to be in progress as of the effective date of termination or expiry of the Agreement, including current status.

6.2 Pre-Transition Services

Supplier will provide pre-transition services. Specifically, Supplier will:

(a) provide Zeus with the current media management or other storage media listing of inventory;

(b) provide Zeus with any incident logs reporting back at least two (2) years before the effective date of termination or expiry of the Agreement;

(c) identify, record, and provide to Zeus control release levels for System Software;

(d) freeze all or any discretionary software changes, other than modifications necessary to address issues, errors or any other processing problems if requested by Zeus;

(e) provide and coordinate assistance in notifying Supplier's Third Party vendors of the procedures to be followed during the Termination Assistance Period;

(f) review all test, data and production software libraries with Zeus's, the Authorized User(s)' or the Successor's operations staff;

(g) assist Zeus in the analysis of the space required for software and data file libraries;

(h) provide reasonable assistance to Zeus in establishing or transferring naming conventions;

(i) subject to the intellectual property provisions of this Agreement, document and deliver all tools and databases used to provide the Services, including those for tracking projects and service information requests, and those used for knowledge transfer;

(j) deliver technical specifications and materials, and user documentation for the Application Software/System Software to Zeus;

(k) at Zeus's request, deliver job streams and associated job control language and appropriate run documentation (including run books) to Zeus;

(l) assist Zeus in making arrangements for the physical de-installation, transportation, and relocation of equipment and any physical assets to be transferred to Zeus in accordance with section 7;

(m) provide documentation and diagrams, including IP addressing schema, architecture data network diagram, managed device thresholds, and configurations; and

(n) provide copies of Zeus Data and offsite storage of production data, as reasonably requested.

6.3 Other Services

During the Termination Assistance Period, Supplier will provide other services as specified in the Termination Assistance Plan. Specifically, Supplier will:

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(a) copy and deliver to Zeus all relevant requested data files;

(b) in conjunction with Zeus, conduct a rehearsal of the migration before cutover as scheduled by Zeus on ten (10) Business Days written notice;

(c) deliver the content listings of all relevant requested data files and printouts of control file information to Zeus;

(d) provide reasonable assistance to Zeus in loading the data files;

(e) provide reasonable assistance to Zeus with the movement of data from the then existing databases to the new environment;

(f) provide an image copy of each operating system environment in dump/restore mode;

(g) provide reasonable assistance to Zeus in the execution of parallel testing of Applications migrated back to Zeus; and

(h) ensure continuity of operations through the effective date of termination to the end of the Termination Assistance Period.

7 TRANSFER OF ASSETS

7.1 Documentation

Supplier will:

(a) upon Zeus's request, provide to Zeus all information on the equipment and software for which Supplier is financially or operationally responsible; and

(b) provide any documentation developed by or on behalf of Supplier that describes or explains or that would otherwise assist in performing the Services and the Service Levels (including all operational level documentation and technical documentation, in hard-copy or electronic media as agreed with Zeus, as well as an updated copy of the Policy and Procedures Manual), for the purpose of Zeus's inviting Third Party service providers to supply the Services and negotiating an arrangement with those third parties.

7.2 Equipment

Supplier will:

(a) upon Zeus's request, assign or transfer at Zeus's expense to Zeus, all Supplier-owned hardware that is substantially or wholly used in connection with performing the Services;

(b) ensure that any such assignment or, transfer of Supplier-owned hardware will be at the fair market value; and

(c) collect the data for fair market valuation; Zeus may at its expense ask an independent Third Party to perform the valuation.

7.3 Third Party Contracts

Supplier will:

(a) if requested by Zeus, assign, novate, or assist Zeus in negotiating new Third Party Contracts (other than software licenses with a Third Party) including any Subcontractors that have been involved in the provision of the Services during the

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Term of the Agreement or immediately before the effective date of termination or expiry of the Agreement;

(b) use all commercially reasonable efforts to ensure that Zeus will not be charged for the transfer of any Third Party contract to Zeus and, if charges cannot be prevented, must notify Zeus in writing of the extent such transfer costs apply and detail the costs or the method of determining the costs as part of the Termination Assistance Plan.

7.4 Information

If requested by Zeus, Supplier must provide or make available to Zeus detailed information, data, records, or Services delivery architecture necessary for the provision of services similar to the Services by Zeus. Any availability will be made subject to confidentiality obligations agreed between the parties in the Agreement.

8 OPERATIONAL AND DISASTER RECOVERY

8.1 Requirements

Supplier will provide reasonable assistance to support Zeus's requirements for operational recovery and disaster recovery during the Termination Assistance Period. Specifically, Supplier will:

(a) update and supply documentation used by Supplier to provide operational recovery and disaster recovery services, testing procedures and frequencies, redundancy diagrams, and plans;

(b) train and inform Zeus of then-current policies and procedures with regard to backup and business continuity;

(c) arrange for additional overlapping coverage or support through the Termination Assistance Period to minimize disruption in the event of an outage during that period; and

(d) as requested by Zeus with ten (10) Business Days prior written notice, participate in operational recovery and disaster recovery testing after the Termination Assistance Period until a successful test has been accomplished.

9 EXTENSION OF SERVICES

9.1 Request by Zeus

At Zeus's request, Supplier will provide to Zeus and/or the Authorized User(s) any or all of the Services being performed by Supplier prior to the expiration or termination date for a period of up to the duration of the Termination Assistance Period (as such period may be extended in accordance with section 33 of the MSA and will continue in accordance with section 1.2 of this Attachment).

9.2 Requirements and Charges

The requested Services will be provided by Supplier subject to and in accordance with the requirements of the Agreement, and Zeus will pay Supplier the Charges specified in the relevant Attachment 5.1 (*Charges*) that Zeus would have been obligated to pay Supplier for such Services if the Agreement or Services had not yet expired or been terminated.

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9.3 Prorating of Charges

To the extent Zeus requests a portion of the Services included in a particular Charge not to provide or perform anymore, the amount to be paid by Zeus will be equitably adjusted to reflect the portion of the Services included in such Charge that Supplier will not be providing or performing.

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Attachment C.5
Key Supplier Personnel

Master Services Agreement
Application and Technology Management

Agreement No.:	CW43668
First Party:	ZEUS IT
AB	
Second Party:	HCL Technologies Sweden AB
Classification:	Confidential
Date:	2023.06.01

KIF No: 384714

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1 KEY SUPPLIER PERSONNEL

(a) This Attachment C.5 to Schedule C (Service Delivery Framework) includes the principles and conditions for Key Supplier Personnel.

(b) The Supplier is entitled, during the entire Term of the Agreement, to assign certain Supplier individuals as Key Supplier Personnel to the performance of the Services for a minimum of two (2) years from the initial designation of the specific individual, unless the parties agree otherwise in writing.

(c) In addition to section 1.b above, Zeus will have the possibility during the entire Term of the Agreement to request and assign any Supplier staff providing Services to Zeus to serve as Key Supplier Personnel. For sake of clarity, that could include any Supplier individual providing Services to Zeus as part of the Ongoing Charges or Rate Card Charges.

(d) During this period, the Supplier will not transfer, reassign or remove any individual assigned Key Supplier Personnel (except as a result of circumstances such as sick leave, resignation or other termination of the employment contract such as voluntary resignation or involuntary termination due to breach of employment contract) without obtaining Zeus's prior written approval.

(e) The Supplier will maintain and manage and update a list of Key Supplier Personnel during the Term of the Agreement and the parties will frequently review and agree such list. The Tactical Meeting will be the forum to prioritize, if needed, assignments as Key Supplier Personnel.

(f) It shall be noted, before assigning any individual to serve in a Key Supplier Personnel position, irrespectively if such request derives from Zeus or Supplier and whether as an initial assignment or a subsequent assignment, the Supplier will:

(1) If request derives from Supplier, notify Zeus in writing of the proposed assignment within a reasonable time frame prior to the planned assignment and at least twenty (20) Business Days prior to a planned assignment.

(2) Obtain Zeus's written approval prior to assigning any individual to a Key Supplier Personnel position.

(3) If request derives from Zeus, notify Zeus in writing, within a reasonable time frame prior to the planned assignment and at maximum twenty (20) Business Days prior to a planned assignment, about the acceptance of assigning such Supplier individual to serve as Key Supplier Personnel.

(4) Provide Zeus with a plan describing the steps and education that will be performed regarding the handover of responsibility to the proposed replacement individual, including a statement about the number of months the replacement individual shall be named as a Key Supplier Personnel.

(5) Provide Zeus with a curriculum vitae (CV) and any other information about the individuals as reasonably requested by Zeus.

(6) Provide reasonable opportunity for Zeus to interview the individual.

(7) Obtain Zeus's written approval prior to removing any individual in a Key Supplier Personnel position (except as a result of voluntary resignation or involuntary termination for cause).

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(8) If Zeus in good faith objects to the proposed assignment or removal of an individual in a Key Supplier Personnel position:

(A) The parties will attempt to resolve Zeus's concerns on a mutually agreeable basis.

(B) If the parties have not been able to resolve Zeus's concerns within five (5) Business Days, the Supplier will not assign or remove the individual and will propose to Zeus the assignment of another individual of suitable ability and qualifications.

(9) The Supplier shall maintain active succession plans for each of the employees filling the Key Supplier Personnel positions.

2 KEY SUPPLIER PERSONNEL DETAILS

[Note: Supplier shall populate the table below with details of all identified Key Supplier Personnel for Zeus Account. Add more rows, as necessary.]

#	Name	Position	Commitment Term	% of Commitment
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

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Attachment H.1.1
Form of Project Order Document - Waterfall

Master Services Agreement
Application and Technology Management

Agreement No.:	CW43668
First Party:	ZEUS IT
AB	
Second Party:	HCL Technologies Sweden AB
Classification:	Confidential
Date:	2023.06.01

KIF No: 384714

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Attachment C Resource Sheet ["The Supplier's" roles and responsibilities, incl. role, location, hourly rates, work effort]

1 EXECUTIVE SUMMARY

[Summarize the overall purpose of this Project Order Document, e.g. describe who is trying to buy what and via what form of contracting mechanism]

2 BACKGROUND

[Describe the background to this Project Order Document]

3 SCOPE OF THIS PROJECT ORDER DOCUMENT

[Describe the scope of work (i.e. development work, implementation work, maintenance work, support and related services).

- *Include implementation; development work and/or deployment work:*
- *Describe in high level each stage in Implementation to Go-live. (e.g. acceptance test, technical test etcetera.). To be further described in section Project Approach, Deliverables etc.]*

3.1 Objectives

- *[State the objectives of this Project Order Document:*
- *What are the expectations, what do we want to achieve (in the short and long term),*
- *Describe in outcomes-based terminology precisely what the organization hopes to achieve as a result of implementation.]*

3.2 Out of scope

[The Project Order Document excludes the following:]

4 PROJECT APPROACH

[The Approach and Methodology describes how Supplier (together with Zeus) will specifically manage the completion of the work/project under the resulting contract.

Typically, in Performance-based POD's, and to mitigate the risk of liability for the organization in the event of dispute or poor performance under the Contract, Supplier is required to provide its own specific methodology for the completion of the tasks and deliverables.

Supplier will adhere to the requirements in Attachment C.3 (Project Framework) unless otherwise agreed by the parties.]

4.1 Project Management

- *[Describe how the Work will be managed from Project management/Governance perspective.*
- *Describe the escalation process: How shall issues be handled during the execution of this Project Order Document?]*

4.2 Project Organisation

[Define the Supplier and Zeus teams and specify their roles, competencies, responsibilities and expectations in the project. You may describe the parties' resources and competencies for this specific project in detail in Attachment C.]

4.3 Risks and Mitigation

[Document the risks foreseen and propose mitigations]

Risk	Probability	Impact	Mitigation

4.4 Change to Existing Methods, Tools or Processes

[Describe if you are proposing changes to existing methods, tools or processes as a consequence of this POD or required to enable this POD. Such changes will be subject to Zeus approval.]

5 REPORTING, MONITORING AND COMMUNICATION

5.1 Project Meeting Protocols

Meeting Description	Purpose	Frequency	Meeting Owner	Participants
Steering Group	*The highest governance group approving the decision points. Major issues related to scope, budget, and timeline are discussed in this forum.*	*Once a tertiary (or as needed)*	*Business Project Manager*	*Business project manager and different business process representatives* *Supplier participant: as needed*
Lead Meeting	*Operational lead meeting to review project related issues*	*Every 2 weeks*	*Business Project Manager*	*Project Leads* *Supplier participant: supplier project manager*
IT Weekly Meeting	*Weekly status update on project and IT related matters*	*Every Tuesdays*	*IT Project Leader*	*All IT project members* *Supplier participant: Supplier PM, supplier relevant members*

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5.2 Status Reporting

[Describe the status reporting Zeus requests for this Project Order Document. Example: A weekly written status report shall be e-mailed to the Project Manager and the IT Project Leader every Monday by 12:00 stating the following: Summary of current status, key accomplishments, activities completed, planned activities, major issues and risks.]

5.3 Knowledge transfer and transition

- *[Define what, when and how knowledge transfer shall be handle and by whom.*
- *What is the expected level of knowledge from the receiving party? (define a knowledge goal)*
- *To whom shall knowledge be transferred?*
- *Describe routines to handle knowledge transfer in a structured way and required documentation*
- *Describe the handover process after execution of this Project Order Document.]*

5.4 Impact assessment

[Impact assessment on existing and planned services, will there be an increased, decreased volume of:

- *Resource Unit volumes*
- *Service Levels*
- *Incident volumes*
- *Supplier activity*
- *Other projects]*

6 OBLIGATIONS BETWEEN THE PARTIES

6.1 Supplier scope and responsibility

[Describe in detail the scope of the work to be performed by Supplier and the responsibilities for this scope of work.]

6.2 Zeus´s responsibility

[Describe any Zeus Obligations required for the Supplier to perform the services included in this Project Order Document.]

7 CONSTRAINTS, ASSUMPTIONS OR DEPENDENCIES

[Define/clarify if there are assumptions (general and specific) made by Supplier for performance of the POD services. The parties agree that such assumptions should be resolved before execution of the POD services commences. Should this be impossible and deviations from any unresolved assumptions arise during the execution of the POD services will be managed though the procedure described in section 8, Change Request Management]

Short Title	Description of Constraints, Assumptions or Dependency	Category [Constraint, Assumption, Dependency or Dependency upon Zeus]

8 CHANGE REQUEST MANAGEMENT

The Change Request process shall be in accordance with the Master Services Agreement.

9 DELIVERABLES AND TIMELINE

Refer to the detailed Project Plan, including Time Plan in Attachment B.

9.1 Timeline – Key Dates

Start Date

Completion Date

Expected Project Duration (Days)

9.2 Milestones

[Describe the activities to be performed by Supplier. Include a detailed description of what is required for each of the identified results. The description should provide sufficient information to clarify what will mark completion of a delivery.

- *For Deliverables with milestones; provide a description of the milestone, including a date or time period following Award when this milestone is required to be completed.]*

Milestone	Acceptance Criteria	Delivery date

9.3 Deliverables and Product

[Describe what deliverables or activities will be delivered as a result of execution of this Project Order Document: Identify the required Deliverable(s). This should include the Deliverable Name, description of its contents, the format (dependent upon the type of Deliverable, this could include: hard and/or soft copy and required software, size, structure of a report documentation) in which it is required, number of copies/deliveries, language(s) of delivery, and the date or time period following Award when the delivery is required]

Short Title	Description of Deliverables or Product

10 QUALITY ASSURANCE AND ACCEPTANCE CRITERIA

10.1 Delivery of Quality Assurance

[Define how the Supplier will deliver quality assurance.]

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10.2 Acceptance procedure and Exit Criteria

- *[Define the Performance Measurement Criteria; e.g Key Performance Indicators (KPIs) that form deliverables or a series of Service Levels*
- *Define exit criteria and acceptance procedure.*
- *Acceptance criteria may refer to following:*
  - acceptance of BAT
  - acceptance of technical tests
  - The delivered software has to be compliant to the specifications (no defects are accepted or in accordance to acceptance level criteria(acceptance based on level of business critical)]

Business Objective	Success Criteria	Measurement	Delivery date

10.3 Review Process

[Define the delivery quality assurance routines that are agreed between the parties and how they are applied in this work, e.g. review process undertaken during the Project to ensure and improve the delivery outcome.

The deliverables described in section 9 shall be approved by Zeus and [be consistent with Zeus's way of working] to ensure the deliverables have met the agreed quality standards. In case there are no existing quality assurance routines in place the parties shall agree such routines. Zeus also reserves the right to conduct independent reviews of the deliverables, as needed.]

11 CHARGES AND PAYMENT TERMS

Payment is always conditional upon the satisfactory acceptance of the Deliverable(s) and Milestone(s) by the Project Authority. Invoicing and Payment terms in accordance with Schedule E (Pricing Framework) and the relevant Attachment 5 (Pricing).

11.1 Charges from Attachment 5.1 (Charges) for any service-specific Services

In case this Project includes consumption of Service Variants defined in the relevant Attachment 1 (Service Catalog) then such Service Variants will be listed with an appropriate Charge in the appropriate Attachment 5.1 (Charges). Please list such Charges in the table below.

Billing Unit ID	Service Variant Name	Anticipated Consumption Volume	Comments

11.2 Charges Summary

[Summarize the total charges under this POD.]

The assignment will be delivered…

The assignment will be delivered to a Fixed Price of xxx SEK, excluding VAT.

The assignment will be delivered on Time and Material basis with a total estimate of xxx SEK, excluding VAT.

Time and Material means that the Supplier will adhere to the MSA regulation connected thereto including but not limited to the Billable Hour concept and the Estimate regulation.

11.3 Fixed price payment schedule

If Supplier fails to meet the Acceptance Criteria for any Payment-based Milestone by the date specified for that Payment-based Milestone in the POD Agreement, Zeus shall not be required to pay the Milestone Amount until the Acceptance Criteria have been met and this has been approved in writing by Zeus.

Payment-based Milestone (Acceptance Criteria is set out in section 9.2, Milestones)	SEK	Month

11.4 Critical Deliverables Credits

Critical Deliverable Credits below shall apply in the event that a Critical Deliverable identified in this Project Order Proposal is not achieved. Critical Deliverables are not Service Level Credits and are not subject to Earnback. Critical Deliverable Credits continue per month for each month the deliverable has not been completed.

Critical Deliverable Name	Expected Criteria	Critical Deliverable Credit (SEK)	Expected Date	Basis of calculation of the Critical Deliverable Credit

11.5 Extraordinary Travel Expenses Estimate

Any extraordinary travel and living expenses (only complete for Time and Material resources).

11.6 Invoice Reference

Mark invoices with the Zeus code string:

[Account / Cost Centre / Project code / Reviewer name]

12 OTHER TERMS

12.1 Proprietary Material

[List Proprietary Materials, consents needed, estimated cost and provider of materials.]

12.2 Other Equipment, Hardware, Software or Third Party Services

[List Other Equipment, Software or Third Party Services needed. State consents required, estimated cost and provider of materials.]

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12.3 Other Licences to be paid for by Zeus

[List and provide details of the Licenses - name, vendor, modules, number of licenses required etc. including cost and who is provider of materials.]

12.4 Processing of Personal Data

If the Project Services includes any processing of Personal Data by Supplier on behalf of Zeus, such processing shall comply with Schedule I to the Agreement and the instructions to Supplier and supplementary measures included in exhibit 1 and exhibit 2 to this Project Order Document.

13 DEFINITIONS AND ABBREVIATIONS

[For clarification to the POD: List all relevant definitions and abbreviations. Unless the context otherwise specifies or requires, the following terms and expressions shall have the following meanings when used in the Project Order Document. Terms and expressions defined in the Agreement shall have the same meaning in this POD unless otherwise defined below.]

Term	Definition

****

In witness whereof the parties hereto, through their authorized representatives, have executed this Project Order Document on the day and the year written below.

[date]	[date]
ZEUS IT AB	**HCL Technologies Sweden AB**
Johanna Zander	[Name of Signatory]
Board Advisor	[Title]
Richard Andersson	[Name of Signatory]
Managing Director	[Title]

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[Note that Exhibit 1-2 shall be used only if the SOW includes the processing of personal data.]

Exhibit 1

Data processing instructions

Contact Details		
Contact persons with responsibility for data protection	**Data Controller**: [insert contact details to DPO of Zeus company] To contact persons with data protection responsibilities for other Data Controllers, please consult privacy policies on their respective websites. **Data Processor (contact person's name, position and contact details)**: [To be filled in]	
Purposes of Processing		
Specify all purposes for which the personal data will be processed by the Data Processor. ***NB!*** *There may be different purposes for different categories of data and/or data subjects.*	[e.g. To perform customer surveys in order for the Data Controller to follow up the development of customer satisfaction.]	
Categories of Personal Data		
Specify the different types of personal data that will be processed by the Data Processor ***NB!*** *The list is not exhaustive and you may need to add additional categories of data that are specific to your contract.*	☐ Name ☐ Surname ☐ Date of birth ☐ Address ☐ City ☐ Zip code ☐ Email address ☐ Telephone number ☐ Education ☐ Household information ☐ ZEUS Family no	**ZEUS SPECIAL CATEGORIES OF PERSONAL DATA** ☐ Personal identification no ☐ Payment card data ☐ Geo-location ☐ Transaction data ☐ Purchase history ☐ Tracking technologies showing where an individual has been browsing online outside the Zeus Group domain ☐ Children data

	☐ IMEI no (international mobile equipment identity) ☐ MAC address (Media access control) ☐ IP address ☐ Unique identifier ☐ Behavioral data collected on ZEUS.com ☐ Job applications/CV etc. ☐ Employment data (current employer, position, previous positions, data of employment etc.) ☐ Other, please specify [type other category / categories of data in this field]	☐ Data relating to an individual's salary or wealth ☐ Data relating to an individual's performance at work **SPECIAL CATEGORIES OF DATA UNDER APPLICABLE DATA PROTECTION LEGISLATION** ☐ Genetic and biometrical data Information about the individual's: ☐ health (physical and mental) ☐ philosophical or religious beliefs ☐ political opinions ☐ sexual life ☐ race or ethnic origin ☐ trade union membership ☐ criminal convictions ☐ Data relating to a grievance or disciplinary procedure ☐ Other, please specify [type other category / categories of data in this field]
Data Subjects		
Specify the categories of data subjects whose personal data will be Processed by the Data Processor. ***NB!** The list is not exhaustive and you may need to add additional data subjects that are specific to your contract.*	☐ Customers ☐ Potential customers ☐ Subscribers (to e.g. newsletters) ☐ Co-workers (including trainees, student workers, stagiaires etc.) ☐ Consultants ☐ Candidates (i.e. persons applying for positions within the Data Controller) ☐ Contact persons (from third parties e.g. suppliers) ☐ Other (please specify below) [if you have checked the box "Other" please insert specification of other data subjects in this field.]	
Nature of Processing Activities		

Specify all processing activities to be conducted by the Data Processor	[Describe the scope of processing, (e.g. collection, storage, change of personal data, technical support, analysis and evaluation).]
Retention of Personal Data	
Describe the period for which the personal data will be retained by the Data Processor, or, if that is not possible, the criteria used to determine that period	
Location of the Processing Activities by the Data Processor	
Location of data processing by the Data Processor in the EU/EEA	[Specify all countries within the EU/EEA where Data Processor will host, store, analyze or otherwise process personal data.]
Location and frequency of data processing by the Data Processor outside the EU/EEA (if applicable) ***NB!** Include only locations where Data Processor's legal entity, **not sub-processors,** process personal data.*	*[Specify countries and cities/states outside the EU/EEA where Data Processor will host, store, analyze or otherwise process personal data]* [Describe if personal data will be transferred on a continuous basis e.g. if the data processor provides hosting services outside the EU/EEA, or if transfer is made on an ad-hoc basis, e.g. if data processor's support personnel processes personal data relating to incidents]. ☐ Personal data is transferred on a continuous basis ☐ Personal data is transferred on a one-off basis
Information about Sub-processors (if any)	

[Please add boxes for additional sub-processors]

Sub-processor #1

Name of the legal entity	Adress of the legal entity	Contact person (name, position, contact details)	Description of data processing (scope of engagement by the Data Processor)

[Please use one row per one location, and add more rows as needed]

Location of data processing	Data transfer mechanism (for data transfers outside the EU/EEA)	Frequency of transfer (for data transfers outside the EU/EEA)

[E.g., US]	☐ Adequacy ☐ SCCs ☐ BCRs ☐ Other (please specify below)	☐ Personal data is transferred on a continuous basis ☐ Personal data is transferred on a one-off basis

Sub-processor #2

Name of the legal entity	**Adress of the legal entity**	**Contact person (name, position, contact details)**	**Description of data processing (scope of engagement by the Data Processor)**

[Please use one row per one location, and add more rows as needed]

Location of data processing	**Data transfer mechanism (for data transfers outside the EU/EEA)**	**Frequency of transfer (for data transfers outside the EU/EEA)**
	☐ Adequacy ☐ SCCs ☐ BCRs ☐ Other (please specify below)	☐ Personal data is transferred on a continuous basis ☐ Personal data is transferred on a one-off basis

Exhibit 2

Supplementary measures

As per Clause 5.4 of the DPA, Data Processor acting as a data importer further undertakes to implement supplementary measures as specified below in *Section A. Technical Measures, Section B. Contractual Measures and Section C. Organizational measures.*

A. TECHNICAL MEASURES

Technical measures selected below via a tick-box shall apply to, and be implemented by the data importer for, the processing of personal data by the data importer.

[in the column on the right, select the measures that apply to the Agreement]

Measure	Specification of the measure	Applicable to the Agreement
Encryption without client key management (SM 1.1)	The data importer shall ensure that personal data is encrypted prior to the transfer to the third country. The data importer is responsible for providing a trusted certificate authority to manage encryption keys and certificates.	☐
Encryption with client key management (SM 1.2)	The data importer shall put in place appropriate measures to enable the data exporter to encrypt personal data prior to the transfer to the third country. The Data Controller shall be granted the right to retain sole and exclusive control over and to manage (generate, administer, store and revoke) encryption keys at their own discretion either directly or via a trusted third party nominated by the Data Controller.	☐
Anonymisation (SM 1.3)	The data importer shall put in place appropriate measures to enable the data exporter to anonymise personal data specified below prior to transfer to the third country: *[Specify personal data items/categories to be anonymised]*	☐
Pseudonymisation (SM 1.4)	As described in Clause 8. 6 (a) of the SCCs. The data importer shall put in place appropriate measures to enable the data exporter to pseudonymize personal data prior to transfer to the third country. In addition, any additional information for attributing the personal data to a specific data subject shall remain under the exclusive control of the Data Controller.	☐
Data storage localisation (SM 1.5)	The data importer shall ensure that personal data is stored in data centers located in the EEA or in a country covered by the European Commission's adequacy decision pursuant to Article 45 of the GDPR.	☐
Data processing	The data importer shall ensure that all data processing operations undertaken on behalf of the data exporter, including but not limited to data storage, customer & service support, incident management are provided from within	☐

localisation (SM 1.6)	the EEA or in a country covered by the European Commission's adequacy decision pursuant to Article 45 of the GDPR.	

B. CONTRACTUAL MEASURES

All measures listed in Section B. Contractual Measures apply to all agreements and shall be implemented by the data importer.

Measure	Specification of the measure
No back door policy (SM 2.1)	The data importer shall not purposefully create back doors or similar programming or change its business processes in a manner that could be used to access the system and/or personal data. The data importer further certifies that the national law of government policy does not require the data importer to create or maintain back doors or to facilitate access to personal data and/or systems or for the data importer to be in possession or to hand over the encryption key.
Audit rights and supervision (SM 2.2)	In addition to what has been agreed in the DPA and Clauses 8.9 (c), (d), and (e) and 13 (b) of the SCCs, the scope of the audit must explicitly cover any processing by the sub-processors of the personal data transmitted in the third country. The data importer is under obligation to facilitate and reasonably support the audits of the sub-processors.
Warranty Canary (SM 2.6)	The data importer shall regularly make publicly available, a cryptographically signed message, where possible, informing the data exporter that, as of a certain date and time, it has received no order to disclose personal data.
Restrictions to access plain text personal data (SM 2.9)	Unless explicitly required for the due performance of the services defined in the Agreement, the data importer shall not access plain text data without express or implied agreement of the data exporter and/or the data subject for a specific access to data.
Access to data from headquarters (SM 2.14)	The data importer shall ensure that the personal data is not accessed by the entities belonging to the group of undertakings, including the main establishment, in a third country outside EEA, unless the entities within the group of undertakings are included in the list of sub-processors in the Exhibit 1.

C. ORGANIZATIONAL MEASURES

All measures listed in Section C. Organizational Measures are applicable to all agreements and shall be implemented by the data importer.

Measure	Specification of the measure
Internal policies, including training (SM 3.1)	The data importer shall document and adopt internal policies allocating responsibility for data transfers, reporting channels and procedures in case of public access requests. The data importer shall ensure that the policies are supported by the appropriate training programme for personnel executing the policies.
Documentation of requests for access	The data importer shall document requests for access from public authorities. The documentation maintained by the data importer shall include, at least, the

from public authorities (SM 3.2)	information specified in Clause 15.1 (a) (i) of the SCCs and shall be provided to the data exporter upon request without undue delay.
Data minimisation (SM 3.4)	The data importer shall apply strict data minimisation measures to transfers by granting its personnel located in the third country, on need basis, only restricted, instead of full, access to personal data and transferring, whenever possible, only limited data sets, rather than whole databases.
Data Protection Officer (SM 3.5)	The data importer shall involve a Data Protection Officer or person with an equivalent role and expertise in EU data protection law, in the matters related to transfers of personal data, and, upon request provide the data exporter with contact details of this person.
Maintenance of ISMS and/or PIMS (SM 3.6)	The data importer shall establish, implement, maintain and continually improve an information security management system (ISMS), in accordance with the requirements of ISO 27001 and/or privacy management system (PIMS), in accordance with the requirements of ISO 27701 or any equivalent internal standards.

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Attachment H.1.2
Form of Project Order Document – Agile Projects

Master Services Agreement
Application and Technology Management

Agreement No.:	CW43668
First Party:	ZEUS IT
AB	
Second Party:	HCL Technologies Sweden AB
Classification:	Confidential
Date:	2023-06-01

KIF No: 384714

DocuSign Envelope ID: 1D045F3F-5CF2-4457-A48E-CD049B4A495D

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Table of Attachments

Attachment A Requirement Specifications, functional and non-functional scope

Attachment B Detailed Project Time Plan

Attachment C Resource Sheet ["The Supplier's" roles and responsibilities, incl. role, location, hourly rates, work effort]

1 EXECUTIVE SUMMARY

[Summarize the overall purpose of this Project Order Document, e.g. describe who is trying to buy what and via what form of contracting mechanism]

2 BACKGROUND

[Describe the background to this Project Order Document]

3 SCOPE OF THIS PROJECT ORDER DOCUMENT

[Describe the scope of work (i.e. development work, implementation work, maintenance work, support and related services).

- *Include implementation; development work and/or deployment work:*
- *Describe in high level each stage in Implementation to Go-live. (e.g. acceptance test, technical test etcetera.). To be further described in section Project Approach, Deliverables etc.]*

3.1 Objectives

- *[State the objectives of this Project Order Document:*
- *What are the expectations, what do we want to achieve (in the short and long term),*
- *Describe in outcomes-based terminology precisely what the organization hopes to achieve as a result of implementation.]*

3.2 Out of scope

[The Project Order Document excludes the following:]

4 PROJECT APPROACH

The project approach for the Project Services in scope will use the Scrum framework, referencing *https://www.scrum.org*, with necessary adaptations to the Zeus way of working.

The Supplier is obligated to adhere to Zeus Group methods and methodology when applicable, reasonable exceptions can be accepted by Zeus in writing (see section 4.6 below).

4.1 Project Management

- *[Describe how the Work will be managed from Project management/Governance perspective.*
- *Describe the escalation process: How shall issues be handled during the execution of this Project Order Document?]*

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4.2 Project Organisation

[Define the Supplier and Zeus teams and specify their roles, competencies, responsibilities and expectations in the project. You may describe the parties' resources and competencies for this specific project in detail in Attachment C.]

4.3 Project documentation and artefacts

Item	Description	Tool
Backlog		
Sprint backlog		
Burndown charts		
Product documentation		

4.4 Definition of Done

Describe the definition of done for sprint backlog items, a list of criteria which must be met before a product increment / user story is considered done including acceptance criteria and passing acceptance criteria. Describe when in the process the supplier will handover products to a receiving organisation.

4.5 Risks and Mitigation

[Document the risks foreseen and propose mitigations]

Risk	Probability	Impact	Mitigation

4.6 Change to Existing Methods, Tools or Processes

[Describe if you are proposing changes to existing methods, tools or processes as a consequence of this POD or required to enable this POD. Such changes will be subject to Zeus approval.]

5 REPORTING, MONITORING AND COMMUNICATION

5.1 Project Meeting Protocols

Meeting Description	Purpose	Frequency	Meeting Owner	Participants
Project governance meeting	Status update, performance review and first escalation	Once a tertiary (or as needed)	Product Owner	Product Owner

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Meeting Description	Purpose	Frequency	Meeting Owner	Participants
	forum for this Project Order Document.			Supplier participant: Delivery responsible
Sprint planning	Plan work to be performed in upcoming sprint.			
Daily stand-ups	Daily meeting to synchronize activities and create a plan for the next 24 hours.			
Sprint demo / review	Get an overview of what is done in the sprint, demonstration of work done and a revised backlog ready for backlog planning.			
Retrospectives	Identification of improvements for upcoming sprints as a backlog item.			
Backlog refinement	Review and revision of backlog items.			

5.2 Status Reporting

[Describe the status reporting Zeus requests for this Project Order Document. Example: A weekly written status report shall be e-mailed to the Project Manager and the IT Project Leader every Monday by 12:00 stating the following: Summary of current status, key accomplishments, activities completed, planned activities, major issues and risks.]

5.3 Knowledge transfer and transition

- *[Define what, when and how knowledge transfer shall be handle and by whom.*
- *What is the expected level of knowledge from the receiving party? (define a knowledge goal)*
- *To whom shall knowledge be transferred?*
- *Describe routines to handle knowledge transfer in a structured way and required documentation*
- *Describe the handover process after execution of this Project Order Document.]*

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5.4 Impact assessment

[Impact assessment on existing and planned services, will there be an increased, decreased volume of:

- *Resource Unit volumes*
- *Service Levels*
- *Incident volumes*
- *Supplier activity*
- *Other projects]*

6 OBLIGATIONS BETWEEN THE PARTIES

6.1 Supplier scope and responsibility

Supplier is responsible for the Scrum Master role and the assigned development team(s).

The development team will be responsible for the actual development activities within each Sprint in line with Zeus Group processes and ways of working (as set out in exhibit 1). As such, the team is required to be cross-functional and include members who are skilled in areas relevant for the assignment. Proven experiences in Agile development projects are also required from members of the development team.

The Scrum Master is responsible for coaching and facilitating scrum practices – ensuring that the development team and the product owner are working co-operatively and following the Scrum processes.

If there are supplier resources or teams that are underperforming, this will be addressed in the Project Governance meeting and appropriate actions will immediately be taken by Supplier, such as the replacement of individuals or teams, including the appropriate handover, with no additional cost for Zeus. The assigned Scrum Masters may be considered Key Supplier Personnel under Attachment C.5 (*Key Supplier Personnel*).

Key responsibilities for the development team are:

a) Each member of the development team should be appropriately skilled and experienced to carry out the Project Services; and

b) Each member of the development team is dedicated to the Project Services during the term of this Project Order Document (unless otherwise agreed).

Key responsibilities for the Scrum Master:

a) Scrum Master(s) assigned to the Project Services should be appropriately skilled and experienced in software development and scrum methodology to be able to coach and facilitate scrum practices and ceremonies.

b) The Scrum Master(s) should have minimum of one (1) year of experience of software development projects using the Scrum methodology.

c) The Scrum Master(s) is dedicated to the Project Services during the term of this Project Order Document (unless otherwise agreed).

6.2 Supplier resources

[Define the development teams and resources on the Supplier side. How many teams, number of resources, competences (rate card), location and cost per team. Is the scrum master part of the Development Team or is there a scrum master that are working with several scrum teams.

Agree on team disposition. Example: One Development Team consisting of X resources, excluding Scrum Master, distributed over the various roles and level of expertise as displayed in table below. The x resources equals 100 percent.]

Role	Junior	Senior	Expert
Scrum Master		0,5 FTC	
Developer	15%	40%	10%
Tester	15%	20%	

6.3 Zeus´s responsibility

[Describe any Zeus Obligations required for the Supplier to perform the services included in this Project Order Document.]

7 CONSTRAINTS, ASSUMPTIONS OR DEPENDENCIES

[Define/clarify if there are assumptions (general and specific) made by Supplier for performance of the POD services. The parties agree that such assumptions should be resolved before execution of the POD services commences. Should this be impossible and deviations from any unresolved assumptions arise during the execution of the POD services will be managed though the procedure described in section 8, Change Request Management]

Short Title	Description of Constraints, Assumptions or Dependency	Category [Constraint, Assumption, Dependency or Dependency upon Zeus]

8 CHANGE REQUEST MANAGEMENT

The Change Request process shall be in accordance with the Master Services Agreement.

9 DELIVERABLES AND TIMELINE

Refer to the detailed Project Plan, including Time Plan in Attachment B.

9.1 Timeline – Key Dates

Start Date

Completion Date

Expected Project Duration (Days)

9.2 Sprints

[Describe the different Sprints in which the Project Services will be delivered by Supplier. Include a detailed description of what is required for each of the identified results. The

description should provide sufficient information to clarify what will mark completion of a Sprint.

Payment-based Milestone	SEK	Date
Sprint x completion, post Sprint Review		
Sprint x completion, post sprint review		
Sprint x completion, post sprint review		
Sprint x completion, post sprint review		

10 CHARGES AND PAYMENT TERMS

Each Sprint shall be a separate invoice item with a break down of the efforts per sprint.

Payment-based Sprints	SEK	Date
Sprint x completion, post sprint review		
Sprint x completion, post sprint review		
Sprint x completion, post sprint review		
Sprint x completion, post sprint review		

10.1 Charges from Attachment 5.1 (Charges) for any service-specific Services

In case the Project Services includes consumption of Service Variants defined in an Attachment 1 (Service Catalog) then such Service Variants will be listed with an appropriate Charge in the appropriate Attachment 5.1 (Charges). Please list such Charges in the table below.

Billing Unit ID	Service Variant Name	Anticipated Consumption Volume	Comments

10.2 Charges Summary

[Summarize the total charges under this POD.]

The Project Services will be delivered…

The Project Services will be delivered to a Fixed Price of xxx SEK, excluding VAT.

The Project Services will be delivered on Time and Material basis with a total estimate of xxx SEK, excluding VAT.

Time and Material means that the Supplier will adhere to the MSA regulation connected thereto including but not limited to the Billable Hour concept and the Estimate regulation.

10.3 Extraordinary Travel Expenses Estimate

Any extraordinary travel and living expenses (only complete for Time and Material resources).

10.4 Invoice Reference

Mark invoices with the Zeus code string:

[Account / Cost Centre / Project code / Reviewer name]

11 OTHER TERMS

11.1 Proprietary Material

[List Proprietary Materials, consents needed, estimated cost and provider of materials.]

11.2 Other Equipment, Hardware, Software or Third Party Services

[List Other Equipment, Software or Third Party Services needed. State consents required, estimated cost and provider of materials.]

11.3 Other Licences to be paid for by Zeus

[List and provide details of the Licenses - name, vendor, modules, number of licenses required etc. including cost and who is provider of materials.]

11.4 Processing of Personal Data

If the Project Services includes any processing of Personal Data by Supplier on behalf of Zeus, such processing shall comply with Schedule I to the Agreement and the instructions to Supplier and supplementary measures included in exhibit 1 and exhibit 2 to this Project Order Document.

12 DEFINITIONS AND ABBREVIATIONS

[For clarification to the POD: List all relevant definitions and abbreviations. Unless the context otherwise specifies or requires, the following terms and expressions shall have the following meanings when used in the Project Order Document. Terms and expressions defined in the Agreement shall have the same meaning in this POD unless otherwise defined below.]

Term	Definition

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****

In witness whereof the parties hereto, through their authorized representatives, have executed this Project Order Document on the day and the year written below.

[date]	[date]
ZEUS IT AB	**HCL Technologies AB**
Johanna Zander	[Name of Signatory]
Board Advisor	[Title]
Richard Andersson	[Name of Signatory]
Managing Director	[Title]

[Note that Exhibit 1-2 shall be used only if the SOW includes the processing of personal data.]

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Exhibit 1

Data processing instructions

Contact Details		
Contact persons with responsibility for data protection	**Data Controller**: [insert contact details to DPO of Zeus company] To contact persons with data protection responsibilities for other Data Controllers, please consult privacy policies on their respective websites. **Data Processor (contact person's name, position and contact details)**: [To be filled in]	
Purposes of Processing		
Specify all purposes for which the personal data will be processed by the Data Processor. ***NB!*** *There may be different purposes for different categories of data and/or data subjects.*	[e.g. To perform customer surveys in order for the Data Controller to follow up the development of customer satisfaction.]	
Categories of Personal Data		
Specify the different types of personal data that will be processed by the Data Processor ***NB!*** *The list is not exhaustive and you may need to add additional categories of data that are specific to your contract.*	☐ Name ☐ Surname ☐ Date of birth ☐ Address ☐ City ☐ Zip code ☐ Email address ☐ Telephone number ☐ Education ☐ Household information ☐ ZEUS Family no ☐ IMEI no (international mobile equipment identity)	**ZEUS SPECIAL CATEGORIES OF PERSONAL DATA** ☐ Personal identification no ☐ Payment card data ☐ Geo-location ☐ Transaction data ☐ Purchase history ☐ Tracking technologies showing where an individual has been browsing online outside the Zeus Group domain ☐ Children data ☐ Data relating to an individual's salary or wealth

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	☐ MAC address (Media access control) ☐ IP address ☐ Unique identifier ☐ Behavioral data collected on ZEUS.com ☐ Job applications/CV etc. ☐ Employment data (current employer, position, previous positions, data of employment etc.) ☐ Other, please specify [type other category / categories of data in this field]	☐ Data relating to an individual's performance at work **SPECIAL CATEGORIES OF DATA UNDER APPLICABLE DATA PROTECTION LEGISLATION** ☐ Genetic and biometrical data Information about the individual's: ☐ health (physical and mental) ☐ philosophical or religious beliefs ☐ political opinions ☐ sexual life ☐ race or ethnic origin ☐ trade union membership ☐ criminal convictions ☐ Data relating to a grievance or disciplinary procedure ☐ Other, please specify [type other category / categories of data in this field]
Data Subjects		
Specify the categories of data subjects whose personal data will be Processed by the Data Processor. ***NB!** The list is not exhaustive and you may need to add additional data subjects that are specific to your contract.*	☐ Customers ☐ Potential customers ☐ Subscribers (to e.g. newsletters) ☐ Co-workers (including trainees, student workers, stagiaires etc.) ☐ Consultants ☐ Candidates (i.e. persons applying for positions within the Data Controller) ☐ Contact persons (from third parties e.g. suppliers) ☐ Other (please specify below) [if you have checked the box "Other" please insert specification of other data subjects in this field.]	
Nature of Processing Activities		

Specify all processing activities to be conducted by the Data Processor	[Describe the scope of processing, (e.g. collection, storage, change of personal data, technical support, analysis and evaluation).]
Retention of Personal Data	
Describe the period for which the personal data will be retained by the Data Processor, or, if that is not possible, the criteria used to determine that period	
Location of the Processing Activities by the Data Processor	
Location of data processing by the Data Processor in the EU/EEA	[Specify all countries within the EU/EEA where Data Processor will host, store, analyze or otherwise process personal data.]
Location and frequency of data processing by the Data Processor outside the EU/EEA (if applicable) ***NB!*** *Include only locations where Data Processor's legal entity,* ***not sub-processors,*** *process personal data.*	*[Specify countries and cities/states outside the EU/EEA where Data Processor will host, store, analyze or otherwise process personal data]* [Describe if personal data will be transferred on a continuous basis e.g. if the data processor provides hosting services outside the EU/EEA, or if transfer is made on an ad-hoc basis, e.g. if data processor's support personnel processes personal data relating to incidents]. ☐ Personal data is transferred on a continuous basis ☐ Personal data is transferred on a one-off basis
Information about Sub-processors (if any)	

[Please add boxes for additional sub-processors]

Sub-processor #1

Name of the legal entity	Adress of the legal entity	Contact person (name, position, contact details)	Description of data processing (scope of engagement by the Data Processor)

[Please use one row per one location, and add more rows as needed]

Location of data processing	Data transfer mechanism (for data transfers outside the EU/EEA)	Frequency of transfer (for data transfers outside the EU/EEA)

[E.g., US]	☐ Adequacy ☐ SCCs ☐ BCRs ☐ Other (please specify below)	☐ Personal data is transferred on a continuous basis ☐ Personal data is transferred on a one-off basis

Sub-processor #2

Name of the legal entity	**Adress of the legal entity**	**Contact person (name, position, contact details)**	**Description of data processing (scope of engagement by the Data Processor)**

[Please use one row per one location, and add more rows as needed]

Location of data processing	**Data transfer mechanism (for data transfers outside the EU/EEA)**	**Frequency of transfer (for data transfers outside the EU/EEA)**
	☐ Adequacy ☐ SCCs ☐ BCRs ☐ Other (please specify below)	☐ Personal data is transferred on a continuous basis ☐ Personal data is transferred on a one-off basis

Exhibit 2

Supplementary measures

As per Clause 5.4 of the DPA, Data Processor acting as a data importer further undertakes to implement supplementary measures as specified below in *Section A. Technical Measures, Section B. Contractual Measures and Section C. Organizational measures.*

A. TECHNICAL MEASURES

Technical measures selected below via a tick-box shall apply to, and be implemented by the data importer for, the processing of personal data by the data importer.

[in the column on the right, select the measures that apply to the Agreement]

Measure	Specification of the measure	Applicable to the Agreement
Encryption without client key management (SM 1.1)	The data importer shall ensure that personal data is encrypted prior to the transfer to the third country. The data importer is responsible for providing a trusted certificate authority to manage encryption keys and certificates.	☐
Encryption with client key management (SM 1.2)	The data importer shall put in place appropriate measures to enable the data exporter to encrypt personal data prior to the transfer to the third country. The Data Controller shall be granted the right to retain sole and exclusive control over and to manage (generate, administer, store and revoke) encryption keys at their own discretion either directly or via a trusted third party nominated by the Data Controller.	☐
Anonymisation (SM 1.3)	The data importer shall put in place appropriate measures to enable the data exporter to anonymise personal data specified below prior to transfer to the third country: *[Specify personal data items/categories to be anonymised]*	☐
Pseudonymisation (SM 1.4)	As described in Clause 8. 6 (a) of the SCCs. The data importer shall put in place appropriate measures to enable the data exporter to pseudonymize personal data prior to transfer to the third country. In addition, any additional information for attributing the personal data to a specific data subject shall remain under the exclusive control of the Data Controller.	☐
Data storage localisation (SM 1.5)	The data importer shall ensure that personal data is stored in data centers located in the EEA or in a country covered by the European Commission's adequacy decision pursuant to Article 45 of the GDPR.	☐
Data processing	The data importer shall ensure that all data processing operations undertaken on behalf of the data exporter, including but not limited to data storage,	☐

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localisation (SM 1.6)	customer & service support, incident management are provided from within the EEA or in a country covered by the European Commission's adequacy decision pursuant to Article 45 of the GDPR.	

B. CONTRACTUAL MEASURES

All measures listed in Section B. Contractual Measures apply to all agreements and shall be implemented by the data importer.

Measure	Specification of the measure
No back door policy (SM 2.1)	The data importer shall not purposefully create back doors or similar programming or change its business processes in a manner that could be used to access the system and/or personal data. The data importer further certifies that the national law of government policy does not require the data importer to create or maintain back doors or to facilitate access to personal data and/or systems or for the data importer to be in possession or to hand over the encryption key.
Audit rights and supervision (SM 2.2)	In addition to what has been agreed in the DPA and Clauses 8.9 (c), (d), and (e) and 13 (b) of the SCCs, the scope of the audit must explicitly cover any processing by the sub-processors of the personal data transmitted in the third country. The data importer is under obligation to facilitate and reasonably support the audits of the sub-processors.
Warranty Canary (SM 2.6)	The data importer shall regularly make publicly available, a cryptographically signed message, where possible, informing the data exporter that, as of a certain date and time, it has received no order to disclose personal data.
Restrictions to access plain text personal data (SM 2.9)	Unless explicitly required for the due performance of the services defined in the Agreement, the data importer shall not access plain text data without express or implied agreement of the data exporter and/or the data subject for a specific access to data.
Access to data from headquarters (SM 2.14)	The data importer shall ensure that the personal data is not accessed by the entities belonging to the group of undertakings, including the main establishment, in a third country outside EEA, unless the entities within the group of undertakings are included in the list of sub-processors in the Exhibit 1.

C. ORGANIZATIONAL MEASURES

All measures listed in Section C. Organizational Measures are applicable to all agreements and shall be implemented by the data importer.

Measure	Specification of the measure
Internal policies, including training (SM 3.1)	The data importer shall document and adopt internal policies allocating responsibility for data transfers, reporting channels and procedures in case of public access requests. The data importer shall ensure that the policies are supported by the appropriate training programme for personnel executing the policies.
Documentation of requests for access	The data importer shall document requests for access from public authorities. The documentation maintained by the data importer shall include, at least, the

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from public authorities (SM 3.2)	information specified in Clause 15.1 (a) (i) of the SCCs and shall be provided to the data exporter upon request without undue delay.
Data minimisation (SM 3.4)	The data importer shall apply strict data minimisation measures to transfers by granting its personnel located in the third country, on need basis, only restricted, instead of full, access to personal data and transferring, whenever possible, only limited data sets, rather than whole databases.
Data Protection Officer (SM 3.5)	The data importer shall involve a Data Protection Officer or person with an equivalent role and expertise in EU data protection law, in the matters related to transfers of personal data, and, upon request provide the data exporter with contact details of this person.
Maintenance of ISMS and/or PIMS (SM 3.6)	The data importer shall establish, implement, maintain and continually improve an information security management system (ISMS), in accordance with the requirements of ISO 27001 and/or privacy management system (PIMS), in accordance with the requirements of ISO 27701 or any equivalent internal standards.

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PURCHASE ORDER NO [insert]

Master Services Agreement reference no [insert ref no]

DATE (DD-MM-YYYY)

ZEUS IT AB	**[SUPPLIER]**
Zeus contact person:	Supplier contact person
Email to Zeus contact person:	Email to supplier contact person:
Phone no to Zeus Contact person:	Phone no to Supplier contact person:

Invoice address:	Terms of payment: In accordance with the MSA
Delivery address:	Invoicing requirement:
Goods receiver:	Note(s) to supplier
Goods Marking requirements:	

THE PURCHASE ORDER NUMBER MUST BE SPECIFIED ON EACH INVOICE!

Order line no.	Service variant nr	Product	Order quantity	UOM	Unit price excl. VAT	Shipping date from vendor	Total amount excl. VAT

Cost Object	
Account:	
Cost Centre:	
GL Account	
TOTAL SUM:	

ALL PRICES EXCLUDING VAT

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The Purchase Order is placed under and subject to the Master Services Agreement between the parties (or between affiliates of the parties), which reference number is displayed above. The Master Services Agreement along with this Purchase Order together form the terms and conditions of the relevant purchase (the "Terms").

Fulfilment of any Purchase Order will be deemed acceptance of the Terms with respect to that Purchase Order.

No other terms or conditions in any acknowledgement or confirmation of order, quotation, specification, delivery note, invoice or similar document will apply to Zeus's purchase under these Terms.

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Attachment H.3
Form of Local Service Agreement

Master Services Agreement
Application and Technology Management

Agreement No.:	CW43668
First Party:	ZEUS IT
AB	
Second Party:	HCL Technologies Sweden AB
Classification:	Confidential
Date:	2023.06.01

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1 LOCAL SERVICES AGREEMENT 3

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LOCAL SERVICES AGREEMENT TEMPLATE

This document contains confidential and proprietary information of Zeus. Except with the express prior written permission of Zeus, this document and the information contained herein may not be published, disclosed or used for any other purpose.

1 LOCAL SERVICES AGREEMENT

This Local Services Agreement (the "LSA") has been made by and between:

(a) Supplier legal entity, a X private limited liability company , (the "Local Supplier Entity") with registered address at X, XXXX XXXX, Country,

Zeus Local legal entity, a XX private limited liability company,

(each a "party" and collectively the "parties").

which shall leverage the terms of the Agreement between:

ZEUS IT AB, BOX 803, 251 08 HELSINGBORG ("Zeus") and XX ("the Supplier") dated on or about Y the "MSA")

The parties have agreed as follows:

(b) Background

(1) Zeus and the Supplier are parties to a Master Services Agreement (the "MSA") under which the Supplier shall provide the Services (as defined in the MSA) to Zeus.

(2) The Local Supplier Entity will perform part of the Services, as defined below, and the parties have agreed to enter into this LSA in relation to such Services.

(3) The parties have agreed as follows.

(c) Definitions

(1) Unless otherwise explicitly stated in this LSA, the words and expressions defined in the MSA shall have the same meaning in this LSA.

(2) Scope of the work of the Local Supplier Entity shall be all services indicated with XX currency in Attachment XX and XX, or be construed as a reference to the Services described in the applicable Statement of Work, Project Order Document or Purchase Order to this LSA.

(d) Incorporation of the MSA

(1) In consideration of the mutual rights and obligations hereunder and under the LSA effected hereby, the parties hereto agree that the terms of the MSA, as amended by this LSA, shall be incorporated into an agreement between Zeus XX and the Local Supplier Entity.

(2) The parties to this LSA agree that in the MSA any reference to "the Services" shall be construed as a reference to the services indicated with XX currency in Attachment XX and XX, or be construed as a reference to the Services described

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in the applicable Statement of Work, Project Order Document or Purchase Order to this LSA.

(e) Duration

(1) This LSA will become effective on the Effective Date. Supplier will commence to assume its obligations to provide the Services on the Commencement Date, unless otherwise specified.

(f) Miscellaneous

(1) Invoices

The Local Supplier Entity shall invoice to Zeus. The invoicing currency will be in XX.

(signature page follows)

This LSA has been executed in four copies of which each party has taken one.

Date:

Place:

Zeus Legal entity.,	Supplier legal entity
by	By
_____	_____
Name:	Name:
Title:	Title:
_____	_____
Name:	Name:
Title:	Title:

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Exhibit J.1
Service Catalog

Master Services Agreement
Application and Technology Management

Agreement No.	CW43668
First Party:	ZEUS IT AB
Second Party:	HCL Technologies Sweden AB
Date:	2023.06.01

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1 INTRODUCTION

1.1 Overview

This Attachment J.1 (Service Catalog) specifies and configures the Services and their Variants to be provided and managed by Supplier. It lists all Services and Variants contained in the worksheet "Services".
Each Service is then described on its own worksheet, named after that Service.
Each Variant of a Service is described in one column on the Service's worksheet along the following top-level dimensions:

(a) Technology, with further details in Attachment J.2 (Technology);
(a) Service Delivery, with further details in Attachment J.3 (Service Delivery);
(c) Performance, with further details in Attachment J.4 (Performance); and
(d) Pricing, with further details in Attachment J.5 (Pricing).

1.2 Technology

The Technology section lists the attributes, features, or functionality of the technical solution provided and managed by the Supplier. In enterprise architecture terms, this section describes application and infrastructure services that can be used by Zeus or are required to deliver and manage those services. Where an attribute, feature, or functionality is not self-explanatory, that attribute, feature, or functionality is specified in more detail in Attachment J.2.1 (Technology Definitions) to Attachment

1.3 Service Delivery

The Service Delivery section primarily lists the Service Delivery Processes to be performed in providing and managing the Services and their Variants.
Unless a process is an industry-standard process defined in frameworks such as ITIL or COBIT without any Zeus-specific requirements, Attachment C.2 (Process Framework) to Schedule C (Service Delivery Framework) defines Supplier obligations to be observed in performing such processes.

1.4 Performance

The Performance section specifies which Service Level Class applies to each Variant and, where specific amendments are required, additional Service Levels or exceptions to Service Levels specified by the Service Level Class. Details on the Service Level class and the Service Levels that apply are specified in Attachment J.4.1 (Service Levels) to Attachment J.4 (Performance).

1.5 Pricing

The Pricing section specifies the parties' financial responsibilities, the charging mechanism used to price and invoice each Variant, and selected ordering details. Concrete charges are defined in Attachment J.5.1 (Charges) to Attachment J.5 (Pricing) Unless explicitly stated otherwise, Supplier is financially responsible for all service asse required to deliver the Services.

2 DEFINITIONS

The definition of the individual cell values (included, not included, etc.) can be found i "Definitions" worksheet.

1 INTRODUCTION

1.1 Overview

This Attachment J.1 (Service Catalog) specifies and configures the Services and their Variants to be provided and managed by Supplier. It lists all Services and Variants contained in the worksheet "Services".

3 SERVICE REQUESTS

All Service Requests are included in the ongoing (base) charge, with exception of those that are listed with a separate service request ID (column L) on the "Service Requests" worksheet and are also listed in Attachment J.5.1 (Charges).
Additionally, the "Service Requests" worksheet may contain service requests that are i included in the (base) charge (thus do not have a separate service request ID (column but that require performance measurements that differs from those defined by Attachment J.4.1 (Service Levels).

4 REQUIREMENTS

(a) Supplier will deliver all Services, all their Variants and all Service Requests listed on the worksheet called "Services" and "Service Requests".

(b) For each Service, Supplier will provide a technical and organisational solution that includes all attributes, features, and functionalities unless those are specified as "not Included" in all Variants of such Service.

(c) For each Variant, Supplier will perform all Service Delivery Processes classifie as included on all Technology features or functionalities that are specified as Included in this Attachment. The same applies to features or functionalities t specified as Optional, if those have effectively become Included when orderi instance of such Variant.

(d) For each Variant, Supplier will deliver instances of such Variant to the standa defined by the Service Level class specified for such Variant while taking into account defined amendments or exceptions.

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DEFINITION OF SERVICE ELEMENT VALUES

Parameter	Short Descriptions
n/a	The service element (functionality, asset, process etc.) is not relevant for this Service Variant
included	The service element (functionality, asset, process etc.) is in-scope for the defined Service Variant and priced by Supplier
not included	The service element (functionality, asset, process etc.) is relevant for this Service Variant but is not in scope for Supplier and has not been priced
optional	The service element (functionality, asset, process etc.) is relevant for the Service Variant but has been excluded from the pricing. The service element can be ordered and C separately, e.g. 2nd monitor for a workplace and will be incorporated into the scope of the service afterwards.
	Selection parameter for "Prerequisite Services" section only
required	The service element (functionality, asset, process etc.) must be ordered separately or be provided by Zeus
	Selection parameter for "Provisions" section only
Supplier	The service element (functionality, asset, process etc.) will provided by Supplier without separate charge to Zeus
Zeus	Zeus is commercially responsible for the service element (functionality, asset, process etc.)

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Service Catalog

Service Area	Service Group	Service Type	Service Variant	Variant Identifier	Short Description
Application Services				AS	
	Application Development & Maintenance Services			AS-AMS	
		ADM		AS-AMS-ADM	
			Product Engineering Team Small	AS-AMS-ADM-PES	Product Engineering team - Small (T-shirt size of 3-5)
			Product Engineering Team Medium	AS-AMS-ADM-PEM	Product Engineering team - Medium (t-shirt size of 6-8)
			Product Engineering Team Large	AS-AMS-ADM-PEL	Product Engineering team - Large (t-shirt size of 9-11)
			Product Development Team Small	AS-AMS-ADM-PDS	Product Development team - Small (T-shirt size of 3-5)
			Product Development Team Medium	AS-AMS-ADM-PDM	Product Development team - Medium (t-shirt size of 6-8)
			Product Development Team Large	AS-AMS-ADM-PDL	Product Development team - Large (t-shirt size of 9-11)
			Solution Leveraged	AS-AMS-ADM-SL	Software-as-a-Service
			Product Operations Ongoing Charge with amendments	AS-AMS-ADM-POP	Routine application operations and maintenance support

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Delivery Team Size

	Service Request	Description	affected Service Variant ID, if applicable	lead time	max. execution / resolution time	Service Request Category, if applicable	Charging Unit	Service Request ID
1	**Service Delivery**							
2	**RFQ - Service Requests**							
3	**Specific**							
4	Upgrade to New Release	Upgrade the currently implemented Release (N-1) of an Application to the latest Release (N) published by Supplier or Third Party vendor.	AS-AMS-ADM-POP				per Request	AS-AMS-ADM-SR1
4								
4								
4								
4								
4								
4								
4								
4								
4								

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Back to Service Portfolio

Servicename	ADM
Service ID	AS-AMS-ADM
Service Description	

Variant ID		AS-AMS-ADM-PES	AS-AMS-ADM-PEM	AS-AMS-ADM-PEL	AS-AMS-ADM-PDS	AS-AMS-ADM-PDM	AS-AMS-ADM-PDL	AS-AMS-ADM-SL	AS-AMS-ADM-POP
Variant Short Description		Product Engineering Team Small	Product Engineering Team Medium	Product Engineering Team Large	Product Development Team Small	Product Development Team Medium	Product Development Team Large	Solution Leveraged	Product Operations Ongoing Charge with amendments
Service Item	**Comment**	**Variant 1**	**Variant 2**	**Variant 3**	**Variant 4**	**Variant 5**	**Variant 6**	**Variant 7**	**Variant 8**
Technology									
F&O : Functionality and Service Objects									
Application									
ADM									
Service Object	In accordance with Exhibit 1.8 (Software Assets)	included	included	included	included	included	included	included	included
Application Related Job Scheduling									
Batch Work Flow	Support Customer's self-determined job schedule. Coordinate, monitor/manage production schedules as part of the overall production processes.	included	included	included	included	included	included	included	included
Application Quality Assurance									
SEI CMMi Level 3 compliance	Obtain & maintain certification for the term of the Agreement	included	included	included	not included	not included	not included	included	included
Develop & document quality assurance procedures	Set baselines for quality measurement	included	included	included	included	included	included	included	included
Perform quality assurance reviews	Support Customer reviews and incorporate "lessons learned" from previous activities, e.g. projects.	included	included	included	included	included	included	included	included
Database									
Relational Database	**These are examples of database and not an exhaustive list**								
Access	For the primary database technology relevant for each Application please refer to Exhibit 1.8 (Software Assets)	included	included	included	included	included	included	not included	included
AWS (Redis)	For the primary database technology relevant for each Application please refer to Exhibit 1.8 (Software Assets)	included	included	included	included	included	included	not included	included
MySQL	For the primary database technology relevant for each Application please refer to Exhibit 1.8 (Software Assets)	included	included	included	included	included	included	not included	included
Microsoft SQL Server	For the primary database technology relevant for each Application please refer to Exhibit 1.8 (Software Assets)	included	included	included	included	included	included	not included	included
NodeJS	For the primary database technology relevant for each Application please refer to Exhibit 1.8 (Software Assets)	included	included	included	included	included	included	not included	included
Oracle	For the primary database technology relevant for each Application please refer to Exhibit 1.8 (Software Assets)	included	included	included	included	included	included	not included	included
Oracle RAC	For the primary database technology relevant for each Application please refer to Exhibit 1.8 (Software Assets)	included	included	included	included	included	included	not included	included
SOA	For the primary database technology relevant for each Application please refer to Exhibit 1.8 (Software Assets)	included	included	included	included	included	included	not included	included
Postgres SQL	For the primary database technology relevant for each Application please refer to Exhibit 1.8 (Software Assets)	included	included	included	included	included	included	not included	included
Supported Software Releases	Please refer also to Attachment 2.2-2 (Service Objects)								
Current Releases	Release N	included	included	included	included	included	included	included	included
Older Releases	Release N-1 and N-2	included	included	included	included	included	included	included	included
Unsupported Releases	Using commercially reasonable efforts	included	included	included	included	included	included	included	included
General									
Customer ITSM System - Platform	Including e-bond between Zeus/Supplier ITSM instances	included	included	included	included	included	included	included	included
Provider ITSM System - End-to-End	Including e-bond between Zeus/Supplier ITSM instances	not included	not included	not included	not included	not included	not included	not included	not included
Use Software Development Tools (incl. Components)		included	included	included	included	included	included	included	included
Service Delivery									
SLP : Service Lifecycle Management Processes									
Integrate Services	**Support Customer in the role of Service Integrator**								
Integrate Service Catalog Management		included	included	included	not included	not included	not included	included	included
Integrate Service Design		included	included	included	included	included	included	included	included
Integrate Capacity Management		included	included	included	not included	not included	not included	included	included
Integrate Availability Management		included	included	included	not included	not included	not included	included	included
Integrate IT Service Continuity Management		included	included	included	included	included	included	included	included
Integrate Change Management		included	included	included	included	included	included	included	included
Integrate Release Management		included	included	included	included	included	included	included	included
Coordinate Test and Validation		included	included	included	included	included	included	included	included
Integrate Configuration Management		included	included	included	included	included	included	included	included
Integrate Service Request Fulfillment		included	included	included	not included	not included	not included	included	included
Integrate Access Management		included	included	included	not included	not included	not included	included	included
Integrate Incident Management		included	included	included	not included	not included	not included	included	included
Coordinate Major Incident Management		included	included	included	not included	not included	not included	included	included
Integrate Problem Management		included	included	included	included	included	included	included	included
Integrate Software Asset Management		included	included	included	included	included	included	included	included
Integrate Hardware Asset Management		not included	not included	not included	not included	not included	not included	not included	not included
Integrate Knowledge Management		included	included	included	included	included	included	included	included
Integrate Project Management		included	included	included	included	included	included	included	included
Integrate Service Reporting		included	included	included	included	included	included	included	included
Coordinate Experience and Satisfaction Management		included	included	included	included	included	included	included	included
Integrate Continual Improvement		included	included	included	included	included	included	included	included
Coordinate Decommissioning		included	included	included	not included	not included	not included	included	included
Application Planning & Analysis Services									
Analyze Application Portfolio	Including assessment of the portfolio objectives and current achievement	included	included	included	included	included	included	included	included
Identify/refine requirements	Including engagement with Application stakeholders	included	included	included	included	included	included	included	included
Support development of functional reqirements	As required	included	included	included	included	included	included	included	included
Perform technical analyses	For Application development or enhancements	included	included	included	included	included	included	included	included
Define high-level data requirements	For Application development or enhancements	included	included	included	included	included	included	included	not included
Align with infrastructure teams	To ensure timely availability of required infrastructure	included	included	included	included	included	included	included	included
Document functional & technical requirements	In accordance with Customer requirements, which may change over time	included	included	included	included	included	included	included	included
Support make-or-buy decisions	For new Application development or enhancements	included	included	included	included	included	included	included	included
Develop project plans	For new Application development or enhancements, including risk analyses, quality management, improved productivity and operation/support. For AM&S - plan for normal build<=>test<=>deploy cycle	included	included	included	included	included	included	included	included
Support Application ROI and cost/benefit justification		included	included	included	included	included	included	included	included
Design Services	**Please also refer to Attachment C.2 Chapter 10**								
Maintain Service Catalog		included	included	included	not included	not included	not included	included	included
Maintain Architecture Blueprint		included	included	included	included	included	included	included	included
Coordinate Service Design		included	included	included	included	included	included	included	not included
Capture and Evaluate Service Requirements		included	included	included	included	included	included	included	not included
Create Organizational Service Design		included	included	included	included	included	included	included	not included
Create Technical Solution Design		included	included	included	included	included	included	included	not included
Application Design UX	User interface	included	included	included	included	included	included	included	not included
Application Design Business Logic		included	included	included	included	included	included	included	not included
Create Application designs.	Including design alternatives proposals and technical designs	included	included	included	included	included	included	included	not included
Develop low-level design documents	Where required and upon Zeus request	not included	not included	not included	not included	not included	not included	included	not included
Provide make, build and reuse analyses.		included	included	included	included	included	included	included	not included
Acquire approval of Deliverables		included	included	included	included	included	included	included	not included
Build Services	**Please also refer to Attachment C.2 Chapter 11**								
Manage Change		included	included	included	included	included	included	included	included
Plan & execute preventive maintenance	Including application tuning, code restructuring, performance benchmarking, documentation of preventive maintenance activities	included	included	included	included	included	included	included	included
Plan Releases	Generally with 8 months of general availability of a New Release, or as directed by Customer	included	included	included	included	included	included	included	included
Build and Integrate Releases	Please refer also to worksheet "Service Requests"	included	included	included	included	included	included	included	included
Support integration of new applications or modifications	Incuding those from Provider, Customer or Third Parties. Update test procedures and resolve any compatibility issues.	included	included	included	included	included	included	included	included
Monitor resource priorities and resolve conflicts		included	included	included	included	included	included	included	included
Review Third-Party Software upgrades	Maintain currency of Third Party libraries	included	included	included	included	included	included	included	included
Monitor, track and report status		included	included	included	included	included	included	included	included
Acquire approval of Deliverables		included	included	included	included	included	included	included	included
Develop work and resource plans		included	included	included	included	included	included	included	included
Compile issues lists		included	included	included	included	included	included	included	included
Test and Validate Services	For Applications developed or modified by Supplier	included	included	included	included	included	included	included	included
Test data preparation		included	included	included	included	included	included	included	included
Develop detailed test schedules	In alignment with Zeus	included	included	included	included	included	included	included	included
Connectivity test coordination		included	included	included	included	included	included	included	included
Unit, functional, system testing	Validate compatibility with Zeus's production Environment	included	included	included	included	included	included	included	not included
Performance, cyber security and privacy, load, stress, integration, regression, compliance and usability testing	Validate compatibility with Zeus's production Environment	included	included	included	included	included	included	included	included
User Acceptance Testing	Including development of test scripts, Authorized User support and gaining Customer sign-off of test results.	included	included	included	included	included	included	included	included

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Back to Service Portfolio

Servicename	ADM
Service ID	AS-AMS-ADM
Service Description	

Variant ID		AS-AMS-ADM-PES	AS-AMS-ADM-PEM	AS-AMS-ADM-PEL	AS-AMS-ADM-PDS	AS-AMS-ADM-PDM	AS-AMS-ADM-PDL	AS-AMS-ADM-SL	AS-AMS-ADM-POP
Variant Short Description		Product Engineering Team Small	Product Engineering Team Medium	Product Engineering Team Large	Product Development Team Small	Product Development Team Medium	Product Development Team Large	Solution Leveraged	Product Operations Ongoing Charge with amendments
Service Item	**Comment**	**Variant 1**	**Variant 2**	**Variant 3**	**Variant 4**	**Variant 5**	**Variant 6**	**Variant 7**	**Variant 8**
Deploy Releases	Including planning, risk and impact analysis, data migration strategies & execution, readiness reviews, release notes/documentation, user orientation & communication support and post deployment analysis.	included	included	included	included	included	included	included	included
Support Early Release Life		included	included	included	included	included	included	included	included
Manage Configurations		included	included	included	included	included	included	included	included
Application Source Code Security	Including use of source code control software, development of source code control strategy and its execution, version handling and access control	included	included	included	included	included	included	included	included
Operate Services	**Please also refer to Attachment C.2 Chapter 12**								
Fulfill Service Requests		included	included	included	not included	not included	not included	included	included
Manage Access		included	included	included	not included	not included	not included	included	included
Manage Events		included	included	included	not included	not included	not included	included	included
Monitor Services		included	included	included	not included	not included	not included	included	included
Control Operations		included	included	included	not included	not included	not included	included	included
Manage Second Level Incidents		included	included	included	not included	not included	not included	included	included
Manage Problems		included	included	included	not included	not included	not included	included	included
Provide Level 1 Support									
Provide training	Provide training to Service Desk personnel who provide Level 1 Support before any new Application or functionality is installed into production.	included	included	included	included	included	included	included	included
Produce Knowledge articles	For known errors provide Service Desk with records for the KEDB	included	included	included	included	included	included	included	included
Maintain list of "on-call" staff for Level 2 and Level 3 support	In accordance with Service Support Level (SLx)	included	included	included	included	included	included	included	included
Provide Level 2 and Level 3 Support									
Provide Level 2 and Level 3 Support for all Applications.	Clearly defined for all Applications, with availability in accordance with Service Support Level	included	included	included	included	included	included	included	included
Deliver train-the-trainer training		included	included	included	included	included	included	included	not included
Provide and maintain systems and/or Authorized User documentation	For Supplier-developed, enhanced or maintained Applications.	included	included	included	included	included	included	included	included
As requested by Zeus, participate in triage team or meeting (swarming) to resolve major or business critical issues.		included	included	included	included	included	included	included	included
Provide points of contact	Clearly defined for all Applications, with availability in accordance with Service Support Level	included	included	included	included	included	included	included	included
Support Level 1 & 2 staff	Provide advice and status updates	included	included	included	included	included	included	included	included
Authorized User Support	Through direct interaction or Service Desk referrals	included	included	included	included	included	included	included	included
Produce Knowledge articles	For known errors provide Service Desk with records for the KEDB	included	included	included	included	included	included	included	included
Manage on Behalf of Customer	**Please also refer to Attachment C.2 Chapter 13**								
Manage Third-Party Vendors		included	included	included	included	included	included	included	included
Accept Third Party Deliverables	Define & use criteria to accept Third Party Deliverables into the Services	included	included	included	included	included	included	included	included
Provide Third Parties with requirements & guidelines	Including sharing source code, where required and upon Customer's written consent	included	included	included	included	included	included	included	included
Conduct Quality Reviews	To ensure compliance with Customer's standards & methodology.	included	included	included	included	included	included	included	included
Assist with testing of Third Party Deliverables	Including interface testing	included	included	included	included	included	included	included	included
Review & coordinate implementation of Third Party Deliverables		included	included	included	included	included	included	included	included
Manage Customer Software Assets		included	included	included	included	included	included	included	included
Manage Customer Hardware Assets		not included	not included	not included	not included	not included	not included	not included	not included
RLQ : Service Requests									
General									
Initial Installation		included	included	included	included	included	included	included	included
Adds, Changes	Patching and minor Releases	included	included	included	included	included	included	included	included
Uninstall		included	included	included	included	included	included	included	included
Major Software Release Installation	Please refer also to worksheet "Service Requests"	not included	not included	not included	not included	not included	not included	not included	not included
Other Service Related Service Requests	Please refer also to worksheet "Service Requests"	included	included	included	included	included	included	included	included
SDM : Service Delivery Sizing Parameters									
Delivery Team Size									
Range of FTEs	Initial team size that may change after calibration	3-5	6-8	9-11	3-5	6-8	9-11	n/a	n/a
SDM : Service Delivery Model									
Permitted Service Delivery Locations	Shoring mix proposed by the parties								
Onsite		included	included	included	included	included	included	included	included
Onshore		included	included	included	included	included	included	included	included
Nearshore, EU		included	included	included	included	included	included	included	included
Nearshore, Non-EU		included	included	included	included	included	included	included	included
Global		included	included	included	included	included	included	included	included
Shoring mixes	Offshore/Onsite/Nearshore	0/100/0 0/0/100 20/80/0 20/0/80 40/20/40 60/40/0 80/20/0 100/0/0	0/100/0 0/0/100 20/80/0 20/0/80 40/20/40 60/40/0 80/20/0 100/0/0	0/100/0 0/0/100 20/80/0 20/0/80 40/20/40 60/40/0 80/20/0 100/0/0	0/100/0 0/0/100 20/80/0 20/0/80 40/20/40 60/40/0 80/20/0 100/0/0	0/100/0 0/0/100 20/80/0 20/0/80 40/20/40 60/40/0 80/20/0 100/0/0	0/100/0 0/0/100 20/80/0 20/0/80 40/20/40 60/40/0 80/20/0 100/0/0		
Communication Channels									
Telephone		included	included	included	included	included	included	included	included
Central Call Number		included	included	included	included	included	included	included	included
Toll Free Number		included	included	included	included	included	included	included	included
Online Ticketing Tool	E.g. Zeus's ITSM tool	included	included	included	included	included	included	included	included
Email		included	included	included	included	included	included	included	included
End-User Contact point		included	included	included	included	included	included	included	included
Languages									
Documentation									
First Language		English	English	English	English	English	English	English	English
End-User Communication									
First Language		English	English	English	English	English	English	English	English
Second Language									
Service Management									
First Language		English	English	English	English	English	English	English	English
Performance									
GSP : General Service Parameters									
Service Level Class									
Service Level Class		SL1, SL2, SL3	SL1, SL2, SL3	SL1, SL2, SL3				SL1, SL2, SL3	SL1, SL2, SL3
Pricing									
PRV : Provisions									
Provide Supplier development facilities	For Supplier locations	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier
Provide Zeus development facilities	For Zeus locations	Zeus	Zeus	Zeus	Zeus	Zeus	Zeus	Zeus	Zeus
Software Assets									
Application Software Licenses		Zeus	Zeus	Zeus	Zeus	Zeus	Zeus	Supplier/Solution Provider	Zeus
Document Management System		Zeus	Zeus	Zeus	Zeus	Zeus	Zeus	Supplier/Solution Provider	Zeus
Service Knowledge Management System		Zeus	Zeus	Zeus	Zeus	Zeus	Zeus	Supplier/Solution Provider	Zeus
Development Tools		Zeus	Zeus	Zeus	Zeus	Zeus	Zeus	Supplier/Solution Provider	Zeus
End-user Software Licenses, e.g. Office 365		Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier
Hardware Assets									
Testing & Development facilities incl. operation		Zeus	Zeus	Zeus	Zeus	Zeus	Zeus	Zeus	Zeus
End-user Devices, e.g. Laptops, mobile phones		Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier
Connectivity									
WAN connections, Internet access etc.		Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier
PRA : Pricing Model		Variable	Variable	Variable	Variable	Variable	Variable	Fixed Price	Fixed Price
Billing Unit		Unit Price (per team/storypoint)	Unit Price (per team/storypoint)	Unit Price (per team/storypoint)	Unit Price (per team/storypoint)	Unit Price (per team/storypoint)	Unit Price (per team/storypoint)	Fixed Price (per application)	Fixed Price (per Application)
Accounting period		month	month	month	month	month	month	Month	Month
Billing ID		AS-AMS-ADM-PES	AS-AMS-ADM-PEM	AS-AMS-ADM-PEL	AS-AMS-ADM-PDS	AS-AMS-ADM-PDM	AS-AMS-ADM-PDL	AS-AMS-ADM-SL	AS-AMS-ADM-POP
Comments		Storypoints need to be calibrated per team	Storypoints need to be calibrated per team	Storypoints need to be calibrated per team	Storypoints need to be calibrated per team	Storypoints need to be calibrated per team	Storypoints need to be calibrated per team		

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Attachment J.2
Technology

Master Services Agreement
Application and Technology Management

Agreement No.:	CW43668
First Party:	ZEUS IT
AB	
Second Party:	HCL Technologies Sweden AB
Classification:	Confidential
Date:	2023.06.01

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ATTACHMENT J.2
TECHNOLOGY

1 INTRODUCTION

This Attachment J.2 (*Technology*) describes:

(a) Zeus's technical requirements for the Services to be delivered by Supplier and

(b) The Service Objects to be managed (e.g., applications).

2 CONSTRUCTION

The following document to this Attachment J.2 (*Technology*) are hereby incorporated and deemed part of this Attachment:

(a) Attachment J.2.1 (*Technology Definitions*) and

(b) Attachment J.2.2 (*Service Objects*).

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Attachment J.2.2
Service Objects

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1 GENERAL

(a) This Attachment J.2.2 (*Service Objects*)) specifies the relevant equipment, devices and other objects for which the services listed in Attachment J.1 (Service Catalog) are delivered by Supplier ("**Service Objects**").

(b) Supplier acknowledges that Service Objects may change over time. Thus, Zeus will inform Supplier about the current status of the Service Objects by granting Supplier access to relevant systems or reports containing this information.

2 APPLICATIONS

The following describes the Application methodologies, standards and architecture that are mandatory for delivery of the Services.

(a) This section should give Supplier an indication of the Applications and other object types which shall be supported and are in scope of the Services. Supplier will be granted access to the relevant tools and/or reports containing detailed information of the Service Objects as required.

(b) Zeus maintains and uses multiple development methodologies. Supplier shall have the option to continue use of these methodologies or to submit an alternative methodology for Zeus's review and approval.

2.1 Application Methodologies, Tools and Practices

Supplier's responsibilities will include:

(a) Document and refine Application development methodologies.

(b) Create methods, processes and procedures.

(c) Coordinate implementation of methods, processes and procedures.

(d) Utilize Zeus's source control tools and other Zeus cross-functional tools as agreed between the parties.

(e) Verify conformance to requirements and programming standards.

2.2 Application Standards

Supplier's responsibilities will include:

(a) Conform to Zeus's user interface, machine interface and programming standards (for example, GUI, EDI and IP) for all development, enhancement and maintenance activities. Based on its prior experience, Supplier may propose improvements to Application standards and if approved by Zeus, then Supplier may revise Application standards.

(b) Suggest modifications to Application standards, as appropriate, based on industry best practices and communicate these Application standards.

(c) Understand the impact of Application standards on Third Party agreements.

(d) Develop processes and procedures to meet Applications standards.

(e) Comply with Zeus's enterprise architecture.

(f) Document such additional standards as may be required to:

(1) achieve CMMi Level 3

(2) adhere to Zeus's security requirements as specified in the Agreement

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(3) adhere to other requirements as may be required to deliver the Services.

(g) Comply with Zeus Information Security Policy for Third Party vendor Application interfaces.

2.3 Application Architecture

Supplier's responsibilities will include:

(a) Develop and maintain, with Zeus's direction and approval, Applications architecture. Such architecture will be in accordance with the Long-Range IT Plan as described in Attachment C.2 (Process Framework).

(b) Participate in the development, distribution, communication, use and compliance with Zeus's architecture and design guidelines.

(c) Select and apply appropriate Application architecture design, with Zeus's prior approval.

(d) Certify and maintain audit compliance with design guidelines.

2.4 Software Currency and Release Levels

Supplier's responsibilities will include:

(a) In addition to the current release and as directed by Zeus, also support release N-1 release level, the N-2 release level and earlier versions of the Application Software for the longer of the following:

(1) The thirty-six (36) month period following general public availability of release N.

(2) The time the Third Party vendor ceases to support such version / release level

(b) Maintain a standard current level of Application Software on Zeus and the other eligible recipients' computing platforms, including:

(1) Following each new N release level issued by Supplier or a Third Party vendor, perform the following:

(A) In partnership with the Application Software manufacturer(s), build and maintain a schedule of anticipated releases of major and minor releases of System Software; and communicate these schedules to the Zeus Application Teams to build awareness and preparedness to perform the necessary testing and porting of Applications into the new standard environments.

3 SOURCING MODELS FOR APPLICATION DEVELOPMENT, OPERATIONS AND MAINTENANCE

Attachment J.1 (Service Catalog) includes several Service Variants that represent the future sourcing models to be used by Zeus to consume Application services.

(a) In each case Zeus will choose the desired sourcing model (or mix of various sourcing models) before issuing the Project Order Document or Purchase Order that describes the work package.

(b) Schedule E (Pricing Framework) includes mechanisms that allow Zeus to formally move an Application from one sourcing model to another over the lifecycle of the Application.

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3.1 Product Engineering

(a) A dedicated Supplier team is assigned for the duration of the Application lifecycle until the frequency of development backlog items and related deployments has decreased to less than a Sprint period of work.

(b) The Product Engineering team will perform both development and operations (routine operations and maintenance activities) from a singular backlog of work that is prioritized by Zeus.

(c) Operational tasks will flow automatically into the singular backlog from any other operational tools (Event Management, Incident Management, ITSM, etc.). Prioritization of these operational tasks may be set by either an automated process or by Zeus.

(d) Team sizes can be ordered in accordance with the level of throughput required by Zeus

(e) Team sizes may change over time as the need for the amount of work throughput changes in accordance with Schedule E (Pricing Framework).

(f) Calibration of the team throughput will be performed by establishing the Product Engineering team (using the initial team size designation), measuring the story points produced, by Sprint, across 4 Sprints, to determine the story point throughput averaged across the 4 Sprints.

3.1.1 Use Cases indicating selection of this sourcing model

Use of this sourcing model is indicated for the following scenarios:

(a) A new Application (technology product) being developed in an Agile, DevOps manner

(b) A production Application or Application portfolio that has a persistent level of agile development (new feature/function)

3.2 Product Development

(a) A dedicated Product Development Supplier team is assigned for the duration of the Application development lifecycle until the frequency of development backlog items and related deployments has been completed

(b) The Product Development team will perform only development of new feature/function from a development Backlog that is prioritized by an Zeus.

(c) Team sizes can be ordered in accordance with the level of development throughput required by Zeus

(d) Team sizes may change over time as the need for the amount of development throughput changes (and ordered in accordance with Schedule E (Pricing Framework))

(e) Deployments will be conducted in Release cadence coordinated with section 3.4 below.

(f) The resulting Results will be handed over to the Product Operations team for routine operations & maintenance.

3.2.1 Use Cases indicating selection of this sourcing model

Use of this sourcing model is indicated for the following scenarios:

(a) A new Application (technology product) being developed in an Agile manner before being released and turned over to operations

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(b) A production Application or Application portfolio that has a need for agile development (new feature/function)

(c) A Product Engineering Team that has a need to boost the level of agile development (new feature/function) used by the team for a period of time

3.3 Solution Leveraged

(a) A Supplier solution team is assigned to operate and maintain an application solution that fulfils a specific output or outcome need

(b) The team will perform configurations and operations for the solution

3.3.1 Use Cases indicating selection of this sourcing model

Use of this sourcing is indicated for the following scenarios:

(a) A software solution that is hosted and operated completely by Supplier

3.4 Product Operations

This sourcing model includes routine operations and maintenance activities.

3.4.1 Use Cases indicating selection of this sourcing model

Use of this sourcing is indicated for the following scenarios:

(a) For mature Applications that are likely to require few enhancements

(b) For Applications that are expected to be retired/replaced in the foreseeable future

3.5 Staff Augmentation

Supplier resources with the required skill set are ordered in accordance with Hourly Rates from Attachment J.5.1 (Charges).

3.5.1 Use Cases indicating selection of this sourcing model

Use of this sourcing is indicated for the following scenarios:

Where existing capacity is available, e.g. via another sourcing model but ordered capacity is insufficient.

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Attachment J.2.1
Technology Definitions

Master Services Agreement
Application and Technology Management

Agreement No.:	CW43668
First Party:	ZEUS IT
AB	
Second Party:	HCL Technologies Sweden AB
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ATTACHMENT J.2.1
TECHNOLOGY DEFINITIONS

Note to Suppliers: *This Attachment is currently not being used under this Schedule J, as there are no service specific technology definitions that are to be included over and above what is mentioned in Schedule A (Definitions).*

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Attachment J.3
Service Delivery

Master Services Agreement
Application and Technology Management

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First Party:	ZEUS IT
AB	
Second Party:	HCL Technologies Sweden AB
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ATTACHMENT J.3
SERVICE DELIVERY

1 INTRODUCTION

This Attachment J.3 (*Service Delivery*) sets out:

(a) in Attachment J.3.1 (*Processes*), to the extent required to deliver the in-scope Services:

(1) Service-specific delivery processes, in case the general service delivery processes set out in Attachment C.2 (*Process Framework*) do not cover all required process-related outcomes and such outcomes are best captured as part of a separate service delivery process; and

(2) amendments to general service delivery processes specified in Attachment C.2 (*Process Framework*), which can include:

(A) additional outcomes, constraints, or obligations not defined in Attachment C.2 (*Process Framework*);

(B) changes to outcomes, constraints, or obligations defined in Attachment C.2 (*Process Framework*); and

(C) the removal of outcomes, constraints, or obligations defined in Attachment C.2 (*Process Framework*), where such outcomes, constraints, or obligations do not apply to the Services in-scope.

(b) in Attachment J.3.2 (*Locations*), locations used by Supplier to deliver the Services specified in this SDC; and

(c) in Attachment J.3.3 (*Approved Subcontractors*), third-party suppliers subcontracted by Supplier for the purpose of delivering Services or parts thereof, for which Zeus has granted approval to Supplier;

(d) In Attachment J.3.4 (Service Management and Governance Manual Content), Supplier-specific operating model and Governance structure; the communication of the charter from Zeus to the Supplier, the organization that will be deployed by the parties; the Governance team roles and responsibilities of both parties; the service management and Governance Processes used by both parties to manage the Services; and the Governance meetings (including type, content and frequency) to maintain a healthy and productive working relationship.

2 CONSTRUCTION

The following documents to this Attachment J.3 (*Service Delivery*) are hereby incorporated and deemed part of this Attachment:

(a) Attachment J.3.1 (*Processes*);

(b) Attachment J.3.2 (*Locations*);

(c) Attachment J.3.3 (*Approved Subcontractors*);

(d) Attachment J.3.4 (Service Management and Governance Manual Content).

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Attachment J.3.1
Processes

Master Services Agreement
Application and Technology Management

Agreement No.:	CW43668
First Party:	ZEUS IT
AB	
Second Party:	HCL Technologies Sweden AB
Classification:	Confidential
Date:	2023.06.01

KIF No: 384714

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ATTACHMENT J.3.1
PROCESSES

Note to Suppliers: *This Attachment is currently not being used under Schedule J, as there are no service specific processes that are to be included over and above what is mentioned in Attachment C.2 (Process Framework).*

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Attachment J.3.2
Locations

Master Services Agreement
Application and Technology Management

Agreement No.	CW43668
First Party:	ZEUS IT AB
Second Party:	HCL Technologies Sweden AB
Date:	2023.06.01

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INSTRUCTIONS

Supplier is asked to provide input in the Supplier Locations tab, listing all relevant Supplier service delivery locations and indicating the Services provided from such locations. Supplier must not change the data provided on the Zeus Locations tab.

Supplier is also asked to update the Second Party, Date, Revision and Author fields on the Title Page tab. Further, Supplier must update the Document History to reflect the changes made in this document.

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Attachment J.3.3
Approved Subcontractors

Master Services Agreement
Application and Technology Management

Agreement No.:	CW43668
First Party:	ZEUS IT
AB	
Second Party:	HCL Technologies Sweden AB
Classification:	Confidential
Date:	2023.06.01

KIF No: 384714

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ATTACHMENT J.3.3
APPROVED SUBCONTRACTORS

1 INTRODUCTION

This Attachment lists any part of the Running Services that Supplier may subcontract directly or indirectly to a Subcontractor

2 APPROVED SUBCONTRACTORS

[Note: Insert approved Subcontractors as per the date of signing of the Agreement. For any later updates, the Supplier shall maintain the list of approved Subcontractors in the Service Management and Governance Manual.]

Subcontractor	Contract Partner	Subcontracted Service
[Company's Name] [Address] [Postal Code] [City] [Country]	[Supplier or Subcontractor]	[Description of subcontracted Service]
[Company's Name] [Address] [Postal Code] [City] [Country]	[Supplier or Subcontractor]	[Description of subcontracted Service]
[Company's Name] [Address] [Postal Code] [City] [Country]	[Supplier or Subcontractor]	[Description of subcontracted Service]

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Attachment J.3.4
Service Management and Governance Manual Content

Master Services Agreement
Application and Technology Management

Agreement No.:	CW43668
First Party:	ZEUS IT AB
Second Party:	HCL Technologies Sweden AB
Classification:	Confidential
Date:	2023.06.01

KIF No: 384714

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1	SERVICE MANAGEMENT & GOVERNANCE MANUAL
1.1	**Content and Corresponding Due Dates**
Supplier's responsibilities include:	
Develop, with the assistance and approval of Zeus, the plan for updating the content of the existing Service Management & Governance Manual and as indicated in this Attachment J.3.4 (Service Management and Governance Manual).	

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2	GOVERNANCE PROCESSES
2.1	Contract Management.
2.1.1	Contract Compliance (a) The process to manage contract deliverables and administrative requirements, including creation of the deliverables and obligations tracker; review of contract-sensitive aspects of proposed new work; negotiation activities; management of contract-required approvals, authorizations, consents and notices; and management of correspondence. (b) The content should include the responsibilities and process for both the Zeus staff and the Supplier. At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.
2.1.2	Contract Change and Revision Management (a) The process to amend, change, delete or add terms in the Service specific Schedule and to maintain the integrity thereof through managing the changes as controlled revision items. Zeus will be responsible for the drafting and/or approval of Supplier drafts of all changes to the Service specific Schedule. This procedure must be followed regardless of whether the change is initiated by Zeus or Supplier. The Contract Change Procedure ensures that all changes initiated over the Term are effectively managed and controlled. (b) This process may include an assumption that the Zeus contract documents and changes/amendments are electronic documents, which are identified by an intelligent naming and versioning system as described in this document. (c) Content should include procedures to classify services as a New Service, as well as the resulting process to change the Service specific Schedule (including pricing), notification period and process, authority levels and escalation procedures for changes to the Service specific Schedule. (d) The content should include the responsibilities and process for both the Zeus staff and the Supplier. At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.
2.1.3	Contract Interpretation (a) The process to interpret contract language, using a structured approach to ensure that all parties understand and accept the interpretation. This process may result in contract changes or simply in a clarification, which is maintained where both parties may review it at any time. (b) The content should include the responsibilities and process for both the Zeus staff and the Supplier. At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.

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2.1.4	Governance Issue Management and Dispute Resolution (a) Process to maintain and track status of all contract issues from initiation through resolution with proper documentation to the Governance Library. This process may include narrow contract issues or may include invoice issues, escalated performance issues related to the Services and other issues that may arise in the relationship. The contract issue processes includes identification, recording, analysis, use of Governance committees, escalation and resolution of contract issues prior to dispute resolution. Most issues will be resolved in this process, though it is the precursor to dispute resolution. (b) The dispute resolution processes carry forward contract issues with the intent to resolve contract disputes using the terms in the Master Services Agreement between the Supplier and Zeus. Dispute resolution includes: documentation, notifications, tracking status and the path to formal dispute resolution. This process should exactly match the process identified in the Agreement. (c) The content should include the responsibilities and process for both the Zeus staff and the Supplier. At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.
2.1.5	Supplier Audit (a) Process for initiating, managing and summarizing audits of the Supplier to include, but not be limited to the following: initiating, managing and summarizing financial audits of the Supplier charges, safety compliance; services audit, billing and expenses, record retention audit, software licenses, facilities, inventory, security, IT Service Continuity Management (planning, testing, readiness), technology refresh, Supplier's conformance to Zeus's standards, Supplier's productivity and quality attainment, project plan management and compliance with applicable regulatory and Zeus audit requirements. (b) The content should include the responsibilities and process for both the Zeus staff and the Supplier. At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.
2.1.6	Governance Library (a) Process of creating and maintaining a library of all documentation relating to the Agreement, such as the Zeus Service Management & Governance Manual, contract documents, amendments and key non-contract library documents, such as contract issue management documentation; records retention policies and processes; dispute resolution records; contract change archives; agenda, reports and minutes of Governance meetings; and all Supplier correspondence. The Governance Library may be both physical and digital. In many cases, there are regulatory requirements for the retention of records that will govern the content of the library. (b) The content should include the responsibilities and process for both the Zeus staff and the Supplier. At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.

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2.1.7	Benchmarking	
	(a)	The process to conduct Benchmarking exercises, including determination and agreement of the benchmark firm, the sample peer group and process used for benchmark, the payment for benchmark, the review of results and the potential outcome.
	(b)	The content should include the responsibilities and process for both the Zeus staff and the Supplier. At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.
2.2	**Financial Management**	
2.2.1	**Invoice Management**	
	(a)	The Supplier should describe their internal procedures for invoicing.
	(b)	The content should include procedures for and examples of calculating and invoicing of projects.
	(c)	The content should include procedures regarding disputed invoice amounts.
	(d)	On Zeus side, this includes the processes to receive, review and approve all invoices rendered by the Supplier. Invoices may include the following: monthly Base Charge, monthly Pass-Through Expenses, monthly project expenses, out of pocket expenses, invoices due on meeting Critical Deliverables, transition and Termination Charges and so forth.
	(e)	The process also covers the process for handling disputed invoices, the definition/update of invoice requirements and the process to resolve billing errors and the management of billing queries.
	(f)	The content should include the responsibilities and process for both the Zeus staff and the Supplier. At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.

2.2.2	Financial Analysis and Planning (a) The Supplier should describe how it would assist Zeus with the annual budgeting cycle. Processes should include estimation of Resource Unit volumes (by Application Bundle and Business Unit as appropriate), potential projects, review cycle, procedures for forecasting cost versus budget and so forth. (b) On Zeus side, this includes the process for establishing budget and forecasts, based on analyzing consumption and trends. Process involves day one financial start-up processes; annual budget development that includes projected trends, extraordinary events and transformation projects; variance reporting of budget vs. actual expenses and volume projections for forecasting future costs; periodic re-forecasting; and ad hoc financial analysis. The process includes determining how to maximize value to the company through early detection and recognition of financial anomalies and inefficiencies. (c) The content should include the responsibilities of Supplier, the Zeus Governance staff and the Zeus Business Units. At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.
2.2.3	Contract Pricing Adjustments (a) Process used by both parties to determine effects on pricing in the Agreement, including adjustment factor determination, pricing of New Services, Agreement-specific pricing adjustments, any volume true-ups and related financial and pricing activities. (b) The content should include the responsibilities and process for both the Zeus staff and the Supplier. At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.
2.2.4	Value Assurance (a) Process of assuring that the value proposition of the Agreement is achieved through identification of the contractual indicators of achievement of value (milestones, events, transformation implementation and so forth) and the tracking of achievement of the indicators over time. This is both event-driven and periodic and should take place typically quarterly but minimally at least once a year. (b) The content should include the responsibilities and process for both the Zeus staff and the Supplier. At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.
2.2.5	Chargeback (a) Process to identify how the components in the Agreement, both variable and fixed, will be charged back to the Business stakeholders. This involves determination of chargeback metrics, receipt of Supplier data and the management of chargeback System or component of general ledger System for this purpose. (b) The content should include the responsibilities and process for both the Zeus staff and the Supplier. At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.

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2.3	**Performance Management**
2.3.1	Performance Analysis (a) The process to analyze, review, record and report on the Supplier's performance of and compliance with Services identified in the MSA, Schedule D (Performance Framework) or other Schedules and Attachments includes the collection and analysis of service delivery metrics to support service delivery management and to report to the Governance meetings. This process also includes consideration of changes to the scope of Services. (b) The Supplier should describe procedures for calculating Service Level Credits on invoices and Earnback calculations. (c) On Zeus side, the process to review and approve the monthly Service Level Credits, Earnbacks and critical milestones, based on input from the service delivery team and to perform the periodic true-ups at the appropriate times. (d) The content should include the responsibilities and process for both the Zeus staff and the Supplier. At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented. (e) The content should include the responsibilities and process for both the Zeus staff and the Supplier. At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.
2.3.2	Service Requests and Authorization (a) Request Fulfilment process for Service Requests (including requests for the Resource Units set out in Schedule E (Pricing Framework), Service Requests contemplated by Attachment J.1 (Service Catalog), requests for project work contemplated by Attachment C.3 (Project Framework), as well as the request for New Services. This shall cover the work authorization procedures for in-scope Services and New Services, including responsibilities and procedures for the originator of Service Requests, as well as the overall review and authorization processes. (b) Process includes: (c) Receive Service Requests (d) Prioritize (e) Receive rough order of magnitude quote (ROM) (f) Zeus review and approval (g) Evaluate requirement for New Service (h) Final bid on work and Zeus review and approval (i) Manage work (j) Change Service Request (k) Service Request acceptance and closeout (l) Service Request / Project termination

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2.3.3 Security Management Process to assess security compliance areas and then to monitor and approve compliance of the Supplier to Zeus's Security Policies. This includes identification of security affected areas in the Agreement: engagement in the procurement, project development and approval cycle, new scope of work and project approval process, exception evaluation and approval and periodic structured monitoring through audits for compliance to standards. Security policy and standards will be periodically reviewed and updated throughout the use of this process.
2.3.4 Architecture and Standards Management (a) This process is for the development, approval, exception and monitoring for compliance of the Supplier and Zeus organizations to Zeus's technical and/or business process standards. Architectural and process standards will be periodically reviewed and updated throughout the use of this process. (b) The content should include the responsibilities and process for both the Zeus staff and the Supplier. At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.
2.3.5 Risk Management (a) Process to identify the operational and Business risk management approach for the sourced services; to assess responsibility for managing the identified risk; and to ensure that both the Supplier and Zeus perform their responsibilities with regard to risk management for the sourced services. Process includes identification of contractual risk responsibilities, identification of risks associated with the sourced services, development of mitigation required, mitigation planning and regular monitoring and reporting to Governance. (b) The content should include the responsibilities and process for both the Zeus staff and the Supplier. At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.
2.4 Relationship Management
Performance Governance (a) Process that designs the meetings of the Governance Committees that are defined in Attachment C.1 (Governance Framework), including the Strategic Meeting group, the Tactical Meeting group, the Operational Meeting group and the Transition Steering Committee (which should be the same as the standing committees), as well as any other Agreement-specific committees. Includes meeting members, frequency, standing agenda, expected reporting, agenda and minutes templates and related structural detail. Includes the master calendar on which to identify all standing meetings and other Agreement events. (b) The content should include the responsibilities and process for both the Zeus staff and the Supplier. At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.

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2.4.2	Relationship Governance	
	(a)	Process that designs the meetings of the Relationship team (Account Executives, Contract Managers on both sides) that are defined in Attachment C.1 (Governance Framework), as well as any other Agreement-specific committees. Includes meeting members, frequency, standing agenda, expected reporting, agenda and minutes templates and related structural detail.
	(b)	The content should include the responsibilities and process for both the Zeus staff and the Supplier. At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.
2.4.3	Standards and Technology Governance	
	(a)	Process that designs the meetings of the Technical Steering Committee, which is defined in Attachment C.1 (Governance Framework), as well as any other Agreement-specific committees. Includes meeting members, frequency, standing agenda, expected reporting, agenda and minutes templates and related structural detail.
	(b)	The content should include the responsibilities and process for both the Zeus staff and the Supplier. At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.
2.4.4	Supplier Integration Management	
	(a)	Process to ensure that all Suppliers in the relationship work effectively together. This may touch on process integration, touch points, handoffs, service level design, and development of end-to-end service levels, multi-supplier problem solving, systems integration and so forth.
	(b)	The Supplier should also describe the method it uses to determine important operating level arrangements with Third parties in order to deliver the Services to Zeus, including the approach to developing compliant processes and results.
	(c)	The content should include the responsibilities and process for both the Zeus staff and the Supplier. At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.
2.4.5	Regulatory and Tax Compliance	
	(a)	Process to understand the division of responsibilities in the Agreement for regulatory and tax compliance and to determine the requirements for regulatory compliance and taxes on an ongoing basis, including reporting, monitoring compliance, understanding risks and updating requirements on a periodic basis.
	(b)	The content should include the responsibilities and process for both the Zeus staff and the Supplier. At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.

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2.4.6	Forecast and Demand Management Process (a) Process for forecasting and Demand Management of the Services based on Zeus's customer and stakeholder plans. This includes analyzing consumption and developing recommendations for changes to baseline volumes, pricing and consumption. This process should tie to Zeus financial forecasting and/or re-forecasting cycle as part of budgeting. (b) The content should include the responsibilities and process for both the Zeus staff and the Supplier. At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.
2.4.7	Workplace Services (a) Process for the Supplier to follow for on-site staff, including requesting and securing office space; identification of Supplier-authorized representatives; Zeus roles that will be involved; Supplier subcontractors and Third parties (including required background checks); picture ID/badges; requesting workstations, phones, network and application IDs, (access requests), site specific orientations; safety policies and so forth. Also addressed are on boarding and off boarding procedures and the financial aspects of new Supplier space requirements and space that is no longer needed. (b) The content should include the responsibilities and process for both the Zeus staff and the Supplier. At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.
2.4.8	Customer Satisfaction Survey Management (a) Process to ensure that the execution plan for the customer satisfaction surveys complies with the requirements identified in the Agreement. Includes survey instrument development, approval, execution approach design and approval, reporting of results and action planning. (b) The content should include the responsibilities and process for both the Zeus staff and the Supplier. At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.
2.4.9	Project Spend Pool Management (a) Process to control contractually mandated pools of resources units available for use at Zeus's discretion. Pools can take many forms, but all are essentially units of work that can be used for a defined purpose and for which the costs are covered in the base charges. Most pools are either full-time employee (FTE) or cost denominated and draw-down of the resource is governed by a set of rules documented in the Agreement. The process includes the authorization of resource use, monitoring usage, forecasting future requirements and maintenance of appropriate records. (b) The content should include the responsibilities and process for both the Zeus staff and the Supplier. At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.

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3	SERVICE OPERATIONS PROCESSES
3.1	**Processes and Functions**
3.1.1	Service Level Management Process The Supplier will describe its approach to meeting the Service Level Management Process obligations set out in Attachment C.2 (Process Framework) and Schedule D (Performance Framework). At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.
3.1.2	Capacity Management Process The Supplier will describe its approach to meeting the Capacity Management Process obligations set out in Attachment C.2 (Process Framework). At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.
3.1.3	Availability Management Process The Supplier will describe its approach to meeting the Availability Management Process obligations set out in Attachment C.2 (Process Framework). At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.
3.1.4	IT Service Continuity Management Process The Supplier will describe its approach to meeting the IT Service Continuity Management Process obligations set out in Attachment C.2 (Process Framework). At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.
3.1.5	Information Security Management Process The Supplier will describe its approach to meeting the Information Security Management Process obligations set out in Attachment C.2 (Process Framework). At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.
3.1.6	Release and Deployment Management Process The Supplier will describe its approach to meeting the Release and Deployment Management Process obligations set out in Attachment C.2 (Process Framework). At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.
3.1.7	Transition Planning and Support Process The Supplier will describe its approach to meeting the Transition Planning and Support Process obligations set out in Attachment C.2 (Process Framework). At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented. For clarity, this is not the Transition Plan developed by the Supplier to transfer the Services.

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3.1.8 Service Validation and Testing Process The Supplier will describe its approach to meeting the Service Validation and Testing Process obligations set out in Attachment C.2 (Process Framework). At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.
3.1.9 Change Management Process The Supplier will describe its approach to meeting the Change Management Process obligations set out in Attachment C.2 (Process Framework). At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.
3.1.10 Service Asset and Configuration Management Process The Supplier will describe its approach to meeting the Service Asset and Configuration Management Process obligations set out in Attachment C.2 (Process Framework). At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.
3.1.11 Knowledge Management Process The Supplier will describe its approach to meeting the Knowledge Management Process obligations set out in Attachment C.2 (Process Framework). At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.
3.1.12 Event Management Process The Supplier will describe its approach to meeting the Event Management Process obligations set out in Attachment C.2 (Process Framework). At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.
3.1.13 Incident Management Process The Supplier will describe its approach to meeting the Incident Management Process obligations set out in Attachment C.2 (Process Framework). At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.
3.1.14 Problem Management Process The Supplier will describe its approach to meeting the Problem Management Process obligations set out in Attachment C.2 (Process Framework). At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.
3.1.15 Request Fulfilment Process The Supplier will describe its approach to meeting the Request Fulfilment Process obligations set out in Attachment C.2 (Process Framework). At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.

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3.1.16 Access Management Process

The Supplier will describe its approach to meeting the Access Management Process obligations set out in Attachment C.2 (Process Framework). At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.

3.1.17 Application Management Function

The Supplier should describe the Service Operations Processes for Application Management set out in Attachment C.2 (Process Framework). These include the activities that the Supplier proposes to undertake in order to provide the Services, including those directions, supervision, monitoring, staffing, reporting, planning and oversight activities normally undertaken by the Supplier. These should be consistent with those Supplier activities used to provide similar Services. At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.

3.1.18 Continual Service Improvement

The Supplier will describe its approach to meeting the Continual Service Improvement Lifecycle phase obligations set out in Attachment C.2 (Process Framework). At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.

4 OTHER REQUIRED PROCESSES

4.1.1 Key Supplier Personnel and Subcontractors

(a) Supplier should describe procedures for Zeus approval regarding replacement or removal of Key Supplier Personnel and major subcontractors to the Supplier.

(b) This should include the internal administrative approach regarding how the Supplier will bring forward replacements for key personnel.

(c) This should also include the hiring processes, performance evaluation approach, strategy for rotation of Supplier personnel, availability of Supplier personnel during emergency situations and procedures for managing overtime or other extraordinary working situations.

4.1.2 Key Contacts – Third parties

The Supplier should describe the procedure for maintaining the list of key Third parties (maintenance providers, software providers, telecom carriers and so forth).

4.1.3 List of Approved Subcontractors

The Supplier shall maintain a list of Subcontractors in the Service Management and Governance Manual and present to Zeus for approval. Supplier shall update this list at least once every quarter for Zeus approval.

4.1.4 Maintenance of Third Party Contracts

Supplier shall describe its approach to maintaining Third Party Contracts during the Term.

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4.1.5 Project Management Procedures (a) The Supplier should describe in detail the methodology and procedures it will use to manage and report on projects and how this Project Management Procedure will be used in conjunction with the Governance Meetings defined in Attachment C.1 (Governance Framework). (b) At a minimum, touch points for the process, procedure and data between Zeus and the Supplier must be clearly documented.
4.1.6 Ways of working for agreed delivery models - Product Engineering, Product Development, Product Operations, Solution Leveraged The Supplier should describe the ways of working for each of the agreed delivery models including description of the process, Zeus and Supplier roles, inputs and outputs, deliverable templates and customer obligations.
4.1.7 Third Party Vendors (a) Supplier should describe procedures for the relationship regarding Third Party Vendors that may provide services, Equipment, and/or Software ancillary to (or in support of) the overall delivery of Services. (b) Procedures and coordination with key Third Party Vendors should be documented.
4.1.8 Maintenance of All Procedures to Reflect Current Working Processes The Supplier should describe procedures for maintaining all procedures current and for making changes to the approach to service delivery procedures and having those changes approved by Zeus.

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Attachment J.4
Performance

Master Services Agreement
Application and Technology Management

Agreement No.:	CW43668
First Party:	ZEUS IT
AB	
Second Party:	HCL Technologies Sweden AB
Classification:	Confidential
Date:	2023.06.01

KIF No: 384714

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ATTACHMENT J.4
PERFORMANCE

1 INTRODUCTION

This Attachment J.4 (*Performance*) describes the Service Levels, Critical Deliverables and Reports relevant for the management of the Running Services.

2 CONSTRUCTION

The following documents to this Attachment J.4 (*Performance*) are hereby incorporated and deemed part of this Exhibit:

(a) Attachment J.4.1 (*Service Levels*);

(b) Attachment J.4.2 (*Critical Deliverables*); and

(c) Attachment J.4.3 (*Reports*).

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Attachment J.4.1
Service Levels

Master Services Agreement
Application and Technology Management

Agreement No.	CW43668
First Party:	ZEUS IT
AB	
Second Party:	HCL Technologies Sweden AB
Date:	2023.06.01

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SL-1	Resolution of Critical Priority Level Incidents per Domain (MTRS)
Reference	SL-1
Name	Resolution of Critical Priority Level Incidents per Domain (MTRS)
Description	Measure of compliance with expected speed of resolution of Incidents assigned to Supplier.
Specification Limit 1	One (1) Service Hour
Specification Limit 2	Two (2) Service Hours
Algorithm	Ratio of Critical Priority Level Incidents that are resolved within Specification Limit 1 divided by the total number of Critical Priority Level Incidents assigned to Supplier during the Measurement Period expressed as a percentage to two (2) decimal places. In addition, a single Critical Priority Level Incident that was not resolved within Specification Limit 2 will be treated as a Service Level Default.
Measurement Tool	Zeus ITSM Tool (ServiceNow)
Measurement Method	Start time is when the Incident is assigned to Supplier by the IT Service Desk and end time is the timestamp when the Incident is resolved and set to resolved status by Supplier.
Exclusions	Incidents assigned to Supplier at the end of the Measurement Period, such that a resolution is impossible within the Specification Limit and Measurement Period.
Inclusions	All Incidents with Priority Level Critical assigned to Supplier during the Measurement Period. Resolution is defined as the provision of a solution to an Incident, either as a permanent repair or a temporary/work-around with a permanent repair made available at a later date.

SL-2	Resolution of Urgent Priority Level Incidents per Domain (MTRS)
Reference	SL-2
Name	Resolution of Urgent Priority Level Incidents per Domain (MTRS)
Description	Measure of compliance with expected speed of resolution of Incidents assigned to the Supplier (resolution time expectations will be defined by Priority Level)
Specification Limit 1	Two (2) Service Hours
Specification Limit 2	Five (5) Service Hours
Algorithm	Ratio of Urgent Priority Level Incidents that are resolved within Specification Limit 1 divided by the total number of Urgent Priority Level Incidents assigned to Supplier during the Measurement Period expressed as a percentage to two (2) decimal places. In addition, a single Urgent Priority Level Incident that was not resolved within Specification Limit 2 will be treated as a Service Level Default.
Measurement Tool	Zeus ITSM Tool (ServiceNow)
Measurement Method	Start time is when the Incident is assigned to Supplier by the IT Service Desk and end time is the timestamp when the Incident is resolved and set to resolved status by Supplier.
Reporting Tools	
Exclusions	
Inclusions	All Incidents with Priority Urgent assigned to Supplier during the Measurement Period.

SL-3	Application availability for SL1 Applications per Domain
Reference	SL-3
Name	Application availability for SL1 Applications per Domain
Description	This is a measure of Application availability based on Outages caused by Application issues as identified in Incidents.
Specification Limit	Two (2) hours
Algorithm	Actual uptime will be calculated per Domain as Scheduled Uptime minus unscheduled Application downtime. Availability for an individual Application will be calculated by actual uptime divided by Application Scheduled Uptime. In addition, a single SL1 Application that was unavailable for longer than the Specification Limit will be treated as a Service Level Default.
Measurement Tool	Zeus ITSM Tool (ServiceNow) / Splunk Toolsets / HD tool (for planned outages)
Measurement Method	The duration of an Application Outage is calculated as the difference in the end time of an Application Outage and the start time of an Application Outage as recorded in the Zeus NowIT (ServiceNow) system. Start time is when the Incident is assigned to Supplier by the IT Service Desk and end time is the timestamp when the Incident is set to resolved status by Supplier.
Reporting Tools	
Exclusions	
Inclusions	Outages for Applications with a Service Support Level of SL1

SL-4	Test Coverage Ratio per Domain
Reference	SL-4
Name	Test Coverage Ratio per Domain
Description	Measure of the coverage of testing executed for an Application (this measure is for Project Services)
Specification Limit	[Limit]
Algorithm	Calculated as the total number of successful test cases tested during the system, integration or regression testing, divided by the total number of test cases planned. Before the start of the testing, Supplier shall verify that test cases cover the entire functional and non-functional requirements. Supplier shall track test cases executed, and use this data to report the coverage ratio. This will be measured for every Project Service and any enhancement Release.
Measurement Tool	Zephyr

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Reporting Tools	
Exclusions	
Inclusions	Every Project Service and Enhancement Release

SL-5 Incidents Responded on time per Domain

Reference	SL-5
Name	Incidents Responded on time per Domain
Description	Measure of response to Incidents assigned to Supplier within the Specification Limit assigned to the Priority Level.
Specification Limit	Critical: twenty (20) minutes` Urgent: One (1) hour High: Four (4) hours Medium: One (1) day Low: Two (2) days
Algorithm	Number of Incidents for a given Priority Level that are responded to with Qualified Feedback withtin the Specification Limit divided by the total number of Incidents for that Priority Level expressed as a percentage to two decimal places.
Measurement Tool	Zeus ITSM Tool (ServiceNow)
Measurement Method	Start time is when the Incident is assigned to Supplier by the IT Service Desk and end time is when Supplier responds to the Incident with Qualified Feedback.
Reporting Tools	
Exclusions	
Inclusions	

SL-6 Resolution of High Priority Level Incidents per Domain (MTRS)

Reference	SL-6
Name	Resolution of High Priority Level Incidents per Domain (MTRS)
Description	Measure of compliance with expected speed of resolution of Incidents assigned to Supplier (resolution time expectations will be defined by Priority Level)
Specification Limit 1	Twelve (12) Service Hours
Specification Limit 2	Twenty-four (24) Service Hours
Algorithm	Number of High Priority Level Incidents that are resolved within the Specification Limit 1 divided by the total number of High Priority Incidents expressed as a percentage to two decimal places. In addition, a single High Priority Level Incident that was not resolved within Specification Limit 2 will be treated as a Service Level Default.
Measurement Tool	Zeus ITSM Tool (ServiceNow)
Measurement Method	Start time is when the Incident is assigned to Supplier by the IT Service Desk and end time is the timestamp when the Incident is confirmed as resolved by Zeus.
Reporting Tools	
Exclusions	
Inclusions	

SL-7 Resolution for Medium Priority Level Incidents per Domain (MTRS)

Reference	SL-7
Name	Resolution for Medium Priority Level Incidents per Domain (MTRS)
Description	Measure of compliance with expected speed of resolution of Incidents assigned to Supplier
Specification Limit 1	One (1) Business Day
Specification Limit 2	Two (2) Business Days
Algorithm	Number of Medium Priority Level Incidents that are resolved within Specification Limit 1 divided by the total number of Medium Priority Level Incidents expressed as a percentage to two decimal places. In addition, a single Medium Priority Level Incident that was not resolved within Specification Limit 2 will be treated as a Service Level Default.
Measurement Tool	Zeus ITSM Tool (ServiceNow)
Measurement Method	Start time is when the Incident is assigned to Supplier by the IT Service Desk and end time is the timestamp when the Incident is resolved and set to resolved status by Supplier and confirmed by Zeus.
Reporting Tools	
Exclusions	
Inclusions	

SL-8 Resolution for Low Priority Level Incidents per Domain (MTRS)

Reference	SL-8
Name	Resolution for Low Priority Level Incidents per Domain (MTRS)
Description	Measure of compliance with expected speed of resolution of Incidents assigned to Supplier
Specification Limit 1	Five (5) Business Days
Specification Limit 2	Seven (7) Business Days
Algorithm	Number of Low Priority Level Incidents that are resolved withtin the Specification Limit 1 divided by the total number of Low Priority Level Incidents expressed as a percentage to two decimal places. In addition, a single Low Priority Level Incident that was not resolved within Specification Limit 2 will be treated as a Service Level Default.
Measurement Tool	Zeus ITSM Tool (ServiceNow)
Measurement Method	Start time is when the Incident is assigned to Supplier by the IT Service Desk and end time is the timestamp when the Incident is resolved and set to resolved status by Supplier and confirmed by Zeus.
Reporting Tools	
Exclusions	
Inclusions	

SL-9 Change Management Effectiveness

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Reference	SL-9
Name	Change Management Effectiveness
Description	Measure of the success rate of changes implemented on time and with no critical impact to Zeus
Specification Limit	[Limit]
Algorithm	Change Management effectiveness shall be calculated as the number of Change Requests that resulted in a critical impact to Zeus (e.g., a change resulting in a system crash that affects business operations or that resulted in the failure of other integrated or dependent applications) and/or estimated Implementation time exceeds the plan by 50% or greater, and/or a Change is backed out, divided by the total number of Change Requests, with the result expressed as a percentage and subtracted from 100%.
Measurement Tool	Zeus ITSM Tool (ServiceNow)
Measurement Method	
Reporting Tools	
Inclusions	

SL-10 Re-opened Incidents per Business Domain

Reference	SL-10
Name	Re-opened Incidents per Business Domain
Description	Re-open rate represents the percentage of resolved tickets that have been reopened by an Authorized User.
Specification Limit	n/a
Algorithm	The percentage of reopened User incidents is equal to the number of re-opened incidents in a month divided by the total number of incidents created that month, expressed as a percentage.
Measurement Tool	Zeus ITSM Tool (ServiceNow)
Measurement Method	
Reporting Tools	User incidents reopened per Domain
Exclusions	

SL-11 Application Management satisfaction survey per Domain

Reference	SL-11
Name	Application Management satisfaction survey per Domain
Description	Measures the average survey score for the application management services delivered during the reporting period.
Specification Limit	n/a
Algorithm	Supplier will develop and obtain Zeus's prior written approval of an application management satisfaction survey and administer the survey to stakeholders as agreed with Zeus.
Measurement Tool	
Measurement Method	
Reporting Tools	
Exclusions	
Inclusions	

SL-12 Partner/Supplier Performance Measurement Survey

Reference	SL-12
Name	Partner/Supplier Performance Measurement Survey
Description	Provides a quantitative means to measure, and thus improve, Zeus's overall satisfaction with Supplier's performance.
Specification Limit	n/a
Algorithm	Zeus currently performs this as an internal survey where the results and trends are shared, followed up with the Supplier in tactical and strategic governance meetings. Zeus expects to continue running this survey by themselves to start with. However, Supplier shall perform this survey, if requested by Zeus.
Measurement Tool	
Measurement Method	
Reporting Tools	
Exclusions	
Inclusions	Survey performed every 6 months

SL-13 Time to Ramp up

Reference	SL-13
Name	Time to Ramp up
Description	Measures the Supplier's ability to provide requested resources within the agreed notification period for Project Services.
Specification Limit	n/a
Algorithm	Supplier shall track the Zeus requests for additional resources for non-Key and Key Supplier Personnel and the dates on which the resources are available to perform the Services. Compliance Calculation: For the purposes of calculating compliance, each resource request will be considered a unique request, though in practice Zeus may request multiple resources with a single request. Compliance shall be calculated as the total number of resources made available within the defined timeframes as specified in the rate cards in Attachment J.5.1 (Charges) divided by the total number of resource requests within the reporting period.
Measurement Tool	

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Measurement Method	
Reporting Tools	
Exclusions	
Inclusions	

SL-14	Problem Management per Domain
Reference	SL-14
Name	Problem Management per Domain
Description	Support will conduct and will present to Zeus a root-cause analysis for any Priority Level 1 and Priority Level 2 Incidents and will include a plan to prevent failures in the future. Supplier will deliver these analyses to Zeus within the Specification Limit following resolution of the incident.
Specification Limit	Three (3) Business Days
Algorithm	Root-cause analysis reporting will be calculated by dividing the number of root-cause analyses delivered within the Specification Limit by the total number of Priority Level 1 and Priority Level 2 Incidents in the Measurement Period , with the result expressed as a percentage to two (2) decimal places.
Measurement Tool	Zeus ITSM Tool (ServiceNow)
Measurement Method	
Reporting Tools	
Exclusions	Root Causes where Supplier can reasonably demonstrate that an analysis within the Specification Limit was impossible due to dependencies upon Applications that were excluded from Exhibit J.8 (Software Assets) or other Third Parties (unless a Supplier Third Party).
Inclusions	Priority Level 1 and Priority Level 2 Incidents

SL-15	Application availability for SL2 Applications per Domain
Reference	SL-15
Name	Application availability for SL2 Applications per Domain
Description	This is a measure of Application availability based on outages caused by Application issues as identified in Incidents.
Specification Limit 1	Twelve (12) Service Hours
Algorithm	Actual uptime will be calculated per Domain as Scheduled Uptime minus unscheduled Application downtime. Availability for an individual Application will be calculated by actual uptime divided by Application Scheduled Uptime. In addition, a single SL2 Application that was unavailable for longer than Specification Limit will be treated as a Service Level Default.
Measurement Tool	Zeus ITSM Tool (ServiceNow) / Splunk Toolsets / HD tool (for planned outages)
Measurement Method	The duration of an Application Outage is calculated as the difference in the end time of an Application Outage and the start time of an Application Outage as recorded in the Zeus iDesk system. Start time is when the Incident is assigned to Supplier by the IT Service Desk and end time is the timestamp when the Incident is resolved and set to resolved status by Supplier.
Reporting Tools	
Exclusions	
Inclusions	Applications with a Service Support Level of SL2

SL-16	Application availability for SL3 Applications per Domain
Reference	SL-16
Name	Application availability for SL3 Applications per Domain
Description	This is a measure of Application availability based on Outages caused by Application issues as identified in Incidents.
Specification Limit	Twenty-four (24) Service Hours
Algorithm	Actual uptime will be calculated per Domain as Scheduled Uptime minus unscheduled Application downtime. Availability for an individual Application will be calculated by actual uptime divided by Application Scheduled Uptime. In addition, a single SL3 Application that was unavailable for longer than Specification Limit will be treated as a Service Level Default.
Measurement Tool	Zeus ITSM Tool (ServiceNow) / Splunk Toolsets / HD tool (for planned outages)
Measurement Method	The duration of an Application Outage is calculated as the difference in the end time of an Application Outage and the start time of an Application Outage as recorded in the Zeus iDesk system. Start time is when the Incident is assigned to Supplier by the IT Service Desk and end time is the timestamp when the Incident is resolved and set to resolved status by Supplier
Reporting Tools	
Exclusions	
Inclusions	Applications with a Service Support Level of SL3

SL-17	Incident Volume Reduction per Domain %
Reference	SL-17
Name	Incident Volume Reduction per Domain %
Description	This is a measure of the reduction in the volume of Incidents of all Priorities assigned to and resolved by Supplier
Specification Limit 1	n/a
Algorithm	Supplier by proactive problem management shall work towards reducing the number of Incidents managed by Supplier. This shall decrease the overall effort to support these Applications. Incident volume reduction is calculated by dividing the difference in the number of Incidents at the beginning of the Measurement Period and at the end of the Measurement Period with the number of Incidents at the beginning of the measurement Period and expressed as a percentage.

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Measurement Tool	Zeus ITSM Tool (ServiceNow)
Measurement Method	
Reporting Tools	
Exclusions	
Inclusions	Incidents assigned to and resolved by Supplier

SL-18 Automated Testing per Domain

Reference	SL-18
Name	Automated Testing per Domain
Description	Measure of the status, progress and coverage of test automation to enable faster and reproducable test execution for Project Services. For time being this is not intended to be raised to a CSL as long as not mutually agreed by the Parties.
Specification Limit	n/a
Algorithm	Calculated as the total number of test cases automated tested during the system, integration or regression testing, divided by the total number of test cases planned. Before the start of the testing, Supplier shall verify test cases cover the entire functional and non-functional requirements. Supplier shall track test cases executed, and use this data to report the coverage ratio and automate those that can be automated.
Measurement Tool	Zephyr , Jenkins
Measurement Method	
Reporting Tools	
Exclusions	
Inclusions	

SL-19 Accuracy of the CMDB

Reference	SL-19
Name	Accuracy of the CMDB
Description	This Service Level measures the accuracy of CI data within the CMDB.
Specification Limit	n/a
Algorithm	The metric calculation will be the total number of CMDB records that are changed during the applicable Measurement Period and that are accurate, divided by the total number of CMDB records that are changed during the applicable Measurement Period, with the result expressed as a percentage to two (2) decimal places.
Measurement Tool	Zeus ITSM Tool (ServiceNow)
Measurement Method	
Reporting Tools	
Exclusions	
Inclusions	All changed CMDB records during the Measurement Period

SL-20 Percentage of invoice amount spent on Service Variants

Reference	SL-20
Name	Percentage of invoice amount spent on Service Variants
Description	This Service Level measures the percentage of the total monthly invoice amount that represents consumption of Service Variants.
Specification Limit	[Limit]
Algorithm	The variable Charges invoiced for the previous Measurement Period for consumption of Service Variants will be divided by the total invoice amount for the same period, with the result expressed as a percentage to two (2) decimal places.
Measurement Tool	e.g. Basware, Code
Measurement Method	
Reporting Tools	
Exclusions	
Inclusions	All Project Order Documents that consume Service Variants

SL-21 Percentage of projects consuming Service Variants

Reference	SL-21
Name	Percentage of projects consuming Service Variants
Description	This Service Level measures the percentage of the total number of ordered projects that include consumption of Service Variants.
Specification Limit	[Limit]
Algorithm	The number of in-flight Project Order Documents during the previous Measurement Period that include consumption of Service Variants will be divided by the total number of in-flight Project Order Documents for the same period, with the result expressed as a percentage to two (2) decimal places.
Measurement Tool	e.g. Basware, Code
Measurement Method	
Reporting Tools	
Exclusions	
Inclusions	All Project Order Documents that consume Service Variants

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SL-22 Agile - defects per Story Point

Reference	SL-22
Name	Agile - defects per Story Point
Description	The ratio of defects to the number of Story Points completed in Agile Sprints
Specification Limit	
Algorithm	This Service Level will be calculated as the total number of defects associated with stories from completed Sprints during the Measurement Period divided by the total of the actual Velocity (Story Points per Sprint) values recorded on completed Sprints during the Measurement Period, rounded to three decimal places.
Measurement Tool	
Measurement Method	
Reporting Tools	
Exclusions	
Inclusions	Agile development methods only

SL-23 Agile - hours per Story Point

Reference	SL-23
Name	Agile - hours per Story Point
Description	The ratio of development hours to the number of Story Points completed in Agile Sprints
Specification Limit	
Algorithm	This Service Level will be calculated as the total number of development hours associated with completed Sprints during the Measurement Period, divided by the total of the actual Velocity values (Story Points per Sprint) recorded on completed Sprints during such Measurement Period, rounded to two decimal places.
Measurement Tool	
Measurement Method	
Reporting Tools	
Exclusions	
Inclusions	Agile development methods only

SL-24 Agile - velocity

Reference	SL-24
Name	Agile - velocity
Description	This Service Level measures the "velocity" which is the cumulative running average of the Story Points delivered per Sprint. For example, if the team delivered 10, 20 and 18 Story Points at the end of sprints 1, 2 and 3; then the Team Velocity is (10+20+18)/3 = 48/3 = 16 Story Points / sprint.
Specification Limit	
Algorithm	This Service Level will be calculated as the number of Story Points delivered per Sprint during the Measurement Period divided by the number of Sprints during the Measurement Period, with the results expressed as an 'absolute number' (rounded up to a whole number).
Measurement Tool	
Measurement Method	
Reporting Tools	
Exclusions	
Inclusions	Agile development methods only

SL-25 Average lead time to release a new code development package

Reference	SL-25
Name	Average lead time to release a new code development package
Description	This Service Level measures the average time required to release a new code development package into the production environment
Specification Limit	
Algorithm	This Service Level will be calculated as the average number of minutes required to successfully release all approved and scheduled new code development packages into the production environments during the Measurement Window. "release" is defined as when a new code development package has been approved and scheduled and successfully deployed into the production environment.
Measurement Tool	
Measurement Method	
Reporting Tools	
Exclusions	
Inclusions	All new code development packages

SL-26 Successful Deployments

Reference	SL-26
Name	Successful Deployments
Description	This Service Level measures the percentage of deployments that are successfully released into production which do **NOT** cause an outage in service (recorded via an incident being received/reported) in the first twenty-four (24) hours of being released into production during the Measurement Period.
Specification Limit	
Algorithm	This Service Level will be calculated as the total number of deployments released into the production environment during the Measurement Period without a related Incident being received/reported during the first twenty-four (24) hours of being released into the production environment divided by the total number of deployments released into the production environment during the Measurement Period, with the results expressed as a percentage to two (2) decimal places.
Measurement Tool	Zeus ITSM Tool "NowIT" (ServiceNow)

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Measurement Method	tbd
Reporting Tools	
Exclusions	
Inclusions	All deployments approved during the Measurement Period

SL-27 Causing component mapping to CIs

Reference	SL-27
Name	Causing component mapping to CIs
Description	Measures the existence of a Configuration Item (CI) in the CMDB for Incidents for which a resolution is known. Objective is to have a CMDB entry for all relevant CIs.
Specification Limit	n/a
Algorithm	The number of Incident resolutions found by Supplier that can be mapped to a Causing Service's CI in Zeus's CMDB shall be divided by the total number of resolved Incidents during the Measure Period.
Measurement Tool	Zeus ITSM Tool "NowIT" (ServiceNow)
Measurement Method	
Reporting Tools	Power BI
Exclusions	
Inclusions	All Incidents for which a causing component is known including those with "Cause Service = missing".

SL-28 Fulfillment of Service Requests within Committed Timeframes

Reference	SL-28
Name	Fulfillment of Service Requests within Committed Timeframes
Description	Measures the percentage of all Service Requests that have been completed during the Measurement Period within the "Committed Timeframe" agreed in worksheet "Service Requests".
Specification Limit	Ten (10) percent
Algorithm	The Service Level calculation for 'Fulfillment of Service Requests within Committed Timeframes' is the total number of Service Requests successfully completed by Supplier during the Measurement Period and within the committed timeframes, divided by the number of Service Requests that should have been completed by Supplier during the applicable Measurement Period, with the result expressed as a percentage to two (2) decimal places. In addition, if the backlog of unfulfilled Service Requests at the end of the Measurement Period exceeds the Specification Limit relative to the total number of Service Requests submitted by Zeus during the Measurement Period a Minimum Service Level Default will be deemed to have occurred.
Measurement Tool	Zeus ITSM Tool "NowIT" (ServiceNow)
Measurement Method	Parties to indicate the proposed tools and process
Reporting Tools	Parties to indicate the proposed tools and process
Exclusions	Service Requests submitted towards the end of a Measurement Period, such that the Committed Timeframe extends beyond the current Measurement Period shall be counted in the next Measurement Period and excluded from the current one.
Inclusions	All Service Requests agreed in worksheet "Service Requests" and submitted by Zeus during the Measurement Period

Service Level Matrix

CRITICAL DELIVERABLES

Critical Deliverables					
Ref #	**Critical Deliverable Name**	**Expected**	**Expected Completion Date**	**Critical Deliverable Credit (Note 1)**	**Reporting Reqs**
CD-1	Service Management and Governance Manual	As described in Attachment J.4.2 (Critical Deliverables)	thirty (30) days after the signature date of the Agreement	Euro 10,000.00	
CD-2	Conduct Application IT Service Continuity (Disaster Recovery) Tests	As described in Attachment J.4.2 (Critical Deliverables)	Annually recurring by mutual agreement	n/a	As described in Attachment J.4.2 (Critical Deliverables)
CD-3	Portfolio Categorisation and Updated Application Complexity	As described in Attachment J.4.2 (Critical Deliverables)	Final Deliverable thirty (30) days the signature date of the Agreement	Euro 5,000.00	
CD-4	Move current Project PODs to new ways of working	As described in Attachment J.4.2 (Critical Deliverables)	thirty (30) days after the signature date of the Agreement	Euro 5,000.00	
CD-5	Creation of Deliverables and Obligations Tracker	As described in Attachment J.4.2 (Critical Deliverables)	thirty (30) days after the signature date of the Agreement	Euro 10,000.00	

Note (1): Critical Deliverables are not subject to Earnback. Critical Deliverable Credits continue per month for each month the deliverable has not been completed.

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Priority Levels Description

	Service Support Levels		
	Service Support Level 1 (SL1)	Service Support Level 2 (SL2)	Service Support Level 3 (SL3)
Service Support Hours	24*7	24 * 5 (CET)	(8 a.m. to 5 p.m.) * 5 (CET)

Severities for Problems

There are four Severity Levels depending on risks, costs and impact (both for business partner and IT).

Critical	This severity can only be set by Zeus's critical situation manager. Must be confirmed immediately. The assigned problem solver (workgroup) should be notified via phone immediately.
High	Must be confirmed within 1 working day. The assigned problem solver (workgroup) should be notified via phone immediately
Medium	Must be confirmed within 3 working days.
Low	Must be confirmed within 1 week.

Defects Severity Levels

Severity	Severity Level	Description	Maximum number of defects for approval of acceptance testing completion
1	Critical	Critical issue. Testing not possible due to issue	0
2	Major	Test can be operated but major functionality disabled	0
3	Medium	Defects that affect limited areas of functionality that can be work around for a short while of 14 days	10
4	Low	Defects that do not affect the use of the system. Aesthetic errors, syntactic errors or grammatical errors	10

Incident priority classification

Incident priority classification			
Priority Level		Description	Applicable for
Critical	P1	Business critical – user is unable to perform its most essential business activities	SL1
Urgent	P2	Essential business disturbance – user is unable to perform its most essential business activities, restoring the affected service is needed before a certain deadline to avoid high business impacts	SL1
High	P3	Essential business disturbance – user is unable to perform essential business activities without difficulties and/or large workarounds	SL1, SL2
Medium	P4	Disturbances in daily work – user is unable to perform essential business activities, there are some disturbances in the daily routines	All Service Support Levels
Low	P5	Minor disturbances – user is able to perform essential business activities, there are only minor disturbances for single users	All Service Support Levels

Request priority classification			
Priority Level		Description	Applicable for
High	A		SL1. SL2. SL3
Medium	B	Categorization of priorities is set based on the information "Service Requests" section	SL1, SL2. SL3
Low	C	Categorization of priorities is set based on the information "Service Requests" section	SL1, SL2. SL3
Planning	D	Task which needs to be done on a certain date	All Service Support Levels

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Service Requests

Service Requests & Committed Timeframes				
Ref #	**Short Description**	**Functional Service Area**	**Service Request Category**	**Committed Fulfillment Timeframes**
SR-1	Reset User Password	User Administration	A	Four (4) hours
SR-2	Extract a file or Resend a file (e. g. invoice)	User Administration	A	Four (4) hours
SR-3	Data Correction	Data Integrity	A	Four (4) hours
SR-4	System Configurations and updates	Data Integrity	A	Four (4) hours
SR-5	Data Extracts for Reports and Audits	Audit Support	A	Four (4) hours
SR-6	Add/Remove/Modify applications accesses for single user	User Administration	A	Four (4) hours
SR-7	Add/delete a single User	User Administration	B	Three (3) Business Days
SR-8	None critical Data Corrections	Data Integrity	B	Three (3) Business Days
SR-9	None critical System Configurations and updates	Data Integrity	B	Three (3) Business Days
SR-10	Perform Tests outside of the ordinary processes	Quality Assurance	B	Three (3) Business Days

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Attachment J.4.2
Critical Deliverables

Master Services Agreement
Application and Technology Management

Agreement No.:	CW43668
First Party:	ZEUS IT
AB	
Second Party:	HCL Technologies Sweden AB
Classification:	Confidential
Date:	2023.06.01

KIF No: 384714

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1 CD-1 SERVICE MANAGEMENT AND GOVERNANCE MANUAL

(a) Supplier will deliver the Service Management and Governance Manual.

(b) The purpose and scope of the Service Management and Governance Manual is to document the policies and procedures and operational information that pertain to the Services and other functions and aspects of Supplier's performance, including:

(1) Organizational Overview

(2) Transition and Transformation Activities and Responsibilities

(3) Performance Management Procedures

(4) Financial Management Procedures

(5) Contract Management Procedures

(6) Relationship Management Procedures

(7) Mission Critical and Business Critical Operational procedures

(8) Web Portal functions

(c) Kick-off meeting describing roadmap of Service Management and Governance Manual development and iterations to review with Zeus and finalize.

(d) Documentation presented that identifies meetings with Zeus conducted for solicitation of requirements and review of procedures. Detailed descriptions of policies and procedures are documented in Service Management and Governance Manual.

(e) Roles and responsibilities are defined for Supplier and Zeus. Dependencies and relationships between activities are documented. Risks associated with procedures are identified and mitigation strategies documented for each risk. The policies and procedures are consistent with the proposed delivery models.

2 CD-2 CONDUCT APPLICATION IT SERVICE CONTINUITY (DISASTER RECOVERY) TESTS

Supplier shall be responsible for:

(a) Updating existing Zeus procedures to support disaster recovery of agreed set of critical Applications.

(b) Planning and executing, jointly with Zeus, disaster recovery tests for agreed set of critical Applications, report on key metrics such as performance against Recovery Time Objective (RTO) and Recovery Point Objective (RPO), identifying actions necessary to improve and achieve the agreed objectives of disaster recovery and updating the procedures, as appropriate

3 CD-3 PORTFOLIO CATEGORISATION AND UPDATED APPLICATION COMPLEXITY

For each Domain of the Services, create a draft portfolio categorisation based on the proposed delivery models and sourcing models, review with Zeus and incorporate updates, as requested by Zeus. Include updates to Application complexity as part of this categorisation.

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4 CD-4 PROPOSAL TO MOVE CURRENT PROJECT PROJECT ORDER DOCUMENTS TO NEW WAYS OF WORKING

For each Domain in Supplier's scope, create a proposal with a recommendation on which of the ongoing Project Order Documents may continue as-is and which of the Project Order Documents may be moved to new delivery models / ways of working. Review the proposal with Zeus and create a plan to move agreed Project Order Documents to the new delivery models.

5 CD-5 CREATION OF DELIVERABLES AND OBLIGATIONS TRACKER

Create a tracker to effectively and efficiently manage contractual compliance of Supplier and Zeus. This tracker shall capture all deliverables and obligations from the Agreement, Schedules and Attachments, including a description, due date, recurrence if any, the Supplier point of contact, Zeus approver, contractual document name & section reference.

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Attachment J.4.3
Reports

Master Services Agreement
Application and Technology Management

Agreement No.:	CW43668
First Party:	ZEUS IT
AB	
Second Party:	HCL Technologies Sweden AB
Classification:	Confidential
Date:	2023.06.01

KIF No: 384714

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ATTACHMENT J.4.3
REPORTS

1 INTRODUCTION

(a) This Attachment contains a short description regarding format, content and frequency of reports required by Zeus. This Attachment might not include all reports currently provided by Supplier or delivered as part of the Running Services. Supplier is, however, obliged to provide all of these reports regardless of their listing in this Attachment.

(b) The parties agree that a post-signature true-up of the reports required by Zeus shall be performed for all Domains and this document updated via the Contract Change Procedure. The results of such true-up shall have no commercial impact for Zeus.

2 AM REPORTS

Supplier's responsibilities include:

(a) Provide all reports currently being provided by the in-scope organization, including the reports listed in the below table.

(b) Deliver all reports according to the format, content and frequency provided by the in-scope organization, including the specifications identified in in the table below.

(c) Modify the format, content and frequency of any report as requested by Zeus during the Term, subject to the Contract Change Procedures.

Tower	Report Name	Description	Frequency	Recipient	Media	Report Name
AM	Incident Management Report	Number of Incidents opened/closed. Average resolution time. Number of Incidents by Priority Level	Weekly	Zeus Service Managers	Web-based	Reportname.html
AM	Issues Management	Status of major pending issues, incidents, status of improvement action plans, report changes to the environment impacting costs or utilization.	Monthly	Zeus Service Managers, Zeus Contract Manager	Web-based	Reportname.html
AM	Problem Management Report	Problem report with status updates, dependencies.	Weekly	Zeus Service Managers	Web-based	Reportname.html
AM	Root-Cause Analysis Report	Details the results of each Root-Cause Analysis (RCA) performed by Zeus or Supplier. Includes the nature of the Incident and plans to prevent or avoid future Incidents.	Within 14 days of the associated Incident/ Problem and Monthly summary of outstanding	Zeus Service Managers	Web-based	Reportname.html

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Tower	Report Name	Description	Frequency	Recipient	Media	Report Name
			RCAs			
AM	Change Management	List and description of scheduled Changes for the next 60 days. Priority of changes. Initiator and approver of changes. Planned vs. emergency identifier.	Bi-Weekly	Zeus Service Managers, Infrastructure Manager, Application manager, Support manager	Web-based	Reportname.html
AM	Release Management	Number or percent of successful releases. Releases by unit or level	Monthly	Zeus Service Managers	Web-based	Reportname.html
AM	Zeus Satisfaction Survey Results	Summaries and findings of customer satisfaction surveys	Monthly or as surveys are conducted	Zeus Service Managers, Zeus Contract Manager	Web-based	Reportname.html
AM	Project/ Release Status Report	Report on the status of all open projects and releases including actual vs. planned for schedule, cost, risk and change of scope. The status report shall compare the final scope, cost, duration of the Project/Release compared to their values at the DP1, DP4 stages (as per Zeus's project methodology), and the last agreed scope, cost and duration. Report the status of each project to the requestor on a periodic basis as agreed with the requester	Bi-Weekly	Zeus Service Managers	Web-based	Reportname.html
AM	Stability after Go-Live Report	Report on the total number of Incidents for an	For every release	Zeus Service Managers	Web-based	Reportname.html

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Tower	Report Name	Description	Frequency	Recipient	Media	Report Name
		Application during the first month after a new Release is completed				
AM	Quality after Go-Live Report	Report on the total number of Problems for an Application during the first month after a new Release is completed	For every release	Zeus Service Managers	Web-based	Reportname.html
AM	Service Level Report	Comparison of actual results vs. Service Level requirements. This is across all Critical Service Levels and Key Measurements. Applications not reaching incident significant minimum is to be listed. Applications not reaching minimum availability level is to be listed.	Monthly	Zeus Service Managers, Zeus Contract Manager	Web-based	Reportname.html
AM	Service Management Report	Summary of accomplishments, work in progress, planned work. Review of resource allocation for past year and progress as compared to road map (goals and objectives).	Monthly	Zeus Service Managers, Zeus Contract Manager	Web-based	Reportname.html
AM	Application Resource Pool Utilization Report	Reports detailing each Supplier staff's work efforts with sufficient detail to identify the hours and activities directly associated with work efforts.	Monthly	Zeus Service Managers	Web-based	Reportname.html
AM	Disaster Recovery Test Results	Report of the most current results of the disaster recovery test and any action items to be addressed with a plan to resolve.	As Required	Zeus Service Managers	Web-based	Reportname.html

3 HR REPORTS

Tower	Report Name	Description	Frequency	Recipient	Media	Report Name

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HR	Changes to the Personal Projection Matrix	Prior to the Effective Date, the parties will agree on the expected staffing plan. Material proposed or actual changes to the staffing following the Effective Date must be reported to Zeus every three (3) month thereafter throughout the duration of the Agreement. A material change in staffing is considered to be a change of ten percent (10%) or more from each figure.	Quarterly	Zeus Contract Manager	Excel spreadsheet	Reportname.pdf or .xls
HR	Unplanned Reductions in staffing	For any material unplanned reduction in staffing that occurs during the first twelve (12) months following the Effective Date, Supplier will provide a report to Zeus detailing the unplanned change and setting out a description of how Supplier plans to provide adequate staffing, at comparable roles and skill levels, to meet its obligation to provide the Services.	As required	Zeus Contract Manager	MS Word File	Reportname.doc
HR	Key Supplier Personnel	Zeus will specify a number of Key Supplier Personnel. Supplier will maintain a register of Key Supplier Personnel, and notify Zeus of any proposed changes to Key Supplier Personnel at least forty (40) business days prior to a planned change. Under no circumstances may the Supplier transfer or remove more than 10% of the Key Supplier Personnel in any six (6) month period, unless otherwise agreed in writing, in advance, by Zeus.	As required as changes occur and/or at least 6 monthly.	Zeus Contract Manager	MS Word File	Reportname.doc
HR	Supplier Staff Qualifications	The employees that the Supplier assigns to perform the Services will be properly educated, trained and qualified for the Services they are to perform. Supplier to provide Zeus with a report	Annually	Zeus Contract Manager	MS Word File	Reportname.doc

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		annually summarizing the level of compliance with this obligation.				
HR	Supplier Staff Turnover on Zeus Account	As part of the monthly reporting the Supplier will report staff turnover rate i.e. Supplier employees leaving Zeus account compared to the industry average for large, well-managed IT services companies. If Zeus believes that the Supplier's turnover rate is excessive, the Supplier will provide data to Zeus concerning the turnover rate; discuss the reasons for the turnover rate; submit its proposals for reducing the turnover rate; and agree on a program to reduce the turnover rate, and at no additional cost to Zeus.	Monthly As Required	Zeus Contract Manager Zeus Contract Manager	MS Word File MS Word File	Reportname.doc Reportname.doc

4 FINANCIAL REPORTS

Tower	Report Name	Description	Frequency	Recipient	Media	Report Name
Financial	Budget Compliance	High-level budget performance report depicting YTD and each month with activity	Monthly	Finance Manager	Excel spreadsheet	Reportname.pdf or .xls
Financial	Resource Consumption Summary & Detail	Summary and detail level information on resources consumed by a particular unit and/or Authorized User and the associated charges due	Monthly	Finance Manager	Excel Spreadsheet	Reportname.pdf or .xls
Financial	Billing Detail Information	Detailed billing information on-line for Zeus access in a database that lends itself to searching and ad hoc reporting	Monthly	Finance Manager	Excel Spreadsheet	Reportname.pdf or .xls
Financial	Billable Hours	Billable Hours used to provide Minor Enhancements	Monthly	Finance Manager	Excel Spreadsheet	Reportname.pdf or .xls

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Financial	P x Q Reports	Rolling thirteen (13) month "P x Q" billing reports where each report lists the "P" or discrete pricing element (price and description) and the associated "Q" or quantity procured by Zeus	Monthly	Finance Manager	Excel Spreadsheet	Reportname.pdf or .xls
Financial	Electronic Access to Lists of Charges	For all charges that are billable on a Resource Baseline basis and all invoices handled on a pass-through basis	Monthly	Finance Manager	Excel Spreadsheet	Reportname.pdf or .xls
Financial	Corporate and Business Process Consolidated Reports	Monthly corporate level and individual business sector level consolidation reports	Monthly	Finance Manager	Excel Spreadsheet	Reportname.pdf or .xls
Financial	Budget and Forecasting Report	Bi monthly budget and forecasting report for a calendar year and remainder of the Term	Bi Monthly	Finance Manager	Excel Spreadsheet	Reportname.pdf or .xls
Financial	Business Unit Spend Summary	Summary reporting on a bi monthly basis on Zeus spend (invoice based) at the businessunit level	Bi Monthly	Finance Manager	Excel Spreadsheet	Reportname.pdf or .xls
Financial	Bi Monthly Spend Summary	Bi monthly spend summary in both local and Euro currencies	Bi Monthly	Finance Manager	Excel Spreadsheet	Reportname.pdf or .xls
Financial	Rolling Cost Forecast	Providing a 12-month rolling forecast of expected costs to be billed to Zeus on a bi monthly basis	Bi Monthly	Finance Manager	Excel Spreadsheet	Reportname.pdf or .xls
Financial	Annual Opportunity Analysis	On an annual basis, identifying, analyzing and recommending areas of opportunity for Zeus in terms of efficiencies and cost savings based on Zeus's historical and project spends	Annual	Finance Manager	Excel Spreadsheet	Reportname.pdf or .xls
Financial	Annual Trend Analysis	Annual trend analysis of Zeus spend by subaccount and business unit	Annual	Finance Manager	Excel Spreadsheet	Reportname.pdf or .xls
Financial	Budgetary Performance	Report showing Supplier's performance against budgetary service levels and Supplier's ability to deliver projects within defined budgets. (This information should be provided as part of the "Project Status Report")	Monthly	All Service Managers	Excel Spreadsheet	Reportname.pdf or .xls

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Financial	Critical Milestone Payment Status	Identifies the critical milestones for the Agreement, where the Supplier has met or not met the milestones and any credits are owed related to missed critical milestones	Monthly until all Critical Milestone acceptance criteria have been met and approved by Zeus	Finance Manager	Excel Spreadsheet	Reportname.pdf or .xls
Financial	Service Level Credit Status	Identifies the instances where the Supplier has not met Service Levels and Service Level credits are owed. Identifies the amount of the credit owed and any subsequent Earnback	Monthly	Finance Manager	Excel Spreadsheet	Reportname.pdf or .xls
Financial	Holdback Report	Identifies the holdback amounts payable for each Major Enhancement and Project Services and expected payment date based on the holdback period	Monthly	Finance Manager	Excel Spreadsheet	Reportname.pdf or .xls
Financial	Actual Resource Unit Volumes	Identifies the number of Resource Units actually utilized by Zeus	Monthly	Finance Manager	Excel Spreadsheet	Reportname.pdf or .xls
Financial	Consolidated Global Spend	Identifies all invoices and associated summary information issued by Supplier each month, with totals by country (in local currency) and globally (in Euros). Euro conversions will be made using Zeus provided budget exchange rates	Monthly	Finance Manager	Excel Spreadsheet	Reportname.pdf or .xls
Financial	HR Severance Tracking	Identifies estimated and actual severance for all Zeus employees transitioned to Supplier on a short-term basis	Monthly	Finance Manager, HR Manager	Excel Spreadsheet	Reportname.pdf or .xls
Financial	ISAE3402/SOC1	Financial assurance report	On request	Finance Manager	N/A	N/A

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Attachment J.5
Pricing

Master Services Agreement
Application and Technology Management

Agreement No.:	CW43668
First Party:	ZEUS IT
AB	
Second Party:	HCL Technologies Sweden AB
Classification:	Confidential
Date:	2023.06.01

KIF No: 384714

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ATTACHMENT J.5
PRICING

1 CONSTRUCTION

Attachment J.5.1 (*Charges*), Attachment J.5.2 (Role Descriptions) and Attachment J.5.3 (Personnel Projection Matrix) of this Attachment J.5 (*Pricing*) are hereby incorporated and part of this Attachment.

2 PRICING FORM

Attachment J.5.1 (*Charges*) contains the following for both Legacy and Future service models:

(a) **Product Operations Charges:** monthly pricing for Product Operations services per Contract Year and Application;

(b) **Variable Charges –** unit prices for the Service Variants "Product Development Team" and "Product Engineering Team" per Contract Year

(c) **Rate Cards:** Hourly Rates for defined roles and countries per Contract Year; and

(d) **Revenue-VolDiscount** – volume discount on Supplier revenue

(e) **AdjustmentFactors -** adjustment factors for all countries

(f) **COLAIndices -** COLA Indices to be used dependent upon the currency in which the Services are priced

(g) **Additional Dedicated Staff -** This represents the maximum number of days following the approval of the POD that Supplier has to provide all additional Dedicated Staff requested in the said POD in order to comply with the requirements of this Agreement.

3 ROLE DESCRIPTION

Attachment J.5.2 (Role Descriptions) contains a description of roles and competencies for Rate Card work.

4 PERSONNEL PROJECTION MATRIX

Attachment J.5.3 (Personnel Projection Matrix) contains the Supplier personnel staffing plan for legacy services including the following:

(a) Location of the Supplier personnel;

(b) Split across each Platform Area / Domain and Application;

(c) It is Supplier responsibility to keep this document up-to-date, on a quarterly basis.

5 SERVICE-SPECIFIC PRICING PROVISIONS

6 INNOVATION AND TRANSFORMATION

6.1 Innovation Fund "Kraftsamla"

The parties commit to creation of an innovation fund as follows:
In relation to Application Management services, Supplier shall make available to the ZEUS Innovation fund, in the form of pool hours to be utilized by the ZEUS for purchasing any additional Services, without any additional cost ("Project Pool Hours") out of the existing available capacity. The total number of Project Pool hours available to customer shall be 6000 hours every year delivered from Offshore India:

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(a) The fund shall institutionalize routine generation and progress tracking of:

(1) "continuous quality improvements;

(2) cycle time reduction;

(3) incubation of new ideas that support cost savings;

(4) prototypes;

(5) proofs of concept.

(b) The Project Pool Hours referred to above shall be available on a yearly basis and in no event any unutilized hours during a year shall be allowed to be carried forward to the subsequent month(s).

(c) The Project Pool Hours are based on the volumes of the Services and as such any increase or decrease in such volumes shall result in a proportionate increase or decrease (as appropriate) in the number of Project Pool Hours available.

6.2 Transformation

Supplier shall staff a team with appropriately skilled staff to:

(a) spearhead the increased use of automation;

(b) drive adoption of the Service Variants for future Project Order Documents;

(c) recommend migration of existing Project Order Documents to make use of the Service Variants instead of T&M;

(d) drive committed productivity improvements;

(e) realize cost optimization.

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Attachment J.5.1
Charges

Service-specific Services
Sourcing of Application Management Services

ID:	CW43668
First Party:	ZEUS IT AB
Second Party:	HCL Technologies Sweden AB
Date:	2023-06-01

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Introduction

I. General introduction

This Attachment contains the Rate Card Charges unit pricing and Zeus Job Titles. Please provide pricing for all Zeus locations.

Unit pricing should be to two decimal places and in the Currency specified in each Rate Card.

Currency

Represents the Currency in which Services are priced. Uses the three letter ISO 4217 Currency Codes:

EUR - Netherlands, Spain, Euro
SEK - Sweden, Kronor
USD - United States of America, Dollars
CNY - China, Chinese Yuan
INR - India, Rupees

Mode of Delivery

Means as defined in Schedule A (Definitions) and includes the following:

a) Onsite Resource
b) Offshore Resource
c) Nearshore Resource

Seniority Level

Includes the following years of work experience within the specified Zeus Job Title:

Junior: 1-3 years
Senior: 4-7 years
Expert: >7 years

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Hourly Blended Rates - Minor Enhancements

		Service Year		
Country	Currency	Year 1 (Jun'23-Aug'24)	Year 2 (Sep'24-Aug'25)	Year 3 (Sep'25-Aug'26)
Germany	EUR	27.96	27.96	27.96
Sweden	SEK	284.68	284.68	284.68

* Supplier commits to avoid double charging, e.g. invoicing these billable hours for tasks already covered by the Service Varaiants in Exhibit 1 (Service Catalog)

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Volume Discount on invoiced Supplier revenue

All invoiced MSA revenue with Zeus and all Modes of Delivery, refer to Schedule E clause 4B	
Revenue Threshold (SEK)	**Volume Discount**
50,000,000	0.5%
100,000,000	1.0%
150,000,000	1.5%
200,000,000	2.0%
250,000,000	2.5%
300,000,000	3.0%

Adjustment Factors - All Countries

Service	Adjustment Factor Year 2	Adjustment Factor Year 3
Service Catalog items	90.0%	90.0%
Rate Card - Onsite Resources	100.0%	100.0%
Rate Card - Offshore Resources	100.0%	100.0%
Rate Card - Nearshore Resources	100.0%	100.0%

The Adjustment Factors - All Countries matrix contains the Adjustment Factors that should be used when calculating the annual COLA adjustment as set out in Chapter 9 ADJUSTMENTS FOR INFLATION AND DEFLATION of Schedule E (Pricing Framework).

The Adjustment Factors are applicable for all countries within the scope of this Agreement.

COLA Indices

Country	Charges Matching Currency	Name of Publishing Entity	Index Name / Series
Germany	EUR	Statistisches Bundesamt Deutschland	Consumer Price Index
Sweden	SEK	Statistics Sweden	Consumer Price Index
United States of America	USD	Bureau of Labour Statistics	Consumer Price Index
Netherlands	EUR	Euro Area-19 Compensation Per Employee Index	European Central Bank
Spain	EUR	Euro Area-19 Compensation Per Employee Index	European Central Bank
China	CNY	CPI	World bank data
India	INR	CPI general for Industrial Workers	Labour Bureau, Government of India
Romania	EUR	CPI	World Bank data
Mexico	EUR	CPI	World bank data

The COLA Indices matrix contains the COLA Indices that should be used when calculating the annual COLA adjustment as set out in Chapter 9 ADJUSTMENTS FOR INFLATION AND DEFLATION of Schedule E (Pricing Framework).

The COLA Indices to be used is dependent upon the currency in which Services are priced, for example if Services are priced in SEK the COLA Index for Sweden should be used. For service variants with multiple shoring mixes, the respective index will be used to the amount equal to the percentage stipulated in the shoring mix (e.g. Offshore: 40%, Onsite: 20%, Nearshore 40%).

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Additional Dedicated Staff

Number of additional Dedicated Staff required	Maximum time for Supplier to provide following POD approval
1 to 10	15 Days
11 to 20	30 Days
Greater than 20	45 Days
Greater than 20 and not included in the volume forecast	60 Days

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Attachment J.5.2
Role Descriptions

Master Services Agreement
Application and Technology Management

Agreement No.	CW43668
First Party:	Zeus IT AB
Second Party:	HCL Technologies Sweden AB
Date:	2023.06.01

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COMPETENCE PROFILE

ORGANISATIONAL SETUP

JOB TITLE	Data Analyst
FUNCTION	Group Digital
REPORTS TO	Data Analysis Chapter Lead
MATRIX	tbc

PURPOSE

PURPOSE OF FUNCTION	**PURPOSE OF JOB**
How the function contributes to the business of Zeus	How the job contributes to the purpose of the function
We set the digital agenda to keep Zeus leading in an uncertain and fast moving environment. We drive the development, provision and operation of our digital products and services through the use of new and existing technology and agile delivery methods to deliver at pace. At the same time, we provide a home for digital skills to both develop and extend the technical, people and business skills needed to ensure continuous development and growth of our digital capability.	To support data driven decisions on product and strategy by helping to visualize and present meaningful and actionable insights derived from analysis of business data, e.g. identifying correlations and discover patterns.

ASSIGNMENTS

Job specific key tasks and responsibilities

- Support in collecting and analysing business data to perform industry research and derive answers and insights on business questions, presented and reported through using various reporting tools
- Leverage data assets by data collection and processing, to provide basis for day-to-day meaningful and actionable strategic and operational insights
- Support senior colleagues with problem solving for data quality issues from source systems and propose corrective actions for IT system or process improvements to step up data quality and timeliness over time
- Work to automate data cleaning processes, to be able to deliver insights to the business stakeholders on a periodical basis
- Support data driven decisions on product and strategy by helping to visualize data and enable change through knowledge of the business drivers that make the product successful
- Identify and help share trends and metrics from sources of raw data to increase efficiency of the organisation

- Apply good written and verbal communication skills in storytelling, supported by visualisation of data, primarily focused on stakeholders in advanced analytics
- Support senior colleagues with medium-scale modelling projects, focused on collecting and cleaning data, in processes that are able to adapt to changing attributes
- Work closely with other data analysts and across functions to help produce all required design specifications and ensure that data solutions work together and fulfill business needs
- Work across initiatives within ZEUS Group, supporting steering towards data-driven solution

COMPETENCES

"Competence is knowledge, motivation and capability to perform in all situations and activities the assignment requires."

KNOWLEDGE	**MOTIVATION**

- Knowledge of cleaning data and how to deal with imperfections in data, including defining corrective actions to improve quality if needed
- Knowledge of how to leverage large data sets in answering business questions
- Knowledge in large datasets and of data set processes for data modelling, mining and production
- Knowledge of DevOps and agile development practices, in which requirements and solutions evolve through the collaborative effort of self-organizing cross-functional teams
- Knowledge of Zeuss corporate identity, core values and vision of creating a better everyday life for the many people

- Passionate about the possibilities of data and its value for business
- Energized by working both independently and interdependently with the data analytics network and cross functions
- Motivated to work agile and being open to the change
- Appreciate the mix of strategic thinking and turning architecture trends into practice
- Share and live the Zeus culture and values

CAPABILITIES

JOB-SPECIFIC CAPABILITIES	**LEADERSHIP CAPABILITIES**
	Leadership is everyone's responsibility at Zeus. Leadership behaviours differ depending on your position and your level of leadership – leading myself, leading others, leading leaders and leading matrix partners.
Performs work with care, accuracy, and attention to detail and strives to meet quality standards	Develop the business and deliver results
Ability to work with large amounts of raw data and different techniques and applications to drive insights from data	Lead and develop people
High intellectual curiosity with ability to develop new knowledge and skills and use new concepts, methods, digital systems and processes to improve performance	Inspire and clarify
Ability to provide input to user-story prioritisation as appropriate based on new ideas, approaches, and strategies	Create togetherness
Collaborates with others (incl. virtual) to achieve goals	Find better ways
Ability to understand the complexity of Zeus business and the role of technology as an integrated part of the business	Enable change

SOURCES OF PERFORMANCE INDICATORS

Relevant sources of Performance Indicators to contribute to the purpose of the job

tbc

KEY PREVIOUS EXPERIENCES AND PROVEN SKILLS

Key previous experience and skills needed before the job can be taken up

Proven training in computer science, econometrics, mathematics or equivalent
Knowledge of working with large datasets and distributed computing architectures
Experience in data visualisation software / applications
Preferred: Experience in software engineering
Preferred: Experience in data processing and –analysis languages
Preferred: Experience in working in an Agile or DevOps working set-up
Preferred: Knowledge of Zeus Brand, culture, values and way of working

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COMPETENCE PROFILE

ORGANISATIONAL SETUP	
JOB TITLE	Data Engineer
FUNCTION	Group Digital
REPORTS TO	Data & Integration Engineering Chapter Lead
MATRIX	tbc

PURPOSE

PURPOSE OF FUNCTION	**PURPOSE OF JOB**
How the function contributes to the business of Zeus	How the job contributes to the purpose of the function
We set the digital agenda to keep Zeus leading in an uncertain and fast moving environment. We drive the development, provision and operation of our digital products and services through the use of new and existing technology and agile delivery methods to deliver at pace.	To develop, test and maintain the systems that implement data architectures, such as integration systems and services, to keep data accessible and ready for analysis.
At the same time, we provide a home for digital skills to both develop and extend the technical, people and business skills needed to ensure continuous development and growth of our digital capability.	Also to act as a technical advisor in regards to integration and connectivity for both internal and external database management systems.

ASSIGNMENTS

Job specific key tasks and responsibilities

 Design, build, test and maintain data systems, making sure the data structures, ingestion and processing systems meet business requirements and user needs. Also to ensure integration systems and services as well as cloud functionality

 Implement methods to improve data reliability, efficiency and quality, to ensure automated services are reliable and secure

 Act as a technical advisor in regards to integration and connectivity methods, protocols, security, and practices for both internal and external database management systems, with support from senior colleagues

 Work closely with data architects, scientists and other stakeholders on future data handling technology options, including input on risks, costs, benefits, and capabilities

 Support senior colleagues with ensuring that the data solution is in place to support the requirements of other disciplines performing data-related tasks and supports the requirements of the business stakeholders

 Employ a variety of development languages and tools to ingest and merge data streams together and ensure first cleaning and optimization of raw data, to prepare usage by data scientists

 Support senior colleagues with regularly reviewing the effectiveness of existing data solution architectures and recommending improvements to data architects

 Discover new opportunities for data acquisition for improved quality and timeliness

 Work closely with other data engineers and across functions to produce all required design specifications and ensure that data solutions work together and fulfil business needs Work across initiatives within ZEUS Group, steering solutions towards the correct architecture

COMPETENCES

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"Competence is knowledge, motivation and capability to perform in all situations and activities the assignment requires."

KNOWLEDGE	MOTIVATION
Experience with DevOps and agile development practices, in which requirements and solutions evolve through the collaborative effort of self-organizing cross-functional teams	Passionate about the possibilities of data and its value for business
Experience in data engineering practices and patterns	Motivated to continuously develop programming skills
Knowledge of the fast moving data technology landscape	Energized by working both independently and interdependently
Knowledge of data set processes for data modelling, mining and production	Motivated to work agile and being open to the change
Knowledge of Zeuss corporate identity, core values and vision of creating a better everyday life for the many people	Appreciate the mix of strategic thinking and turning architecture trends into practice
	Share and live the Zeus culture and values

CAPABILITIES

JOB-SPECIFIC CAPABILITIES	LEADERSHIP CAPABILITIES
Performs work with care, accuracy, and attention to detail	Leadership is everyone's responsibility at Zeus. Leadership behaviours differ depending on your position and your level of leadership – leading myself, leading others, leading leaders and leading matrix partners.
Strives to meet quality standards and produce quality work products	Develop the business and deliver results
Knowledge of key techniques within data storage, processing, HADOOP and cloud data handling	Lead and develop people
Actively acquires knowledge and skills and champions new methods, digital systems and processes to improve performance	Inspire and clarify
Ability to provide input into user-story prioritisation as appropriate based on new ideas, approaches, and strategies	Create togetherness
Collaborates with others (incl. virtual) to achieve goals	Find better ways
Ability to understand the complexity of Zeus business and the role of technology as an integrated part of the business	Enable change

SOURCES OF PERFORMANCE INDICATORS

Relevant sources of Performance Indicators to contribute to the purpose of the job

tbc

KEY PREVIOUS EXPERIENCES AND PROVEN SKILLS

Key previous experience and skills needed before the job can be taken up

Proven training in computer engineering, computer science or equivalent
Confident in digging into code and has knowledge of how things are working
Experience of open source and/or cloud-based solutions
Preferred: Experience in working in an Agile or DevOps working set-up
Preferred: Experience in industry leading packaged solutions
Preferred: Experience in software engineering
Preferred: Knowledge of Zeus Brand, culture, values and way of working

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COMPETENCE PROFILE

ORGANISATIONAL SETUP

JOB TITLE	Data Scientist
FUNCTION	Group Digital
REPORTS TO	Data Science Chapter Lead
MATRIX	tbc

PURPOSE

PURPOSE OF FUNCTION	**PURPOSE OF JOB**
How the function contributes to the business of Zeus	How the job contributes to the purpose of the function
We set the digital agenda to keep Zeus leading in an uncertain and fast moving environment. We drive the development, provision and operation of our digital products and services through the use of new and existing technology and agile delivery methods to deliver at pace. At the same time, we provide a home for digital skills to both develop and extend the technical, people and business skills needed to ensure continuous development and growth of our digital capability.	To perform predictive and prescriptive modelling and help develop and deploy artificial intelligence and machine learning algorithms to reinvent and grow the Zeus business in a fast changing digital world.

ASSIGNMENTS

Job specific key tasks and responsibilities

- Explore and examine data for use in predictive and prescriptive modelling to deliver insights to the business stakeholders and support them to make better decisions
- Influence product and strategy decisionmaking by helping to visualize complex data and enable change through knowledge of the business drivers that make the product successful
- Support senior colleagues with modelling projects, identifying requirements and build tools that are statistically grounded, explainable and able to adapt to changing attributes
- Support the development and deployment of different analytical building blocks that support the requirements of the capability area and customer needs
- Use root cause research to identify process breakdowns and provide data through the use of various skill sets to find solutions to the breakdown
- Work closely with other data scientists and across functions to help produce all required design specifications and ensure that data solutions work together and fulfill business needs
- Work across initiatives within ZEUS Group, steering towards data-driven solutions

COMPETENCES

"Competence is knowledge, motivation and capability to perform in all situations and activities the assignment requires."

KNOWLEDGE	**MOTIVATION**
Knowledge of data set processes for data modelling, mining and production, as well as visualization tools e.g. Tableau	Passionate about the possibilities of data and its value for business
Knowledge of at least one building block of artificial intelligence	Deeply motivated to continuously develop and enhance programming skills and knowledge of machine learning and AI applications

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- Knowledge of machine learning development languages (R and/or Python) and other developments in the fast moving data technology landscape e.g. Hive or Hadoop
- Knowledge of DevOps and agile development practices
- Exposure to development of industrialised analytical software products
- Knowledge of Zeuss corporate identity, core values and vision of creating a better everyday life for the many people

- Energized by working both independently and interdependently with the architecture network and cross functions
- Appreciate the mix of strategic thinking and turning architecture trends into practice
- Share and live the Zeus culture and values

CAPABILITIES

JOB-SPECIFIC CAPABILITIES

- Performs work with care, accuracy, and attention to detail and strives to meet quality standards
- Ability to work with large amounts of raw data and feel comfortable with working with different programming languages
- High intellectual curiosity with ability to develop new knowledge and skills and use new concepts, methods, digital systems and processes to improve performance
- Ability to provide input to user-story prioritisation as appropriate based on new ideas, approaches, and strategies
- Collaborates with others (incl. virtual) to achieve goals
- Ability to understand the complexity of Zeus business and the role of data and information as an integrated part of the business

LEADERSHIP CAPABILITIES

Leadership is everyone's responsibility at Zeus. Leadership behaviours differ depending on your position and your level of leadership – leading myself, leading others, leading leaders and leading matrix partners.

Develop the business and deliver results

Lead and develop people

Inspire and clarify

Create togetherness

Find better ways

Enable change

SOURCES OF PERFORMANCE INDICATORS

Relevant sources of Performance Indicators to contribute to the purpose of the job

tbc

KEY PREVIOUS EXPERIENCES AND PROVEN SKILLS

Key previous experience and skills needed before the job can be taken up

Proven training in (computer) engineering, computer science, econometrics, mathematics or equivalent

Experience and knowledge of working with large datasets and distributed computing architectures
Knowledge of coding (R and/or Python) and development of artificial intelligence applications
Preferred: Experience in statistical analysis and statistical software
Preferred: Experience in data processing and analysis
Preferred: Experience in working in an Agile or DevOps working set-up
Preferred: Experience in software engineering

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Preferred: Knowledge of Zeus Brand, culture, values and way of working

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COMPETENCE PROFILE

ORGANISATIONAL SETUP

JOB TITLE	UX/UI Designer
FUNCTION	Group Digital
REPORTS TO	UX/UI Design Chapter Lead
MATRIX	N/A

PURPOSE

PURPOSE OF FUNCTION	**PURPOSE OF JOB**
How the function contributes to the business of Zeus	How the job contributes to the purpose of the function
We set the digital agenda to keep Zeus leading in an uncertain and fast moving environment. We drive the development, provision and operation of our digital products and services through the use of new and existing technology and agile delivery methods to deliver at pace. At the same time, we provide a home for digital skills to both develop and extend the technical, people and business skills needed to ensure continuous development and growth of our digital capability.	To maximise the digital customer to create a seamless journey for all customers to drive higher customer satisfaction, engagement and conversion. At the same time, continuously support the development of digital products that enhance customer experience. To connect customers to digital product and services through intuitive interfaces and transformative user experiences.

ASSIGNMENTS

Job specific key tasks and responsibilities

 Provide input into defining, and support implementation of the User Experience (UX) & Design strategy

 Provide insight into discussions to develop and maintain the right focus on user experience and enable effortless, intuitive and reliable interactions between Zeus and its customers

 Use the insight from the Data Science & Analytics teams to understand user/customer behaviours, using this data to inform designs for use interfaces to improve the user experience

 Create concept sketches, user flow diagrams, wireframes, prototypes, and detailed interaction specifications, as needed to support the definition of the story for the Product development team

 Participate in digital initiatives that positively impact user experience, loyalty and increase conversion

 Monitor changing customer behaviours and develop strategies to enhance Zeuss customer proposition

 Maintain an excellent understanding of customers profiles and personas to inform designs and experiences

 Together with senior team members, work closely with the Zeus Experience team to drive conversion through the improvement and consistency of the customer journey through all customer touch points

 Work across initiatives within ZEUS Group, steering solutions towards the correct focus on customer experience

COMPETENCES	MOTIVATION
"Competence is knowledge, motivation and capability to perform in all situations and activities the assignment requires."	
Knowledge of UI design for digital products and services	Passion for creating digital products and experiences that resonate emotionally with customers
Knowledge of changing digital trends in order to understand potential innovative solutions that meet customer needs	Passionate about the behaviours of the many people as users and motivated to drive business growth by ensuring an exceptional customer experience
Experience in designing and managing digital and mobile experiences	Motivated to keep learning and to forget the obsolete
Experience of UX/UI design across multiple digital channels, web and mobile	Energized by working both independently and interdependently and cross functions
Experience of working in an agile, highly collaborative team and working directly with developers for implementation of designs	Motivated to work agile and being open to the change
Knowledge of the digital transformation and technology in transforming retail business and its customer experience	Share and live the Zeus culture and values
Good written and verbal communication skills, with the ability to communicate with business-leaders	
Knowledge of Zeuss corporate identity, core values and vision of creating a better everyday life for the many people	

CAPABILITIES JOB-SPECIFIC CAPABILITIES	LEADERSHIP CAPABILITIES
	Leadership is everyone's responsibility at Zeus. Leadership behaviours differ depending on your position and your level of leadership – leading myself, leading others, leading leaders and leading matrix partners.
Knowledge of user-centred design, theory and practise	Develop the business and deliver results
Experience of delivering digital solutions with knowledge of web based solutions	Lead and develop people
UX design skills including drafting wireframes, information architecture and customer journey mapping	Inspire and clarify
Concept & UI Design skills	Create togetherness
Good interpersonal skills with the ability to build trustful relationships and capability to manage internal stakeholders in a business environment	Find better ways
Ability to demonstrate Zeus leadership skills, especially in interdependent leadership, by using sound judgements to make timely and effective decisions	

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▯ Actively acquires new knowledge and skills and champions new methods and processes to improve performance ▯ Ability to understand the complexity of Zeus business and the role of technology as an integrated part of the business	Enable change

SOURCES OF PERFORMANCE INDICATORS

Relevant sources of Performance Indicators to contribute to the purpose of the job

tbc

KEY PREVIOUS EXPERIENCES AND PROVEN SKILLS

Key previous experience and skills needed before the job can be taken up

Minimum of 2-3 years of experience in a UX/UI, Web Designer or equivalent roles
Experience in designing digital customer experiences
Experience in working as part of an Agile team
Experience in working in a data driven environment
Preferred: Knowledge of Zeus Brand, culture, values and way of working

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COMPETENCE PROFILE

ORGANISATIONAL SETUP

JOB TITLE	Digital Technology Engineer
FUNCTION	Group Digital
REPORTS TO	Technology Capability Manager
MATRIX	tbc

PURPOSE

PURPOSE OF FUNCTION	PURPOSE OF JOB
How the function contributes to the business of Zeus	How the job contributes to the purpose of the function
We set the digital agenda to keep Zeus leading in an uncertain and fast moving environment. We drive the development, provision and operation of our digital products and services through the use of new and existing technology and agile delivery methods to deliver at pace. At the same time, we provide a home for digital skills to both develop and extend the technical, people and business skills needed to ensure continuous development and growth of our digital capability.	To support high quality digital operations engineering practices combining low-level systems expertise with high-level distributed systems knowledge, monitoring expertise, and programming skills to support the product delivery teams across the Group Digital.

ASSIGNMENTS

Job specific key tasks and responsibilities

- Support maintaining, upgrading, optimising and ensuring maximum uptime of live, pre-production and dev environments
- Supporting the deployment of applications
- Monitoring, running edge proxies, operating databases and caches
- Running message brokers and distributed system services
- Running schedulers and configuring servers
- Support in managing DNS setups across various hosted providers
- Support renewal of SSL certs
- Configuring firewalls, subnets, or VLANS
- Troubleshooting and fixing (or escalating) application, network, system and database issues
- Participating in the implementation of new system and infrastructure projects
- Help ensure that systems monitoring setup is robust and properly structured
- Assisting the various Platform Teams with tasks that require optimisation/modifications to the current infrastructure
- Help developing and maintaining the right toolsets required for running a specific system
- Apply and adhere to good practice digital operations engineering practices within an agile/iterative development approach
- Provide support and guidance as needed to other engineers within the development team encouraging good practices
- Work across initiatives within ZEUS Group, helping to steer towards data-driven solutions

COMPETENCES

"Competence is knowledge, motivation and capability to perform in all situations and activities the assignment requires."

KNOWLEDGE	MOTIVATION

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Knowledge of operations engineering practices including BDD, TDD, test automation, DevOps, with knowledge and experience of using industry standard toolsets	Passionate about delivery of high quality software
Knowledge of toolsets such as nginx, MySQL, Consul, Kubernetes, Kafka, Chef, Puppet, Varnish	Passionate about technology and innovation
Knowledge of working in agile/iterative software development teams, with an emphasis on self-organisation and delivery to agreed commitments	Motivated to come up with innovative ways of working
Knowledge of design and architecture concepts (i.e. microservices) and ability to apply knowledge within the development cycle	Energized by working both independently and interdependently with the software engineering network and cross functions
Knowledge of agile development practices, in which requirements and solutions evolve through the collaborative effort of self-organizing cross-functional teams	Motivated to work agile and being open to the change
Knowledge of Zeuss corporate identity, core values and vision of creating a better everyday life for the many people	Share and live the Zeus culture and values

CAPABILITIES

JOB-SPECIFIC CAPABILITIES	LEADERSHIP CAPABILITIES
Ability to develop high quality code using and applying good practices	Leadership is everyone's responsibility at Zeus. Leadership behaviours differ depending on your position and your level of leadership – leading myself, leading others, leading leaders and leading matrix partners.
Ability of agile working and continuous improvement within the software engineering function	Develop the business and deliver results
Ability to actively acquire new knowledge and skills and leverages new methods, digital systems and processes to improve performance	Lead and develop people
Ability to change direction as appropriate based on new ideas, approaches, and strategies, with senior guidance	Inspire and clarify
Ability to collaborate with others (incl. virtual) to achieve goals	Create togetherness
Ability to understand the complexity of Zeus business and the role of technology as an integrated part of the business	Find better ways
	Enable change

SOURCES OF PERFORMANCE INDICATORS

Relevant sources of Performance Indicators to contribute to the purpose of the job

tbc

KEY PREVIOUS EXPERIENCES AND PROVEN SKILLS

Key previous experience and skills needed before the job can be taken up

Proven training in computer science or any engineering equivalent

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Knowledge of the specific or similar tech stack for the particular product or platform
Preferred: Experience as software engineer in the tech stack for the particular product or platform
Preferred: Knowledge of Zeus Brand, culture, values and way of working

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Preferred: Experience in working in an Agile and DevOps working set-up

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COMPETENCE PROFILE

ORGANISATIONAL SETUP

JOB TITLE	Security Engineer
FUNCTION	Group Digital
REPORTS TO	Security Engineering Chapter Lead
MATRIX	tbc

PURPOSE

PURPOSE OF FUNCTION	PURPOSE OF JOB
How the function contributes to the business of Zeus	How the job contributes to the purpose of the function
We set the digital agenda to keep Zeus leading in an uncertain and fast moving environment. We drive the development, provision and operation of our digital products and services through the use of new and existing technology and agile delivery methods to deliver at pace. At the same time, we provide a home for digital skills to both develop and extend the technical, people and business skills needed to ensure continuous development and growth of our digital capability.	To work with ensuring the required level of IT security for applications, systems and platforms in the Group Digital, including proactively monitoring the cyber security policies surrounding the IT-systems and keeping them up to date.

ASSIGNMENTS

Job specific key tasks and responsibilities

 Ensure the required level of IT security for applications, systems and platforms in Group Digital

 Working in agile teams in the capability area, supporting a security and privacy by design approach to digital, aiming to have security and privacy controls built-in rather than bolted-on to reduce risk exposure

 Support development of technical solutions and new security tools to help mitigate security vulnerabilities and automate repeatable tasks

 Assist the product development teams in applying security engineering policies

 To conduct monitoring of cyber security policies surrounding the IT systems and proactively keep them up-to-date to emerging trends and threats Updating the common Group Digital site on standards and methods when necessary to ensure alignment across Group Digital Work across initiatives within ZEUS Group, steering towards solutions that fit within the boundaries of the data governance framework

COMPETENCES

"Competence is knowledge, motivation and capability to perform in all situations and activities the assignment requires."

KNOWLEDGE	MOTIVATION
Knowledge of current and emerging cyber security threats and their impacts in eCommerce/digital channels and the digital landscape	Passionate about understanding emerging cyber security threats and mitigating their possible impacts on the business environment
Knowledge of software engineering practices including BDD, TDD, test automation, DevOps, code versioning, with knowledge and experience of using industry standard toolsets	Motivated to keep learning and to forget the obsolete
Knowledge of information security best practice, architecture standards, tools and methods, across policy, process and technology	Energized by working both independently and interdependently in the cyber security network and cross functions

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- Knowledge on cyber security reporting, including measurement of risks and compliance Knowledge of the fast moving data technology landscape
- Understanding of design and architecture concepts (i.e. microservices) and ability to apply knowledge within the development cycle
- Experience with DevOps and agile development practices, in which requirements and solutions evolve through the collaborative effort of self-organizing cross-functional teams
- Knowledge of Zeuss corporate identity, core values and vision of creating a better everyday life for the many people
- Motivated to work agile and being open to the change
- Share and live the Zeus culture and values

CAPABILITIES

JOB-SPECIFIC CAPABILITIES

- High level of personal integrity, as well as the ability to professionally handle confidential matters and show an appropriate level of judgement and maturity
- Ability to capture, interpret and translate cyber security requirements into requirements of data architecture, database technology and data model design
- Ability to work effectively in times of change and uncertainty, with the business goals and co-workers in focus
- Actively acquires new knowledge and skills and leverages new methods and processes to improve performance
- Ability to understand the complexity of Zeus business and the role of technology as an integrated part of the business

LEADERSHIP CAPABILITIES

Leadership is everyone's responsibility at Zeus. Leadership behaviours differ depending on your position and your level of leadership – leading myself, leading others, leading leaders and leading matrix partners.

Develop the business and deliver results

Lead and develop people

Inspire and clarify

Create togetherness

Find better ways

Enable change

SOURCES OF PERFORMANCE INDICATORS

Relevant sources of Performance Indicators to contribute to the purpose of the job

tbc

KEY PREVIOUS EXPERIENCES AND PROVEN SKILLS

Key previous experience and skills needed before the job can be taken up

Proven training in computer science or any engineering equivalent
Minimum of 1-3 years of experience as software engineer, preferably within cyber security
Preferred: Experience working in an Agile and DevOps working set-up
Preferred: Experience with ethical hacking and penetration testing
Preferred: Knowledge of Zeus Brand, culture, values and way of working

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COMPETENCE PROFILE

ORGANISATIONAL SETUP

JOB TITLE	Digital Project Leader/Manager
FUNCTION	Group Digital
REPORTS TO	Digital Project Office Manager
MATRIX	tbc

PURPOSE OF FUNCTION	**PURPOSE OF JOB**
How the function contributes to the business of Zeus	How the job contributes to the purpose of the function
We set the digital agenda to keep Zeus leading in an uncertain and fast moving environment. We drive the development, provision and operation of our digital products and services through the use of new and existing technology and agile delivery methods to deliver at pace.	Responsible for planning, driving, leading and delivering projects within Group Digital's project office. To manage dependencies and develop and execute change control.
At the same time, we provide a home for digital skills to both develop and extend the technical, people and business skills needed to ensure continuous development and growth of our digital capability.	To lead, coach and develop the digital project team members, driving consistency of ways of working and promoting best practices in project execution.

ASSIGNMENTS

Job specific key tasks and responsibilities

- Responsible for planning, managing and delivery of assigned projects within the project office, including time, cost, scope and quality, with some support from senior colleagues
- Identify, mitigate, monitor and control risks
- Manage dependencies and interfaces between projects and line organization
- With support from internal purchasing organization, manage procurement and vendor relations within project, including follow up on performance and deliveries from vendor
- Perform project reporting, through providing Digital Project Office Manager with key milestones updates and content for measuring and following up project quality and performance
- Drive continuous improvement of project quality and performance in assigned projects
- Manage stakeholders by identifying stakeholders, planning for stakeholder management and following up on engagement

- Provide Digital Project Office Manager with insight to the resource capacity- and resource planning
- Work in compliance with all aspects of how we work with projects (quality assurance process, plan, process, execution, steering and follow up)
- Lead, coach and develop project team members, promoting best practice in project execution

COMPETENCES

"Competence is knowledge, motivation and capability to perform in all situations and activities the assignment requires."

KNOWLEDGE	**MOTIVATION**
Knowledge and experience in project management, including managing and leading teams and stakeholders	Appreciate the mix of strategic thinking and turning architecture trends and requirements into practice
Knowledge of project governance processes including risk management techniques	Passionate about leading, inspiring and developing people
Knowledge of required roles, skills and capabilities for digital organisations	Motivated to keep learning and to forget the obsolete
Extensive ability to set goals, follow through, deliver and follow up	Energized by working both independently and interdependently and cross functions

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- Experience of using a data-driven approach to decision making, both in day-to-day management and in making strategic trade-offs
- Motivated to work agile and being open to the change
- Excellent written and verbal communication skills, with the ability to engage and communicate with senior business-leaders and Technology Leadership
- Share and live the Zeuss culture and values
- Knowledge of Zeuss corporate identity, core values and vision of creating a better everyday life for the many people

CAPABILITIES

JOB-SPECIFIC CAPABILITIES	LEADERSHIP CAPABILITIES
Strong leadership capabilities	Leadership is everyone's responsibility at Zeus. Leadership behaviours differ depending on your position and your level of leadership – leading myself, leading others, leading leaders and leading matrix partners.
Experience of managing and delivering programmes/projects	Develop the business and deliver results
Strong interpersonal skills with the ability to build trustful relationships	Lead and develop people
Coordinates and directs activities (incl. virtual) to help achieve project objectives	Inspire and clarify
Ability to direct effort to achieve long-term business objectives	Create togetherness
Ability to demonstrate strong Zeus leadership skills, by using sound judgements to make timely and effective decisions	Find better ways
Ability to understand the complexity of Zeus business and the role of technology as an integrated part of the business	Enable change

SOURCES OF PERFORMANCE INDICATORS

Relevant sources of Performance Indicators to contribute to the purpose of the job

tbc

KEY PREVIOUS EXPERIENCES AND PROVEN SKILLS

Key previous experience and skills needed before the job can be taken up

Proven advanced training in Project Management or equivalent
Proven analytical skills and experience making decisions based on hard and soft data
Knowledge and experience working with various technology platforms
Preferred: Minimum of 1-3 years of experience in leading projects, preferably in a technical environment Preferred: Strong documented leadership skills and successful track record of managing business change
Preferred: Knowledge of Zeus Brand, culture, values and way of working

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COMPETENCE PROFILE

ORGANISATIONAL SETUP

JOB TITLE	Software Engineer
FUNCTION	Group Digital
REPORTS TO	Software Engineering Chapter Lead
MATRIX	tbc

PURPOSE

PURPOSE OF FUNCTION	**PURPOSE OF JOB**
How the function contributes to the business of Zeus	How the job contributes to the purpose of the function
We set the digital agenda to keep Zeus leading in an uncertain and fast moving environment. We drive the development, provision and operation of our digital products and services through the use of new and existing technology and agile delivery methods to deliver at pace. At the same time, we provide a home for digital skills to both develop and extend the technical, people and business skills needed to ensure continuous development and growth of our digital capability.	To work with high quality software development and deployment at Zeus applying standards for software engineering using agile practices that support delivery and rapid, continuous, frequent software delivery. Specifically to design, develop, test, deploy, maintain and improve software used to support the Zeus business in a fast changing digital world.

ASSIGNMENTS

Job specific key tasks and responsibilities

- Development of high quality (software) code which has been tested and is ready to be shipped applying and using good practices and agreed standards
- Development of high-quality software design and architecture
- Work in agile teams in across the capability areas, contributing to the development and maintenance of products and solutions
- Apply and adhere to good practice software engineering practices (e.g. DRY principles, TDD and BDD, continuous integration, automated tests, pair programming, code reviews) within an agile/iterative development approach including validation and verification testing
- Ensure good understanding of each user story and the expected outcome, asking for further detail when required
- Contributing to the continuous development of standards against which software development should take place as well as exploring and bring in new technologies to boost innovation and development productivity
- Support the common Digital Unit site on standards and methods when necessary to ensure alignment across the Digital Unit
- Work across initiatives within ZEUS Group, driving the development of different engineering patterns for different types of solutions

COMPETENCES

"Competence is knowledge, motivation and capability to perform in all situations and activities the assignment requires."

KNOWLEDGE	**MOTIVATION**
Knowledge of software engineering principles	Passionate about delivery of high quality software
Knowledge of software engineering practices including BDD, TDD, test automation, DevOps, code versioning, with knowledge and experience of using industry standard toolsets	Passionate about technology and innovation
Experience of working in agile/iterative software development teams, including delivery to agreed commitments	Motivated to come up with innovative ways of working

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- Knowledge of design and architecture concepts (i.e. microservices) and ability to apply knowledge within the development cycle
- Knowledge of the respective technology capability areas products and services, as well as relevant cloud services
- Experience with agile development practices, in which requirements and solutions evolve through the collaborative effort of self-organizing cross-functional teams
- Knowledge of Zeuss corporate identity, core values and vision of creating a better everyday life for the many people
- Energized by working both independently and interdependently with the software engineering network and cross functions
- Motivated to work agile and being open to the change
- Share and live the Zeus culture and values

CAPABILITIES

JOB-SPECIFIC CAPABILITIES

- Ability to develop high quality code using and applying good practices
- Ability to think logically and in a structured way
- Actively acquires new knowledge and skills and champions new methods, digital systems and processes to improve performance
- Changes direction as appropriate based on new ideas, approaches, and strategies
- Collaborates with others (incl. virtual) to achieve goals
- Ability to understand the complexity of Zeus business and the role of technology as an integrated part of the business

LEADERSHIP CAPABILITIES

Leadership is everyone's responsibility at Zeus. Leadership behaviours differ depending on your position and your level of leadership – leading myself, leading others, leading leaders and leading matrix partners.

Develop the business and deliver results
Lead and develop people

Inspire and clarify

Create togetherness
Find better ways

Enable change

SOURCES OF PERFORMANCE INDICATORS

Relevant sources of Performance Indicators to contribute to the purpose of the job

tbc

KEY PREVIOUS EXPERIENCES AND PROVEN SKILLS

Key previous experience and skills needed before the job can be taken up

Proven training in computer science or any engineering equivalent
Preferred: Experience as software engineer and knowledge in the specific tech stack for the particular product or platform team
Preferred: Experience in working in Agile and/or DevOps working set-up
Preferred: Knowledge of Zeus Brand, culture, values and way of working

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COMPETENCE PROFILE

ORGANISATIONAL SETUP

JOB TITLE	Scrum Master
FUNCTION	Group Digital
REPORTS TO	Scrum Master Chapter Lead
MATRIX	tbc

PURPOSE

PURPOSE OF FUNCTION	**PURPOSE OF JOB**
How the function contributes to the business of Zeus	How the job contributes to the purpose of the function
We set the digital agenda to keep Zeus leading in an uncertain and fast moving environment. We drive the development, provision and operation of our digital products and services through the use of new and existing technology and agile delivery methods to deliver at pace. At the same time, we provide a home for digital skills to both develop and extend the technical, people and business skills needed to ensure continuous development and growth of our digital capability.	To guide and coach the scrum team, ensuring the team applies scrum principles appropriately and that the agile events take place.

ASSIGNMENTS

Job specific key tasks and responsibilities

 Responsible for organization of the product teams to ensure that key scrum events take place and are effective in achieving their purpose

 Participate/lead key scrum events as part of the capability area cadence and ceremony schedule

 Organise and run sprint planning meetings, ensuring the team reach a collective agreement on the user stories that will be accepted into the sprint (i.e. there is an agreed sprint backlog and sprint plan)

 Organise and run the daily scrum meetings (stand ups) and ensuring there is active participation from the team

 Provide transparency and visibility on the team's activity/progress through the use of shared tools and reports

 Track and use empirical data of scrum team story points commitment and completion through historic sprints to inform estimating and drive for improvement in overall velocity

 Identify and remove any potential impediments/blockers to the delivery of the agreed sprint commitment and manage any emerging dependencies throughout the sprint, escalating where necessary

 Advocate and demonstrate the benefits of the Agile Process in the wider organisation and build agile capability, both across the organization and within the Digital organisation Work across initiatives within ZEUS Group

COMPETENCES

"Competence is knowledge, motivation and capability to perform in all situations and activities the assignment requires."

KNOWLEDGE	**MOTIVATION**
Experience with agile development practices and working in scrum teams, in which requirements and solutions evolve through the collaborative effort of self-organizing cross-functional teams.	Passionate about agile and scrum and implementing good practices
Extensive knowledge of Scrum events and artefacts Intermediate knowledge of software development practices and execution within an retail, e-commerce & digital channels environment	Passionate about digital products Energized by leading, coaching and developing people

- Knowledge of Zeuss corporate identity, core values and vision of creating a better everyday life for the many people
- Motivated to work agile and being open to the change
- Share and live the Zeus culture and values

CAPABILITIES

JOB-SPECIFIC CAPABILITIES	LEADERSHIP CAPABILITIES
Ability to lead, motivate and influence teams particularly in complex and challenging environments	Leadership is everyone's responsibility at Zeus. Leadership behaviours differ depending on your position and your level of leadership – leading myself, leading others, leading leaders and leading matrix partners.
Uses sound judgment to make timely and effective decisions	Develop the business and deliver results
Proactive in problem solving particularly in navigating through blockers and obstacles	Lead and develop people
Ability to build, maintain and collaborate in relations across multiple functions and seniority levels	Inspire and clarify
Ability to continuously improve and shape the agile approach to suit the Digital organization	Create togetherness
Excellent team working, collaboration and communication skills	Find better ways
Ability to understand the complexity of Zeus business and the role of technology as an integrated part of the business	Enable change

SOURCES OF PERFORMANCE INDICATORS

Relevant sources of Performance Indicators to contribute to the purpose of the job

tbc

KEY PREVIOUS EXPERIENCES AND PROVEN SKILLS

Key previous experience and skills needed before the job can be taken up

Proven advanced training in Computer science or equivalent and scrum master certified
Demonstrable knowledge of Scrum principles in theory and practise
Minimum of 5 years of experience as Scrum Master
Experience of using work management tools such as Jira
Experience with different Scrum patterns and techniques
Strong documented leadership skills
Preferred: Experience as a software developer
Preferred: Knowledge of Zeus Brand, culture, values and way of working

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COMPETENCE PROFILE

ORGANISATIONAL SETUP

JOB TITLE	Agile Coach
FUNCTION	Group Digital
REPORTS TO	Agile Coaching Chapter Lead
MATRIX	tbc

PURPOSE

PURPOSE OF FUNCTION	PURPOSE OF JOB
How the function contributes to the business of Zeus	How the job contributes to the purpose of the function
We set the digital agenda to keep Zeus leading in an uncertain and fast moving environment. We drive the development, provision and operation of our digital products and services through the use of new and existing technology and agile delivery methods to deliver at pace. At the same time, we provide a home for digital skills to both develop and extend the technical, people and business skills needed to ensure continuous development and growth of our digital capability.	To be responsible for the enablement of an agile way of working and maintaining an agile way of working in the capability areas, with the purpose of improving overall team performance.

ASSIGNMENTS

Job specific key tasks and responsibilities

 Responsible for the enablement of an agile way of working, by modelling behaviours, actively embedding cross-functional collaboration and actively creating and maintaining an agile culture within the capability areas

 Bring continuous improvement and MVP mindset to the work of the agile teams

 Enable agile teams to realize their mission and deliver on their KPI's, by helping to anticipate and resolve potential blockers

 Observe and engage with individual agile team members to identify opportunities to improve their agile performance

 Provide training and resources to equip members of the capability area with management practices to enhance their Agile maturity

 Advocate and demonstrate the benefits of the Agile Process in the wider organisation and build agile capability, both across the organization and within the Digital organisation Work across initiatives within ZEUS Group

KNOWLEDGE	MOTIVATION
Knowledge of coaching and developing people and teams, and in influencing behaviour change	Passionate about Agile principles and excited to embed them across the organization
Extensive knowledge of Agile practices and knowledge on how to apply these while working in Agile teams	Passionate about coaching and supporting people to adjust and embrace changes
Extensive knowledge of Scrum events and artefacts and ideally experience in a scrum master role	Energized by leading, coaching and developing people
Knowledge and experience of DevOps (CI/CD and deployment techniques)	Motivated to work agile and being open to the change
Knowledge of Zeuss corporate identity, core values and vision of creating a better everyday life for the many people	Share and live the Zeus culture and values

CAPABILITIES

JOB-SPECIFIC CAPABILITIES	LEADERSHIP CAPABILITIES

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Ability to apply innovative and creative thinking in order to solve problems and get things done	Leadership is everyone's responsibility at Zeus. Leadership behaviours differ depending on your position and your level of leadership – leading myself, leading others, leading leaders and leading matrix partners.
Ability to lead, motivate and influence teams particularly in complex and challenging environments	Develop the business and deliver results
Ability to use sound judgment to make timely and effective decisions	Lead and develop people
Ability to challenge, advise and build relationships with various stakeholders of different seniority levels	Inspire and clarify
Ability to motivate and inspire others within their role/team	Create togetherness
Ability to continuously improve and shape the agile approach to suit the Digital organization	Find better ways
Excellent team working, collaboration and communication skills	Enable change
Ability to understand the complexity of Zeus business and the role of technology as an integrated part of the business	

SOURCES OF PERFORMANCE INDICATORS

Relevant sources of Performance Indicators to contribute to the purpose of the job

tbc

KEY PREVIOUS EXPERIENCES AND PROVEN SKILLS

Key previous experience and skills needed before the job can be taken up

Proven advanced training in information technology, computer science or equivalent and scrum master certified
Demonstrable knowledge of Agile principles in theory and practise
Minimum 5 years of experience in working with or in Agile software delivery teams
Experience as a Scrum Master
Experience of using work management tools such as Jira
Strong documented leadership skills
Preferred: Knowledge of Zeus Brand, culture, values and way of working

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COMPETENCE PROFILE

ORGANISATIONAL SETUP

JOB TITLE	Product Owner
FUNCTION	Group Digital
REPORTS TO	Product Manager
MATRIX	tbc

PURPOSE

PURPOSE OF FUNCTION	PURPOSE OF JOB
How the function contributes to the business of Zeus	How the job contributes to the purpose of the function
We set the digital agenda to keep Zeus leading in an uncertain and fast moving environment. We drive the development, provision and operation of our digital products and services through the use of new and existing technology and agile delivery methods to deliver at pace. At the same time, we provide a home for digital skills to both develop and extend the technical, people and business skills needed to ensure continuous development and growth of our digital capability.	To prioritize, coordinate and manage the development and deployment of innovative digital products as well as ensuring that the development stay aligned with the set out business goals and KPI benefits. To work collaboratively with other Product Owners and Managers to actively manage the digital product backlog as well as working with chapter leads to ensure sufficient resources and functional expertise in the agile team.

ASSIGNMENTS

Job specific key tasks and responsibilities

- Responsible for maximizing the business results and customer value resulting from the development and deployment of digital products by making trade-off decisions as needed
- Support the Product Manager in developing the product roadmap
- Ensure they have a good understanding of the product roadmap and vision as defined by the Product Manager to inform the creation and prioritization of the backlog
- Actively manage the digital product backlog including clearly expressing product backlog items and prioritizing items based on business goals and optimization of work in the agile team
- Involvement in sprint planning meetings to help provide clarity and elaborate features and user stories to help the team better understand the requirements and how success will be measured
- Define and deliver acceptance criteria and the 'Definition of Done' working collaboratively with the rest of the team
- Where needed work with customers to understand and qualify their needs and requirements, ensuring they are included and integrated into the product as needed
- Act as a subject matter expert for Product teams, providing insight, context and additional information as needed to help understanding of what is required
- Working collaboratively with other Product Owners & Managers across Digital to refine the backlog and identify cross journey dependencies
- Engage with Chapter Leads regarding resources and functional expertise required in the agile team
- Work cross-functional to ensure that the agile team has what is needs and remove blockers that prevent the agile team to maximize the delivery of digital products

COMPETENCES

"Competence is knowledge, motivation and capability to perform in all situations and activities the assignment requires."

KNOWLEDGE	MOTIVATION

Extensive knowledge of the market/area within which the Product they are responsible for developing will be deployed and used	Passionate about the product area they are responsible for, demonstrated in developing a product vision based on market knowledge, ability to research and both take and form ideas based on this
Knowledge of the technology landscape in eCommerce, digital channels and retail particularly in technology that is relevant to their product area	Passionate about being at the leading edge of technology and digital innovation
Extensive experience with agile development practices, particularly owning and running specific agile events such as backlog refinement and sprint reviews	Appreciate the mix of strategic thinking and turning software engineering trends into practice
Experience in developing/writing user stories	Motivated to keep learning and to forget the obsolete
Comfortable leading, directing, and empowering team members without formal management authority	Energized by working both independently and interdependently and cross functions
Bring a data-driven approach to decision making, both in day-to-day management and in making strategic trade-offs	Motivated to work agile and being open to the change
Knowledge of Zeuss corporate identity, core values and vision of creating a better everyday life for the many people	Share and live the Zeus culture and values

CAPABILITIES

JOB-SPECIFIC CAPABILITIES	**LEADERSHIP CAPABILITIES**
Demonstrates a combination of a technical engineering knowledge and an effective people manager	Leadership is everyone's responsibility at Zeus. Leadership behaviours differ depending on your position and your level of leadership – leading myself, leading others, leading leaders and leading matrix partners.
Ability to apply agile analysis techniques for creating user stories and acceptance criteria	Develop the business and deliver results
Ability to take ownership and make effective decisions	Lead and develop people
Delivery focused with excellent attention to detail and drive to resolve issues	Inspire and clarify
Coordinates and directs activities (incl. virtual) to help achieve business objectives.	Create togetherness
Directs effort to achieve long-term business objectives	Find better ways
Stimulates creative ideas and perspectives that add value	Enable change
Ability to demonstrate strong Zeus leadership skills, by using sound judgements to make timely and effective decisions	

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 Ability to understand the complexity of Zeus business and the role of technology as an integrated part of the business

SOURCES OF PERFORMANCE INDICATORS

Relevant sources of Performance Indicators to contribute to the purpose of the job

tbc

KEY PREVIOUS EXPERIENCES AND PROVEN SKILLS

Key previous experience and skills needed before the job can be taken up

Minimum of 5 years of progressive and diverse experience in digital product development
Demonstrable experience in working in an Agile or DevOps working set-up
Strong business acumen and a strategic & commercial mind-set
Knowledge and experience working with various technology platforms
Experience working with and understanding the needs of customers or clients (internal or external)
Ability to lead a cross-functional team through influence
Proven analytical skills and experience making decisions based on hard and soft data
Strong communication skills with business and technical stakeholders
Strong team working and collaboration skills
Preferred: Knowledge of Zeus Brand, culture, values and way of working

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COMMON GLOBAL COMPETENCE PROFILE

Organisational setup

JOB TITLE	Engineering Manager
FUNCTION	Group Digital
REPORTS TO	Product Engineering Manager
MATRIX	N/A
MATRIX RESPONSIBILITY	YES ☐ NO ☒

Purpose

PURPOSE OF FUNCTION	**PURPOSE OF JOB**
How the function contributes to the business of Zeus	How the job contributes to the purpose of the function
We set the digital agenda to keep Zeus leading in an uncertain and fast-moving environment. We drive the development, provision and operation of our digital products and services through the use of new and existing technology and agile delivery methods to deliver at pace. At the same time, we provide a home for digital skills to both develop and extend the technical, people and business skills needed to ensure continuous development and growth of our digital capability.	Accountable for the technical delivery within our digital organisation. Provide technical domain knowledge, architectural leadership and coach the teams in high class standards for software engineering and operations. Help the teams drive a cloud first agenda, adhere to modern software engineering principles, utilize the proper tools, and automate everything to enable the specified business outcomes.

ASSIGNMENTS

Job specific key tasks and responsibilities

• Accountable for one or multiple products in terms of the efficiency, quality, and effective implementation and service operations of the technical deliverables that support the overarching product owner's roadmap • Work closely with the assigned product owners and all groups within the Digital Technology organisation in order to deliver the assigned digital products and services • Lead and organise a team of software engineers following lean and DevOps principles to implement, evolve, support and own the software and system components to Group Digital quality standards • Lead, inspire, motivate a multi-discipline software product team • Responsible for recruitment, performance, competence and career development of individuals in the team • Help build a digital mindset and an engineering culture that is accountability and results orientated. • Encourage the team to continuously improve processes • Manage all technical resources and capacity plans within budget and time frame

Competences

"Competence is knowledge, motivation and capability to perform in all situations and activities the assignment requires."

KNOWLEDGE	**MOTIVATION**

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• Extensive knowledge of software engineering from ground up, e.g. you will need to lead by example • Extensive knowledge of software engineering practices including Behaviour Driven Development, Test Driven Development, test automation, DevOps, code versioning • Broad knowledge of using industry standard toolsets • Knowledge of design and architecture concepts (i.e. microservices) • Knowledge of the respective technology capability area's products and services, as well as relevant cloud services • Understanding of the needs of the service management and operations phase, including L2/L3 support, incident and problem management • Good knowledge of the Zeus Concept, brand identity and Zeus Culture & values

• Passionate about delivering of high-quality software • Passionate about technology and innovation • Passionate about leading large multi-discipline teams • Energized by working both independently and interdependently and cross functions • Motivated by the Zeus culture & values

LEADERSHIP CAPABILITIES

Leadership is everyone's responsibility at Zeus. Leadership behaviours differ depending on your position and your level of leadership – leading myself, leading others, leading leaders and leading matrix partners.

 Build Strong Relationships
 Collaborate & Co-create
 Create customer value
 Lead with Zeus Values
 Inspire & Clarify
 Unleash Entrepreneurs

CAPABILITIES

Job-specific capabilities

• Ability to develop high quality code using and applying good practices • Ability of agile working and continuous improvement within the software engineering function, encouraging simplicity, efficiency, ownership and accountability • Ability to apply knowledge within the development cycle • Ability to lead, coach, motivate and develop team members • Ability to actively acquire new knowledge and skills and champion new methods, digital systems and processes to improve performance • Ability to understand the complexity of Zeus business and the role of technology as an integrated part of the business

Sources of performance indicators

Relevant sources of Performance Indicators to contribute to the purpose of the job

• Digital strategy implementation progress • Leadtime from idea to production • Reduction of technical debt • Leadership index

Key previous experiences and proven skills

Key previous experiences and proven skills

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Formal qualifications in computer science or any engineering equivalent Minimum 5 years of experience as software engineer Minimum 5 years of experience in the specific tech stack for the particular product or platform Experience in working in an Agile and DevOps working set-up Experience as a manager of software engineering teams and strong leadership skills Experience with leading in change

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COMPETENCE PROFILE

ORGANISATIONAL SETUP

JOB TITLE	Search Engine Optimization Specialist
FUNCTION	Group Digital
REPORTS TO	SEO Team Leader
MATRIX	N/A

PURPOSE

PURPOSE OF FUNCTION	**PURPOSE OF JOB**
How the function contributes to the business of Zeus	How the job contributes to the purpose of the function
We set the digital agenda to keep Zeus leading in an uncertain and fast moving environment. We drive the development, provision and operation of our digital products and services through the use of new and existing technology and agile delivery methods to deliver at pace.	Contribute to Zeus goals for growth and positioning by improving the organic search optimization in the digital channels, both internal and external, where Zeus is present.
At the same time, we provide a home for digital skills to both develop and extend the technical, people and business skills needed to ensure continuous development and growth of our digital capability.	Execute SEO strategy to support the traffic growth to Zeus.com, both in quantity and quality, to the desired customer experience and optimal conversion rate levels.

ASSIGNMENTS

Job specific key tasks and responsibilities

 Provide SEO (Search Engine Optimization) expertise in both onsite and offsite factors across all digital touchpoints to product teams in form of user stories, research and analytics feedback

 Analyzing, reviewing and implementing SEO updates and tactics across the digital touchpoints providing recommendations for content and technology to increase visibility on all major organic search players

 Perform ongoing keyword research and content optimization aggregated with a global scope

 Collaborate closely with SEM (Search Engine Marketing) to find the best balance across organic and paid search

 Collaborate cross-functional with content creators, markets and stakeholders to identify new SEO opportunities and develop common solutions

 Periodically report on SEO key performances indicators

 Use the insight from the Data Science & Analytics teams to understand search visibility, using this data to inform designs for use interfaces to improve the user experience

 Work across initiatives within ZEUS Group, steering solutions towards the correct focus on customer experience

COMPETENCES

"Competence is knowledge, motivation and capability to perform in all situations and activities the assignment requires."

KNOWLEDGE	**MOTIVATION**

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• Knowledge of the content strategy for SEO within Zeus
• Fundamental understanding of Search Engine Marketing (SEM)

• In-depth knowledge of digital analytics and related KPIs, as well as data handling and manipulation

• SEO-specific tools knowledge (e.g. GSC, BrightEdge, MajesticSEO, crawlers etc.)
• Fundamental knowledge of Content Management System (CMS) tools, debugging HTML, JavaScript and CSS
• Digital communication knowledge blended with Zeus tone of voice
• Fundamental knowledge of traffic acquisition, content optimization and conversion
• Up-to-date knowledge of customer behavior, trends, digital best practices, tools and methods

• Motivated by continuous improvement of SEO and attention to details
• Willingness and passion in transforming Zeus to be the world's leading multichannel home furnishing retailer
• Leading and acting the Zeus culture and values.

• Inspired by working in fast paced and complex environments
• Energized by contributing to overall success and results

• Motivated to work agile and being open to the change
• Share and live the Zeus culture and values

CAPABILITIES

JOB-SPECIFIC CAPABILITIES	LEADERSHIP CAPABILITIES
• Ability to derive trends and business insights, and turn them into requirements.	Leadership is everyone's responsibility at Zeus. Leadership behaviours differ depending on your position and your level of leadership – leading myself, leading others, leading leaders and leading matrix partners.
• Strong analytical skills, data driven approach with ability to analyze and break down large amounts of data.	Develop the business and deliver results Lead and develop people
• Ability to understand customer needs in the seamless experience to challenge the common ways of thinking.	Inspire and clarify Create togetherness Find better ways Enable change
• Ability to contextualize and communicate complex issues from an SEO perspective connected to other areas to generate buy-in and create solutions.	
• Ability to work and perform under pressure, with flexibility and simplicity	

SOURCES OF PERFORMANCE INDICATORS

Relevant sources of Performance Indicators to contribute to the purpose of the job

tbc

KEY PREVIOUS EXPERIENCES AND PROVEN SKILLS

Key previous experience and skills needed before the job can be taken up

Minimum of 3 years of progressive and diverse experience within a similar SEO role

Demonstrable experience in improving SEO metrics and working with platform migrations

Demonstrable experience in geographical targeting and local search

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Demonstrable experience with using a variety of Search Engine Optimization tools and platforms such as Google Search Console, Google Analytics, BrightEdge

Proven skills in working with all common Microsoft packages including strong Excel skills as well as in working with data scraping tools
Strong communication skills with business and technical stakeholders
Excellent language skills in written and spoken English
Preferred: Any additional language is a plus
Preferred: Knowledge of Zeus Brand, culture, values and way of working
Preferred: Proven HTML/CSS/JS coding skills

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COMPETENCE PROFILE

ORGANISATIONAL SETUP

JOB TITLE	Conversion Rate Optimization Specialist
FUNCTION	Group Digital
REPORTS TO	CRO Team Leader
MATRIX	tbc

PURPOSE

PURPOSE OF FUNCTION	**PURPOSE OF JOB**
How the function contributes to the business of Zeus	How the job contributes to the purpose of the function
We set the digital agenda to keep Zeus leading in an uncertain and fast moving environment. We drive the development, provision and operation of our digital products and services through the use of new and existing technology and agile delivery methods to deliver at pace.	Contribute to Zeus goals for growth and positioning by driving conversation rate optimization initiatives to test and optimize existing and new formats, layouts, capabilities and ways of working to increase conversion and secure one seamless digital experience to our visitors and customers.
At the same time, we provide a home for digital skills to both develop and extend the technical, people and business skills needed to ensure continuous development and growth of our digital capability.	Supporting the countries to attract and convert more consumers to customers by supporting local testing initiatives, support sharing and identify high value opportunities.

ASSIGNMENTS

Job specific key tasks and responsibilities

- Actively optimize the digital channel with the customer experience map in mind based on concrete facts gathered
- Analyzing and reviewing our digital touchpoints to identify opportunities and define, execute and follow up test plans
- Support the other digital functions in defining hypotheses and implementing AB and multivariate tests
- Gain insights from combining outcomes from quantitative and qualitative tests by working together with UX
- Work very closely with the data & analytics to follow up tests and improve the way of working in setting the right KPIs
- Share insights with key stakeholders in the organisation on how to improve conversion, the customer experience and
- Be an ambassador for “test & learn” thinking within the organisation, helping to build understanding by proactively
- Identify and suggest requirements for tools and functionalities needed to improve conversion rates by keeping close
- Work across initiatives within ZEUS Group, steering solutions towards the correct focus on customer experience

COMPETENCES

“Competence is knowledge, motivation and capability to perform in all situations and activities the assignment requires.”

KNOWLEDGE	MOTIVATION
Extensive knowledge of conversion optimization and extensive experience with A/B and multi variate testing	• Passion for customer experience and satisfaction in the digital arena and other touchpoints
• Knowledge of web analytics	• Willingness and passion in transforming Zeus to be the world’s leading multichannel home furnishing retailer
• Knowledge of UX principles and digital development	• Leading and acting the Zeus culture and values
Technical knowledge such as coding principles	• Inspired by working in fast paced and complex environments
Knowledge of the end user need in the Zeus multichannel shopping experience	• Energized by contributing to overall success and results through enabling lasting change
Knowledge of the customer and co-worker needs in the Zeus multichannel shopping experience.	• Motivated to work agile and being open to the change

Up-to-date with trends about digital best practices, tools and methods	• Share and live the Zeus culture and values

CAPABILITIES

JOB-SPECIFIC CAPABILITIES	**LEADERSHIP CAPABILITIES**
Ability to deliver insights and improvements based on A/B and MVT tests, in order to drive an optimal customer experience	Leadership is everyone's responsibility at Zeus. Leadership behaviours differ depending on your position and your level of leadership – leading myself, leading others, leading leaders and leading matrix partners.
Ability to facilitate problem resolution connected to the testing landscape	Develop the business and deliver results
Good analytical skills with the ability to identify business opportunities and customer needs in the seamless experience and challenge the common ways of thinking	Lead and develop people
Ability to strategise and implement acquisition, optimization and retention strategies across the customer experience journey	Inspire and clarify
Skilled in translating opportunities and challenges into concrete solutions, and able to collaborate with various technical and non-technical stakeholders	Create togetherness
Contextualize and communicate complex issues in the area of expertise to generate buy-in	Find better ways
Ability to communicate complex ideas in simple terms for effective collaboration with multiple stakeholders.	Enable change

SOURCES OF PERFORMANCE INDICATORS

Relevant sources of Performance Indicators to contribute to the purpose of the job

tbc

KEY PREVIOUS EXPERIENCES AND PROVEN SKILLS

Key previous experience and skills needed before the job can be taken up

Minimum of 2 year of progressive and diverse experience working with conversion rate optimization

Demonstrable experience in formulating hypotheses and developing A/B and MVT tests

Demonstrable experience in working in an digital agency, digital department or Ecommerce team

Demonstrated ability to effectively organise, prioritise and manage multiple demanding tasks and initiatives in parallel

Demonstrated conceptual and logical abilities; proven ability to think creatively as well as strategically and tactically

Ability to train and coach others in the basics of conversion rate optimization tactics and ways of working

Strong communication skills with business and technical stakeholders

Excellent language skills in written and spoken English

Preferred: Any additional language is a plus

Preferred: Knowledge of Zeus Brand, culture, values and way of working

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COMMON GLOBAL COMPETENCE PROFILE

Organisational setup

JOB TITLE	Infrastructure Engineer
FUNCTION	Group Digital Technology
REPORTS TO	Engineering Manager
MATRIX	NA
MATRIX RESPONSIBILITY	YES ☐ NO ☒

Purpose

PURPOSE OF FUNCTION	PURPOSE OF JOB
How the function contributes to the business of Zeus	How the job contributes to the purpose of the function
We set the digital agenda to keep Zeus leading in an uncertain and fast moving environment. We drive the development, provision and operation of our digital products and services through the use of new and existing technology and agile delivery methods to deliver at pace. At the same time, we provide a home for digital skills to both develop and extend the technical people and business skills needed to ensure continuous development and growth of our digital capability.	Provide professional operations engineering practices and delivers scalable infrastructure for efficient consumption in a hybrid environment, combining systems knowledge, monitoring expertise, and operations competence with programming/scripting skills to automate and simplify the current IT landscape and the future growth of Zeus.

ASSIGNMENTS

Job specific key tasks and responsibilities

• Be the technical resource in the area of responsibility and support current and future business within Digital Zeus. • Deliver infrastructure through automation and self-service capabilities for efficiency, availability and usability. • Maintain the continuous integration and continuous delivery pipeline. • Perform continuous improvements and innovation within the area of responsibility. • Maintain the provisioning, life cycle management, and availability of test and production environments. • Contribute to the development of infrastructure patterns to boost innovation and development productivity in Digital Zeus. • Ensures that Service Level Fulfilment and Business Development assignments are performed as per expectation for the area of responsibility. • Participate in the implementation of new technologies and infrastructure projects. • Apply and adhere to the digital engineering best practices within an agile/iterative development approach.

Competences

"Competence is knowledge, motivation and capability to perform in all situations and activities the assignment requires."

KNOWLEDGE	MOTIVATION
• Knowledge and experience of all aspects of Cloud computing, or extensive knowledge and experience of some aspects • Understanding of disciplines of enterprise digital development and technical architecture.• Understanding of technology trends and market best practices • Knowledge of relevant operations and engineering practices in area of responsibility. • Knowledge of Zeuss corporate identity, core values and vision of creating a better everyday life for the many people.	• Passionate about delivery of high-quality infrastructure, software and technology • Motivated to find new innovative ways of working by challenging the conventional and think outside the box. • Energized by working both independently and interdependently with operations, infrastructure and software engineering cross functions • Ambition to be a key player in the automation area • Be curious and have the motivation to constantly learn new things • Share and live the Zeus values

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LEADERSHIP CAPABILITIES

Leadership is everyone's responsibility at Zeus. Leadership behaviours differ depending on your position and your level of leadership – leading myself, leading others, leading leaders and leading matrix partners.

- Build Strong Relationships
- Collaborate & Co-create
- Create customer value
- Lead with Zeus Values
- Inspire & Clarify
- Unleash Entrepreneurs

CAPABILITIES

Job-specific capabilities

• Ability to learn new technology areas to meet the market trends. • Ability to secure great service by enabling colleagues to excel. • Drive tasks with high commitment and energy and thoroughness. • Ability to automate and create self-service capabilities to simplify the work for the many people. • Ability to find weaknesses and improve to create stable systems with high quality.

Sources of performance indicators

Relevant sources of Performance Indicators to contribute to the purpose of the job

Lead Time for changes
Deployment Frequency
Change failure rate
Time to Restore service
Availability of service

Key previous experiences and proven skills

Relevant sources of Performance Indicators to contribute to the purpose of the job

Minimum of 3 years of progressive and diverse experience as software or infrastructure engineer Proven training in computer science or any engineering equivalent Knowledge of the specific or similar tech stack for product or platform Preferred: Knowledge of Zeus Brand, culture, values and way of working Preferred: Experience in working in an Agile and DevOps working set-up Minimum of 3 years experience in working in agile and iterative teams

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COMPETENCE PROFILE

ORGANISATIONAL SETUP

JOB TITLE	Technology Architect
FUNCTION	Group Digital
REPORTS TO	Technology Architecture Manager
MATRIX	tbc

PURPOSE

PURPOSE OF FUNCTION	**PURPOSE OF JOB**
How the function contributes to the business of Zeus We set the digital agenda to keep Zeus leading in an uncertain and fast moving environment. We drive the development, provision and operation of our digital products and services through the use of new and existing technology and agile delivery methods to deliver at pace.	How the job contributes to the purpose of the function To develop, update and upgrade the technical architecture landscape across Zeus and to implement a framework that enables end-to-end delivery of digital products.
At the same time, we provide a home for digital skills to both develop and extend the technical, people and business skills needed to ensure continuous development and growth of our digital capability.	At the same time to drive the implementation of the technology architecture according to plan while leading, coaching and developing the members of the technology architecture function.

ASSIGNMENTS

Job specific key tasks and responsibilities

 Responsible for supporting the development of the technology architecture design needed for product software engineering and deployment

 Responsible for creating & refining technology architecture designs and patterns to support the capability areas (and product teams) as they design, build and deploy product features & solutions

 Responsible for ensuring the solution assembly of products adhere to agreed technology architecture standards, principles and the overall roadmap

 Responsible for driving implementation of the technology architecture roadmap according to plan, minimising technical debt and maintaining a close feedback loop

 Responsible for ensuring that technology architecture designs and patterns account for non-functional requirements such as reliability, scalability, performance and resilience

 Work closely together with other technical architects and cross functional teams to maintain and update technology design specifications

 Lead, coach and develop members of the Technology Architecture function promoting best practice in technical architecture and continually benchmarking against industry standards Work across initiatives within ZEUS Group, steering solutions towards the correct architecture

COMPETENCES

"Competence is knowledge, motivation and capability to perform in all situations and activities the assignment requires."

KNOWLEDGE	**MOTIVATION**
Experience with agile development practices, in which requirements and solutions evolve through the collaborative effort of self-organizing cross-functional teams.	Passionate about technology and innovation
Extensive experience in building, maintaining and implementing solution architecture designs	Energized by working both independently and interdependently with the architecture network and cross functions

- Extensive modelling skills in UML (BPMN beneficial) using a standard modelling tool
- Experience of a number of technology platforms including legacy technologies, Front end, middleware and back end technologies
- Intermediate knowledge of; Service Oriented Architecture (SOA) and its application in a business (non-technical) context; the differences between SOA and its implementation
- Knowledge of platform architectures, challenges in platform development and a proven capability to articulate platform level abstractions from user requirements
- The knowledge to engineer and design information technology systems that enable agility and flexibility to respond to customer needs
- Intermediate knowledge of the disciplines of enterprise digital development such as configuration & release management, source code & version controls, and operational considerations such as monitoring and instrumentation
- Knowledge of Zeuss corporate identity, core values and vision of creating a better everyday life for the many people

- Motivated to work agile and being open to the change
- Appreciate the mix of strategic thinking and turning architecture trends into practice
- Share and live the Zeus culture and values

CAPABILITIES

JOB-SPECIFIC CAPABILITIES	LEADERSHIP CAPABILITIES
	Leadership is everyone's responsibility at Zeus. Leadership behaviours differ depending on your position and your level of leadership – leading myself, leading others, leading leaders and leading matrix partners.
Ability to apply architectural frameworks and styles to the Zeus's environment ensuring that they are the most appropriate for the specific context	Develop the business and deliver results
Intermediate knowledge of technology, specifically different platforms across a range of different technology stacks ideally within a retail sector	
Performs work with care, accuracy, and attention to detail	Lead and develop people
Strives to meet quality standards and produce quality work products	Inspire and clarify
Actively acquires new knowledge and skills and champions new methods, digital systems and processes to improve performance	Create togetherness
Changes direction as appropriate based on new ideas, approaches, and strategies.	Find better ways
Collaborates with others (incl. virtual) to achieve goals	Enable change
Ability to understand the complexity of Zeus business and the role of technology as an integrated part of the business	

SOURCES OF PERFORMANCE INDICATORS

Relevant sources of Performance Indicators to contribute to the purpose of the job

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tbc

KEY PREVIOUS EXPERIENCES AND PROVEN SKILLS

Key previous experience and skills needed before the job can be taken up

Proven advanced training in information technology, computer science or equivalent
Minimum of 5 years of experience as a technical/solution architect or designer
Demonstrable experience in working in an Agile and DevOps working set-up
Demonstrable experience and knowledge of one or more architecture frameworks (e.g. TOGAF, Zachman)
Experience in design and delivery of service-oriented architectures development processes
Extensive knowledge and experience of shaping technical architecture in retail
Delivery experience of open source and/or cloud-based solutions
Strong documented leadership skills
Preferred: Knowledge of Zeus Brand, culture, values and way of working

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COMPETENCE PROFILE

ORGANISATIONAL SETUP

JOB TITLE	Product Specialist
FUNCTION	Group Digital
REPORTS TO	Product Manager
MATRIX	tbc

PURPOSE

PURPOSE OF FUNCTION	**PURPOSE OF JOB**
How the function contributes to the business of Zeus	How the job contributes to the purpose of the function
We set the digital agenda to keep Zeus leading in an uncertain and fast moving environment. We drive the development, provision and operation of our digital products and services through the use of new and existing technology and agile delivery methods to deliver at pace.	To support product owners in making tactical decisions by measuring, analysing and reporting on the performance of digital products.
At the same time, we provide a home for digital skills to both develop and extend the technical, people and business skills needed to ensure continuous development and growth of our digital capability.	To serve as subject matter expert for product team members and other co-workers, providing insights, context and additional information as needed to help understanding of what is required.

ASSIGNMENTS

Job specific key tasks and responsibilities

 Measure, analyse and report on the performance of the Digital Products against business goals and KPIs
 Responsible for all product related analysis, utilizing both customer and product data
 Support the product owner in tactical decision making with analysis results and insights
 Supporting the Product Owner in writing user stories
 To develop extensive knowledge of the stakeholders' (Product Manager & other business stakeholders) needs and interpret and share that knowledge with the product team, providing context, as needed to ensure what they develop and deliver what is expected

 To test, analyse and validate the actual impact of the product to make sure the product reaches its goals
 Where needed, (and directed by the Product Manager/Owner) work with co-workers to understand and quantify their needs and requirements, ensuring they are included and integrated into the product as

 Work cross-functional to ensure that the agile team has what is needs and remove blockers that prevent the agile team to maximize the delivery of digital products

COMPETENCES

KNOWLEDGE	**MOTIVATION**
Extensive knowledge of the market/area within which the Product they are working will be deployed and used	Passionate about being at the leading edge of technology and digital innovation
Knowledge of the technology landscape in eCommerce, digital channels and retail particularly in technology that is relevant to their product area	Appreciate the mix of strategic thinking and turning software engineering trends into practice
Extensive experience with agile development practices, particularly owning and running specific agile events such as backlog refinement and sprint reviews	Motivated to keep learning and to forget the obsolete

- Extensive experience in developing/writing user stories,
- Bring a data-driven approach to decision making, both in day-to-day management and in making strategic trade-offs
- Knowledge of Zeuss corporate identity, core values and vision of creating a better everyday life for the many people
- Energized by working both independently and interdependently and cross functions
- Motivated to work agile and being open to the change
- Share and live the Zeus culture and values

CAPABILITIES

JOB-SPECIFIC CAPABILITIES	LEADERSHIP CAPABILITIES
Intermediate analytical capabilities, including both quantitative and qualitative analysis	Leadership is everyone's responsibility at Zeus. Leadership behaviours differ depending on your position and your level of leadership – leading myself, leading others, leading leaders and leading matrix partners.
Ability to apply agile analysis techniques for creating user stories and acceptance criteria	Develop the business and deliver results
Ability to take ownership and make effective decisions	Lead and develop people
Delivery focused with excellent attention to detail and drive to resolve issues	Inspire and clarify
Coordinates and directs activities (incl. virtual) to help achieve business objectives.	Create togetherness
Directs effort to achieve long-term business objectives	Find better ways
Stimulates creative ideas and perspectives that add value	Enable change
Ability to demonstrates strong Zeus leadership skills, by using sound judgements to make timely and effective decisions	
Ability to understand the complexity of Zeus business and the role of technology as an integrated part of the business	

SOURCES OF PERFORMANCE INDICATORS

Relevant sources of Performance Indicators to contribute to the purpose of the job
tbc

KEY PREVIOUS EXPERIENCES AND PROVEN SKILLS

Key previous experience and skills needed before the job can be taken up
Minimum of 5 years of progressive and diverse experience in digital product development
Demonstrable experience in working in an Agile or DevOps working set-up
Demonstrable experience in conducting quantitative and qualitative analysis
Experience working with and knowledge of the needs of customers or clients (internal or external)
Proven analytical skills and experience making decisions based on hard and soft data
Strong communication skills with business and technical stakeholders
Strong team working and collaboration skills
Preferred: Knowledge of Zeus Brand, culture, values and way of working

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COMPETENCE PROFILE

ORGANISATIONAL SETUP

JOB TITLE	Test Manager
FUNCTION	Group Digital
REPORTS TO	Team Manager (Test & OEDU)
MATRIX	tbc

PURPOSE

PURPOSE OF FUNCTION	**PURPOSE OF JOB**
How the function contributes to the business of Zeus	How the job contributes to the purpose of the function
We set the digital agenda to keep Zeus leading in an uncertain and fast moving environment. We drive the development, provision and operation of our digital products and services through the use of new and existing technology and agile delivery methods to deliver at pace. At the same time, we provide a home for digital skills to both develop and extend the technical, people and business skills needed to ensure continuous development and growth of our digital capability.	As a Test Manager you make sure that the IT service and project releases are delivered with high quality by steer, measure and follow up on KPI's to verify that stated acceptance criteria and quality goals are fulfilled.

ASSIGNMENTS

Job specific key tasks and responsibilities

- Support definition of Quality objectives and goals (for solutions, IT services and projects)
- Support quality assurance of solution requirements; to secure testability, consistency and the acceptance criteria

- Manage; plan, prepare and execute assigned verification and validation (people, process & tools) activities. This includes for example Product Risk Analysis and follow-up, test effort estimations, coordination of test needs, progress reporting
- Evaluation of all test, verification and validation activities with defined OKRs and give recommendations for approval of deliveries, based on stated acceptance criteria, quality objectives and goals

- Be responsible for securing SV&T process implementation and adoption within the solution team and related projects
- Follow up on the delivered quality in production, such as defect leakage and incidents as input to continuous improvement, risk management and follow-up of cost of quality
- Secure that the operational and infrastructure requirements are considered during planning, preparations and execution of Operational Readiness Test (ORT)
- Gather and share lessons learned regarding verification and validation activities and support the preparation, implementation and follow-up of test related agreements with external partners, projects, solutions etc.

- Promote use of test automation where appropriate, such as business flows, smoke tests, regression tests etc.

COMPETENCES

"Competence is knowledge, motivation and capability to perform in all situations and activities the assignment requires."

KNOWLEDGE	**MOTIVATION**
Solid knowledge of leading and steering test, verification and validation activities	• Drive to act as a role model of the Zeus values

- Good knowledge of Risk Based Testing
- Good knowledge of Software Testing
- Good knowledge of assessing quality and taking corrective actions based on OKRs and metrics
- Good knowledge of Service Validation & Test Management Process
- Good understanding of users and their context
- Knowledge of set processes, policies, standards and guidelines
- Knowledge of Requirement Development
- Understanding of modern software development and testing in the future at Group Digital

- Proactive and service minded attitude
- Enjoy working with others
- Passion for finding better ways, while embracing the good example
- Motivated to work agile and being open to the change
- Share and live the Zeus culture and values

CAPABILITIES

JOB-SPECIFIC CAPABILITIES

- Structured, organised and has the ability to prioritize
- Ability to take leadership, co-operate and coordinate activities across processes, Solution management areas and IT suppliers.
- Strong ability to connect and build trustful relationships and networks with people internally and externally of Zeus.
- Solving problems in an efficient and trustful way
- Ability to see the big picture, trends and to perform deeper investigations of details

LEADERSHIP CAPABILITIES

Leadership is everyone's responsibility at Zeus. Leadership behaviours differ depending on your position and your level of leadership – leading myself, leading others, leading leaders and leading matrix partners.

Develop the business and deliver results

Lead and develop people

Inspire and clarify

Create togetherness

Find better ways

Enable change

SOURCES OF PERFORMANCE INDICATORS

Relevant sources of Performance Indicators to contribute to the purpose of the job

tbc

KEY PREVIOUS EXPERIENCES AND PROVEN SKILLS

Key previous experience and skills needed before the job can be taken up

Previous experience with working with testing software in a fast-paced environment as well as software engineering experience.

Preferred: Knowledge of Zeus Brand, culture, values and way of working

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Attachment J.5.3
Personnel Projection Matrix

Master Services Agreement
Application and Technology Management

Agreement No.	CW43668
First Party:	ZEUS IT
AB	
Second Party:	HCL Technologies Sweden AB
Date:	2023.06.01

KIF No: 384714

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PPM - Supplier Instructions

Supplier uses the Personnel Projection Matrix to present to Client the effect on Client's employees, the number of Supplier personnel required to delivery the services in scope of this contract.

Supplier should not modify any RED TAB.

TAB - Supplier Solution Locations

Grey fields are calculations only - do not change.

Supplier must document the amount of staff that Supplier will bring to the account to support Delivery and Governance for the account.

Supplier needs to document the number of FTEs by:

a. City and Country of site from which service will be delivered.

b. Employee vs. Contractor or Managed Service (see drop-down list)

c. Work function - Ongoing Service Delivery or Governance (see drop-down list)

d. Functional Tower, Platform Aream/Domain and Application Name that the FTE will be supporting

There does not need to be a separate row for each Supplier FTE - Headcount data can be grouped according to the categories above. For example, if Supplier has 30 employees at one site providing service delivery functions for Application Management tower, for the same Domain and application name, that data can be entered as one row.

If Supplier will have staff at a Client location, Supplier must also complete Columns K through O to show how much space Supplier will require at the Client site.

Column Descriptions - Columns A-J

Column A - **Reference #** - this column will automatically populate when data is entered in Column B. No data entry should be done in this column.

Column B - **Site Name** - Site where staff will be located - this may be the same as "City" if appropriate.

Column C - **City** - City where staff will be located.

Column D - **Country** - Country where staff will be located.

Column E - **Site Type** - Drop-down list to designate if the site belongs to the Client or Supplier.

Column F - **Employee / Contractor / Managed Service** - Drop-down list to designate if positions are employees or contractors, or part of an existing managed service contract.

Column G - **Work Function** - Drop-down list to designate if positions are performing Service Delivery, Governance.

Column H - **Functional Tower** - Please mention 'Application Management' for scope of this contract.

Column I - **Platform Area / Domain** - To be used as appropriate.

Column J - **Application Name** - To be used as appropriate.

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RED TABS - do not modify - reporting functions only

1. **Location Summary** tab - Provides summary FTE data by country and by tower.
2. **FTE Summary** tab - Provides FTE summary by tower, by year.
3. **Chart FTE Summary** tab - Provides FTE summary by tower, by yearvto show data by either Service Delivery or Governance headcounts.

Refresh the contents of the reports on the red tabs to see updated view.

Note: Chart FTE Summary will update when FTE Summary table is updated.

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FTE Summary by Country and Tower

Work Function	(All)

Row Labels	Values Year One	Year Two	Year Three	Year Four	Year five
India	**65.85**	**57.15**	**158.8**	**0**	**0**
Application Management	65.85	57.15	158.8	0	0
(blank)	**0**	**0**	**0**	**0**	**0**
(blank)	0	0	0	0	0
Sweden	**10**	**10**	**24**	**0**	**0**
Application Management	10	10	24	0	0
Germany	**1**	**1**	**3**	**0**	**0**
Application Management	1	1	3	0	0
Srilanka	**1**	**1**	**2**	**0**	**0**
Application Management	1	1	2	0	0
Grand Total	**77.85**	**69.15**	**187.8**	**0**	**0**

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Total Personnel

Work Function	(All)

Values	Column Labels (blank)	Application Management	Grand Total
Sum of Year 1 MAX	0	77.85	77.85
Sum of Year 2 MAX	0	69.15	69.15
Sum of Year 3 MAX	0	187.8	187.8
Sum of Year 4 MAX	0	0	0
Sum of Year 5 MAX	0	0	0

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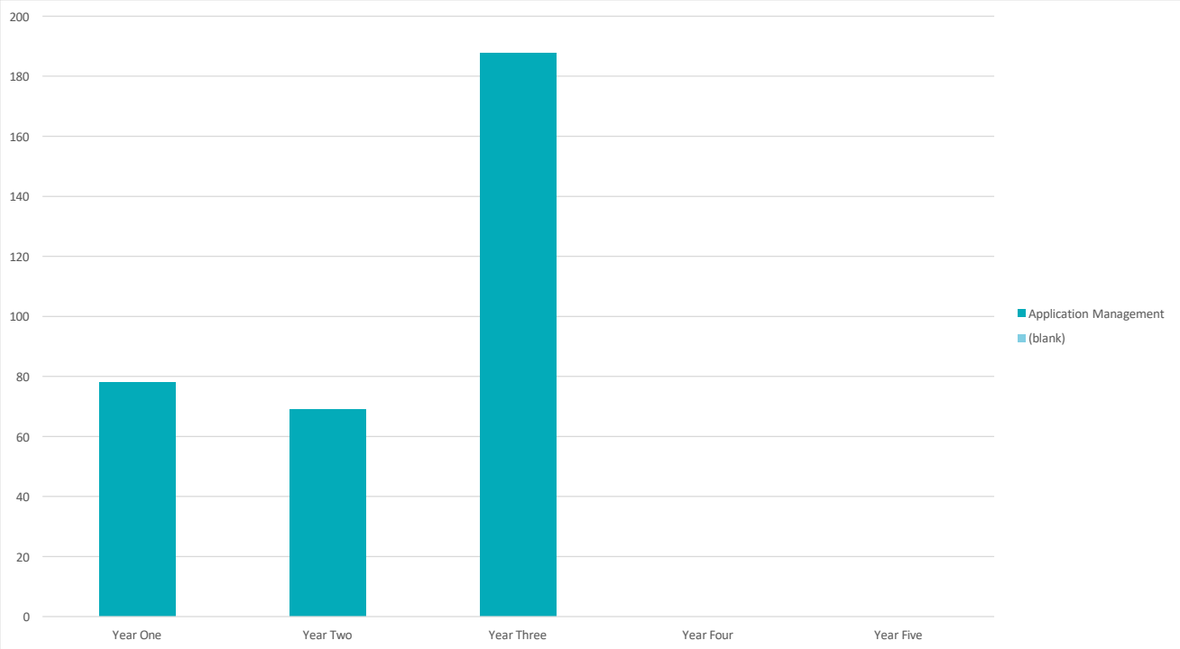

Work Function (All)

Values	Column Labels (blank)	Application Management	Grand Total
Year One	0	77.85	77.85
Year Two	0	69.15	69.15
Year Three	0	187.8	187.8
Year Four	0	0	0
Year Five	0	0	0

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Attachment J.6
Transition and Transformation

Master Services Agreement
Application and Technology Management

Agreement No.:	CW43668
First Party:	ZEUS IT
AB	
Second Party:	HCL Technologies Sweden AB
Classification:	Confidential
Date:	2023.06.01

KIF No: 384714

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ATTACHMENT J.6
TRANSITION AND TRANSFORMATION

1 INTRODUCTION

This Attachment J.6 (*Transition and Transformation*) sets out:

(a) the Transition required to establish readiness for commencing delivery and consumption of the Services and

(b) the Transformation required to implement the desired future mode of operation.

2 CONSTRUCTION

(a) The following documents to this Attachment are hereby incorporated and part of this Attachment:

(1) Attachment J.6.1 (*Transition and Transformation Plan*);

(2) Attachment J.6.2 (*Transition and Transformation Schedule*);

(3) Attachment J.6.3 (*Transition and Transformation Risk Log*); and

(4) Attachment J.6.4 (*Transition and Transformation Resources*).

(b) Attachment C.3 (*Project Framework*), which sets out general provisions related to projects generally and Transition and Transformation specifically, is incorporated by reference.

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Attachment J.6.1
Transition and Transformation Plan

Master Services Agreement
Application and Technology Management

Agreement No.:	CW43668
First Party:	ZEUS IT
AB	
Second Party:	HCL Technologies Sweden AB
Classification:	Confidential
Date:	2023.06.01

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ATTACHMENT J.6.1
TRANSITION AND TRANSFORMATION PLAN

*[**Note**: This document is a generic template that must be adapted to the specific Transition and Transformation program. The Transition section includes the generic structure used to describe one or more Service Areas / Towers with one or more projects each. That generic structure must be replicated for the Service Areas / Towers and the respective projects for the Transition, Transformation, and Convergence parts.]*

1 GOVERNANCE

[Replace with description of Transition and Transformation program governance.]

2 TRANSITION

2.1 [Replace with Service Area / Tower Name]

[Replace with Service Area / Tower description.]

2.1.1 [Replace with Project Name]

2.1.1.1 Project Objective

[Replace with short description of the objective with references to contractual documents.]

2.1.1.2 Project Scope

In Scope	Out of Scope

2.1.1.3 Project Dates

Project dates	Duration	Start	Finish
Project Start Date	0	CED + X	
Project End Date	0		CED + X

2.1.1.4 Project Approach

[Replace with concise description of Supplier's project approach (up to one page, additional detail to be placed in T&T solution document).]

2.1.1.5 Supplier Deliverables and Milestones

The following table lists deliverables produced by Supplier during this project and the respective due dates and acceptance criteria of such deliverables.

No.	Description	Due Date	Acceptance Criteria
[ID]	[Description of the deliverable]	[CED + X months]	[How delivery will be verified]

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No.	Description	Due Date	Acceptance Criteria

2.1.1.6 Additional Zeus Costs

The following table lists Transition or Transformation-related costs (e.g., one-time investments, monthly rental fees for equipment required during Transition or Transformation) to be borne separately by Zeus. Such costs are not included in Supplier's Charges.

Description	Value	Type	Date or Period
[What needs to get procured by Zeus]	[xxx EUR]	[One-time cost, monthly cost]	[CED + X months]

2.1.1.7 Zeus Responsibilities

Description	Date	Acceptance Criteria
[Description of what needs to be provided by Zeus]	[CED + X months]	[Acceptance criteria]

2.1.1.8 Dependencies to Other Projects in Transition Program

Project	Dependency	Expected Date	Confirmed
[Tower] [Project]	[Deliverable of this project or if not yet available plain text description of expectation]	[CED + X months]	[Yes or No]

2.1.1.9 Dependencies on Incumbent Suppliers

From	Dependency	Expected Date	Confirmed
[Described here from whom it needs to be provided]	[Plain text description of expectation]	[CED + X months]	[Yes or No]

2.1.1.10 External Dependencies outside of Transition Program

From	Dependency	Expected Date	Confirmed
[Described here from whom it needs to be provided]	[Plain text description of expectation]	[CED + X months]	[Yes or No]

2.1.1.11 Assumptions

The following table lists the assumptions made by Supplier with their status (e.g., open, confirmed, rejected), the name of the Zeus contact who confirmed or rejected the assumption, and the date of the confirmation or rejection of such Zeus contact.

Description	Status	Name	Date
[Described here from whom it needs to be provided]	[Open, Confirmed, Rejected]	[Zeus contact confirming or rejecting]	[Date of confirmation or rejection]

3 TRANSFORMATION

*[**Note**: Describes the Transformation-related projects as identified in the T&T scope catalog, using the same generic structure as the Transition section above.]*

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Attachment J.6.2
Transition and Transformation Schedule

Master Services Agreement
Application and Technology Management

Agreement No.:	CW43668
First Party:	ZEUS IT
AB	
Second Party:	HCL Technologies Sweden AB
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*[**Note to Supplier**: This document contains the time schedule and durations for all activities (Tasks) within the Transition and Transformation Program and any dependencies between such activities, between Zeus and Supplier, stakeholders or other groups and projects. Please insert your Gantt chart in MS Project format as an embedded file.]*

KIF No: 384714

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Attachment J.6.3
Transition and Transformation Risk Log

Master Services Agreement
Application and Technology Management

Agreement No.	CW43668
First Party:	ZEUS IT AB
Second Party:	HCL Technologies Sweden AB
Date:	2023.06.01

KIF No: 384714

DocuSign Envelope ID: 1D045F3F-5CF2-4457-A48E-CD049B4A495D

IMPACT DESCRIPTION

Imapct	Description
VERY LOW	Minor impact to the engagement. Will cause no variance from project objectives. High likelihood of acceptance from all key stakeholder groups (employee, customers, vendors, and investors) with low technological risk (no technology or proven technology in use at Zeus)
LOW	Minor impact to the engagement. Will cause little variance from project objectives. High likelihood of acceptance from all key stakeholder groups (employee, customers, vendors, and investors) with low technological risk (no technology or proven technology in use at Zeus)
MEDIUM	Moderate impact to the engagement. Will cause a moderate variance from one or more engagement objectives. Questionable acceptance from one key stakeholder group (employees, customers, vendors, and investors) and/or medium technological risk (use of technology NEW to Zeus)
HIGH	Serious impact to the engagement. Will cause a **high variance** from one or more engagement objectives. Questionable acceptance from two or more key stakeholders (employees, customer, vendors, and investors) and/or high technological risk (emerging/unproven technology)
VERY HIGH	Critical impact to the engagement. Will cause **a very high variance** from one or more engagement objectives (cost, schedule, quality, customer satisfaction, legal, gross margin).

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PROBABILITY DESCRIPTION

Probability	Description
VERY LOW	VERY LOW(<15%) = The event is unlikely to occur, but may still occur
LOW	LOW (15%< 35%) = The event is unlikely to occur, but may still occur
MEDIUM	MEDIUM (35%-<65%) = The event could occur
HIGH	HIGH (65%-<85%) = The event will probably occur
VERY HIGH	VERY HIGH(85%-<100%) = The event is very likely to occur

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RISK MATRIX

		Risk Probability				
		VERY HIGH	HIGH	MEDIUM	LOW	VERY LOW
Risk Impact	VERY HIGH	VH	H	H	H	M
	HIGH	H	H	M	M	L
	MEDIUM	H	M	M	L	L
	LOW	L	L	L	L	VL
	VERY LOW	L	L	VL	VL	VL

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Attachment J.6.4
Transition and Transformation Resources

Master Services Agreement
Application and Technology Management

ID:	CW43668
First Party:	ZEUS IT AB
Second Party:	HCL Technologies Sweden AB
Date:	2023.06.01

KIF No: 384714

TRANSITION AND TRANSFORMATION CUSTOMER RESOURCE COMMITMENTS
(TBD)

					2022												2023												2024											
					Oct	Nov	Dec	Jan		Feb		Mar		Apr		May	Jun		Jul		Aug		Sep		Oct		Nov		Dec		Jan		Feb		Mar		Apr		May	
					30/9-4	30/9-1	30/9-2	30/9-3		31/9-1		31/9-2		31/9-3		31/9-4	31/9-5		31/9-6		31/9-7		31/9-8		31/9-9		31/9-10		31/9-11		31/9-12		31/9-13		31/9-14		31/9-15		31/9-16
Team	Project	Role		Department/region	Skills																																			
1.1Program Management																																								
	1.1 (PMO)	Pilot Lead		Europe	Project Management																																			
		PMO Assistance		Europe	Designing Concepts, ...																																			
		Total			0.0	0.0	0.0	0.0		0.0		0.0		0.0		0.0	0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0
	1.2 Communication and Management of Change																																							
		Communication and Management of Change Lead		APAC America	Communication Structure																																			
					Designing Concepts, ...																																			
		Total			0.0	0.0	0.0	0.0		0.0		0.0		0.0		0.0	0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0
	1.3 (Project 3)	...			...																																			
		...			...																																			
		Total			0.0	0.0	0.0	0.0		0.0		0.0		0.0		0.0	0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0
	1.1 (Project ...)	...			...																																			
		...			...																																			
		Total			0.0	0.0	0.0	0.0		0.0		0.0		0.0		0.0	0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0
	1.2 (Project 4)	...			...																																			
		...			...																																			
		Total			0.0	0.0	0.0	0.0		0.0		0.0		0.0		0.0	0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0
	Total				**0.0**	**0.0**	**0.0**	**0.0**		**0.0**		**0.0**		**0.0**		**0.0**	**0.0**		**0.0**		**0.0**		**0.0**		**0.0**		**0.0**		**0.0**		**0.0**		**0.0**		**0.0**		**0.0**		**0.0**		**0.0**
2.Team (2)																																								
	2.1 (Project 1)	Project Manager Technical Architect			Project Management Designing Concepts, ...																																			
		Total			0.0	0.0	0.0	0.0		0.0		0.0		0.0		0.0	0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0
	2.2 (Project 2)	Project Manager Technical Architect			Project Management Designing Concepts, ...																																			
		Total			0.0	0.0	0.0	0.0		0.0		0.0		0.0		0.0	0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0
	2.3 (Project 3)	Software Engineer			Programming .NEET																																			
		Total			0.0	0.0	0.0	0.0		0.0		0.0		0.0		0.0	0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0
	2.1 (Project 1)	...			...																																			
		...			...																																			
		Total			0.0	0.0	0.0	0.0		0.0		0.0		0.0		0.0	0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0
	2.2 (Project 4)	...			...																																			
		...			...																																			
		Total			0.0	0.0	0.0	0.0		0.0		0.0		0.0		0.0	0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0
	Total				**0.0**	**0.0**	**0.0**	**0.0**		**0.0**		**0.0**		**0.0**		**0.0**	**0.0**		**0.0**		**0.0**		**0.0**		**0.0**		**0.0**		**0.0**		**0.0**		**0.0**		**0.0**		**0.0**		**0.0**		**0.0**
3.Team (3)																																								
	3.1 (Project 1)	Project Manager Technical Architect			Project Management Designing Concepts, ...																																			
		Total			0.0	0.0	0.0	0.0		0.0		0.0		0.0		0.0	0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0
	3.2 (Project 2)	Project Manager Technical Architect			Project Management Designing Concepts, ...																																			
		Total			0.0	0.0	0.0	0.0		0.0		0.0		0.0		0.0	0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0
	3.3 (Project 3)	Software Engineer			Programming .NEET																																			
		Total			0.0	0.0	0.0	0.0		0.0		0.0		0.0		0.0	0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0
	3.1 (Project 1)	...			...																																			
		...			...																																			
		Total			0.0	0.0	0.0	0.0		0.0		0.0		0.0		0.0	0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0
	3.2 (Project 4)	...			...																																			
		...			...																																			
		Total			0.0	0.0	0.0	0.0		0.0		0.0		0.0		0.0	0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0
	Total				**0.0**	**0.0**	**0.0**	**0.0**		**0.0**		**0.0**		**0.0**		**0.0**	**0.0**		**0.0**		**0.0**		**0.0**		**0.0**		**0.0**		**0.0**		**0.0**		**0.0**		**0.0**		**0.0**		**0.0**		**0.0**
Estimated Resources		**Total FTE per Month**			**0.0**	**0.0**	**0.0**	**0.0**		**0.0**		**0.0**		**0.0**		**0.0**	**0.0**		**0.0**		**0.0**		**0.0**		**0.0**		**0.0**		**0.0**		**0.0**		**0.0**		**0.0**		**0.0**		**0.0**		**0.0**
Estimated Resources		**Total FTE per Year**			**0.0**												**0.0**														**0.0**									
Estimated Resources		**Average FTE per Month per Year**			**0.0**												**0.0**														**0.0**									

Start - Transition
End - Transition

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Attachment J.7
Data Processing Details

Master Services Agreement
Sourcing of Application Management Services

ID:	CW43668
First Party:	ZEUS IT AB
Second Party:	HCL Technologies Sweden AB
Classification:	Confidential
Date:	2023-06-01
Revision:	2.0
Author:	Zeus
Status:	Final

KIF No: 384714

DocuSign Envelope ID: 1D045F3F-5CF2-4457-A48E-CD049B4A495D

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ATTACHMENT J.7
DATA PROCESSING DETAILS

Data processing instructions

Contact Details	
Contact persons with responsibility for data protection	**Data Controller**: To contact the DPO of ZEUS IT AB, please send an e-mail to groupdpo.dataprotectionofficer.se@Zeus.Zeus.com To contact persons with data protection responsibilities for other Data Controllers, please consult privacy policies on their respective websites. **Data Processor (contact person's name, position and contact details)**: *Contact details: hcldpo@hcl.com* Delivery Contact Person details Name : Pragya Sharma Position: Delivery Head Email id :Sharma_Pragya@hcl.com
Purposes of Processing	
Specify all purposes for which the personal data will be processed by the Data Processor. ***NB!** There may be different purposes for different categories of data and/or data subjects.*	Application: IFOOD IFOOD application uses PLM solution for managing food objects and contains Food related information in its database. Application uses personal data information like username, ZEUS network Id, email id, sex, mobile number. It also contains ZEUS vendor details like address, phone number, vendor name, vendor contact person details and phone number. Applications: DSP, SCM, ESP, PSL Analysis, SCPIX, SPI,, SCPODS, PCM, SCIN, TPP Application user details are required for user authentication, security, login, activity performance tracking etc. Application uses personal data information like username, ZEUS network Id, email id, mobile number. Application: DWP, ILMT, TFP, SPARTACUS Application user details are required for user authentication, security, login etc. Application showing personal data information like username on screen. Application: IOSP (DORS, ISOT) Application user details are required for user authentication, security, login etc. Application showing personal data information like username on screen. Application: Qliksense Solutions and Qliksense Platform and Services CEPQ, Ratings & Reviews, BI Supplier Review, Market Basket Analysis Application user details are required for user authentication, security, login tec. Application does not show any personal data but information like username, ZEUS network Id, email id but those are stored in DB. These applications relate to data warehouse IDW, RT70 which contains personal information like username, address, emailed, contact number and cashier information.

KIF No: 384714

Categories of Personal Data		
Specify the different types of personal data that will be processed by the Data Processor ***NB!** The list is not exhaustive and you may need to add additional categories of data that are specific to your contract.*	☒Name ☒Surname ☐Date of birth ☒Address ☒City ☒Zip code ☒Email address ☒Telephone number ☐Education ☐Household information ☐ZEUS Family no ☐IMEI no (international mobile equipment identity) ☐MAC address (Media access control) ☐IP address ☐Unique identifier ☐Behavioral data collected on ZEUS.com. ☐Job applications/CV etc. ☐Employment data (current employer, position, previous positions, data of employment etc.) ☒Other, please specify. Job title, Date of birth, Images	**ZEUS SPECIAL CATEGORIES OF PERSONAL DATA** ☒Personal identification no ☐Payment card data ☐Geo-location ☐Transaction data ☐Purchase history ☐Tracking technologies showing where an individual has been browsing online outside the Zeus Group domain. ☐Children data ☐Data relating to an individual's salary or wealth. ☐Data relating to an individual's performance at work. **SPECIAL CATEGORIES OF DATA UNDER APPLICABLE DATA PROTECTION LEGISLATION** ☐Genetic and biometrical data Information about the individual's: ☐health (physical and mental) ☐philosophical or religious beliefs ☐political opinions ☐sexual life ☐race or ethnic origin ☐trade union membership ☐criminal convictions ☐Data relating to a grievance or disciplinary procedure. ☐Other, please specify.
Data Subjects		
Specify the categories of data subjects whose personal data will be Processed by the Data Processor. ***NB!** The list is not exhaustive, and you may need to add*	☒Customers ☐Potential customers ☐Subscribers (to e.g., newsletters) ☒Co-workers (including trainees, student workers, stagiaires etc.) ☐Consultants ☐Candidates (i.e., persons applying for positions within the Data Controller)	

additional data subjects that are specific to your contract.	☐Contact persons (from third parties e.g., suppliers) ☐Other (please specify below)
Nature of Processing Activities	
Specify all processing activities to be conducted by the Data Processor	• Technical and Customer Support Services • Purpose to access data is to perform necessary operations as part of delivery assignment - Viewing, Manipulation, Alteration, Analysis as per client request made through ServiceNow portal. • In Case of breaches / violations - access or process the data in order to investigate and perform root cause analysis • In case of any national security interest - access the data but only with prior approval from client
Retention of Personal Data	
Describe the period for which the personal data will be retained by the Data Processor, or, if that is not possible, the criteria used to determine that period	The Data Processor undertakes to process personal data for the duration of the Agreement and/or DPA, including any renewals of the Agreement and/or DPA. Specific instructions related to the retention of personal data by the Data Processor can be provided by the Authorized Users separately and in addition to the DPA.
Location of the Processing Activities by the Data Processor	
Location of data processing by the Data Processor in the EU/EEA	Sweden, Germany, Poland, Netherlands
Location and frequency of data processing by the Data Processor outside the EU/EEA (if applicable) ***NB!** Include only locations were Data Processor's legal entity, **not sub-processors**, process personal data.*	India, Sri Lanka, UK ☒Personal data is transferred on a continuous basis. ☐Personal data is transferred on a one-off basis
Information about Sub processors (if any)	

Sub-processor #1

Name of the legal entity	Address of the legal entity	Contact person (name, position, contact details)	Description of data processing (scope of engagement by the Data Processor)

HCLT Lanka Pvt Ltd	Level 7, The Offices at Cinnamon Life, No 05, Justice Akbar Mawatha, Colombo 2, Sri Lanka		Perform necessary operations as part of delivery assignment - Viewing, Manipulation, Alteration, Analysis as per client request made through ServiceNow portal. HCL do not store any data in HCL environment or device. It is handled through ZEUS client and their policies. HCL work on ZEUS VDI through citrix .

Location of data processing	**Data transfer mechanism (for data transfers outside the EU/EEA)**	**Frequency of transfer (for data transfers outside the EU/EEA)**
Sri Lanka	☐Adequacy ☒SCCs ☐BCRs ☐Other (please specify below)	☒Personal data is transferred on a continuous basis. ☐Personal data is transferred on a one-off basis

Sub-processor #2

Name of the legal entity	**Address of the legal entity**	**Contact person (name, position, contact details)**	**Description of data processing (scope of engagement by the Data Processor)**
HCL Technologies Limited	806,Siddharth,96, Nehru Place, New Delhi 1100119		Perform necessary operations as part of delivery assignment - Viewing, Manipulation, Alteration, Analysis as per client request made through ServiceNow portalHCL do not store any data in HCL environment or device. It is handled through ZEUS client and their policies. HCL work on ZEUS VDI through citrix .

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Location of data processing	Data transfer mechanism (for data transfers outside the EU/EEA)	Frequency of transfer (for data transfers outside the EU/EEA)
India	☒Adequacy ☐SCCs ☐BCRs ☐Other (please specify below)	☒Personal data is transferred on a continuous basis. ☐Personal data is transferred on a one-off basis

Sub-processor #3

Name of the legal entity	Address of the legal entity	Contact person (name, position, contact details)	Description of data processing (scope of engagement by the Data Processor)
HCL Poland sp. z o.o	Kraków 31-323, Opolska Street no. 112, Poland		Perform necessary operations as part of delivery assignment - Viewing, Manipulation, Alteration, Analysis as per client request made through ServiceNow portal. HCL do not store any data in HCL environment or device. It is handled through ZEUS client and their policies. HCL work on ZEUS VDI through citrix

Location of data processing	Data transfer mechanism (for data transfers outside the EU/EEA)	Frequency of transfer (for data transfers outside the EU/EEA)
Poland	☒Adequacy ☐SCCs ☐BCRs	☒Personal data is transferred on a continuous basis. ☐Personal data is transferred on a one-off basis

KIF No: 384714

	☐Other (please specify below)	

Sub-processor #4

Name of the legal entity	**Address of the legal entity**	**Contact person (name, position, contact details)**	**Description of data processing (scope of engagement by the Data Processor)**
HCL Technologies Germany	Frankfurter Strasse 63-69, D-65760 ESCHBORN		Perform necessary operations as part of delivery assignment - Viewing, Manipulation, Alteration, Analysis as per client request made through ServiceNow portal. HCL do not store any data in HCL environment or device. It is handled through ZEUS client and their policies. HCL work on ZEUS VDI through citrix .

Location of data processing	**Data transfer mechanism (for data transfers outside the EU/EEA)**	**Frequency of transfer (for data transfers outside the EU/EEA)**
Germany	☒Adequacy ☐SCCs ☐BCRs ☐Other (please specify below)	☒Personal data is transferred on a continuous basis ☐Personal data is transferred on a one-off basis

Sub-processor #5

Name of the legal entity	**Adress of the legal entity**	**Contact person (name, position, contact details)**	**Description of data processing (scope of engagement by the Data Processor)**

HCL Technologies UK Ltd.	70, 6th Floor, Gracechurch Street, London EC3V 0XL, England		Perform necessary operations as part of delivery assignment - Viewing, Manipulation, Alteration, Analysis as per client request made through ServiceNow portal. HCL do not store any data in HCL environment or device. It is handled through ZEUS client and their policies. HCL work on ZEUS VDI through citrix .

Location of data processing	**Data transfer mechanism (for data transfers outside the EU/EEA)**	**Frequency of transfer (for data transfers outside the EU/EEA)**
UK	☒Adequacy ☐SCCs ☐BCRs ☐Other (please specify below)	☒Personal data is transferred on a continuous basis ☐Personal data is transferred on a one-off basis

Sub-processor #6

Name of the legal entity	**Adress of the legal entity**	**Contact person (name, position, contact details)**	**Description of data processing (scope of engagement by the Data Processor)**
HCL Technologies B.V.	Prinses Beatrixlaan 532, Unit C06.01, 2595BM 's-Gravenhage		Perform necessary operations as part of delivery assignment - Viewing, Manipulation, Alteration, Analysis as per client request made through ServiceNow portal. HCL do not store any data in HCL environment or device. It is handled through ZEUS client and

			their policies. HCL work on ZEUS VDI through citrix .

Location of data processing	**Data transfer mechanism (for data transfers outside the EU/EEA)**	**Frequency of transfer (for data transfers outside the EU/EEA)**
Netherlands	☒Adequacy ☐SCCs ☐BCRs ☐Other (please specify below)	☒Personal data is transferred on a continuous basis ☐Personal data is transferred on a one-off basis

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Attachment J.8
Software Assets

Master Services Agreement
Application and Technology Management

Agreement No.	CW43668
First Party:	ZEUS IT
AB	
Second Party:	HCL Technologies Sweden AB
Date:	2023.06.01

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