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## **MASTER SERVICES AGREEMENT**

dated 1 July 2022

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ANTARTICA BAR CORPORATION

and

HCL TECHNOLOGIES SWEDEN AB

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Regarding delivery of IT services

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Prashant Attri

HCL Technologies Sweden AB

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This **MASTER SERVICES AGREEMENT** (this “**Agreement**”) is dated 1 April 2019 and made between:

- (1) **Antartica Bar Corporation**, a public limited liability company duly established under the laws of Sweden with registration number 556074-3089, (the “**Purchaser**”); and
- (2) **HCL Technologies Sweden AB**, a limited liability company duly established under the laws of Sweden with registration number 556955-5609, and having its registered office at Sveavägen 21-23, 111 34 Stockholm, Sweden (the “**Supplier**”).

Hereinafter, “**Party**” means either the Purchaser or Supplier, as appropriate, and “**Parties**” means the Purchaser and Supplier. Capitalised terms in this Agreement are defined in the list of definitions in Section 2 below.

## **BACKGROUND**

- A. The Purchaser is one of the leading global producers of bars and thereto related products and services. The Purchaser is active on a worldwide basis in various markets and operates manufacturing facilities and research facilities as well as sales functions in numerous countries. The Purchaser strives to continuously increase effectiveness and business value by providing IT solutions that enable real bottom-line benefits for Antarctica Bars (as defined in Section 2 below). The Purchaser has decided that it can best meet its requirements for such IT solutions by contracting a third party to provide certain IT outsourcing and project services in a timely, professional and workmanlike manner.
- B. To this end a comprehensive IT strategy has been developed and executed, one element of which is to continuously review sourcing options for new as well as for existing Services (as defined in Section 2 below).
- C. The Supplier is a large and well-known provider of information technology services and has extensive experience in the information technology outsourcing industry. The Supplier has the adequate skill and required experience to perform the Services described in this Agreement in a timely professional and workmanlike manner. The Supplier understands that the Purchaser will rely on the Supplier’s skill and judgment in providing the Services under this Agreement.
- D. The Purchaser now desires to enter into this Agreement for the purpose of receiving the Services and the Supplier wishes to provide the Services to Antarctica Bars in accordance with the above. In light of the foregoing, the Parties have entered into this Agreement.

## **1. OBJECTIVES AND GENERAL PRINCIPLES**

### **1.1 General objectives**

- 1.1.1 The Parties acknowledge that the Services will be delivered to Antarctica Bars, as a part of a comprehensive and complex business in an utterly competitive landscape, being the automotive industry, and that the Services may have a direct impact on the potential success of said business of Antarctica Bars. The Supplier further understands and acknowledges that the Purchaser has entered into this Agreement on the basis that the

Supplier has such exceptional skills, resources and experience to be able to support its business, and that the Purchaser relies on the Supplier's capability to; (i) perform its

Service commitments on time; (ii) take a leading position in designing and implementing the Services in a Professional (as defined in Section 2 below) manner based on Antarctica Bars' business processes; (iii) as necessary in the particular case; understand, evaluate, install, implement, connect, configure and create interfaces to and/or between the different Services and, respectively, the different Service Objects (as defined in Section 2 below) Antarctica Bars' in-house processes and technologies; (iv) perform Services of exceptionally high standard; (v) deliver state of the art Deliverables (as defined in Section 2 below); (vi) provide Antarctica Bars with in-depth knowledge and deep expertise as regards the development and implementation of services such as the Services within multinational industrial manufacturing environments; and (vii) otherwise be a trusted advisor to Antarctica Bars within IT services throughout the Term (as defined in Section 2 below).

- 1.1.2 It is furthermore acknowledged by the Parties that Antarctica Bars operates in a business environment characterized by constant change that may affect the delivery of Services directly or indirectly. The Supplier undertakes to use commercially reasonable efforts to meet Antarctica Bars' business needs, as they may change from time to time, always with the best interest of Antarctica Bars in focus, *inter alia* by actively participating in continuous communication with the Purchaser to define the co-operative roadmap ahead, and by proactively suggesting generally acknowledged improvements in the methods, processes and technologies for the delivery of the Services as opportunities appear.
- 1.1.3 The Supplier acknowledges that the general objectives of Antarctica Bars, as decided by Antarctica Bars in its sole discretion, for the outsourcing of the Services to the Supplier, in addition to what is stated in Sections 1.1.1 and 1.1.2 above, primarily are to:
- (a) ensure access to market leading, Professional technical expertise and solutions which at all times are aligned with the then-current technological landscape and concurrent developments in any relevant technical fields;
  - (b) provide Antarctica Bars with enhanced, more effective and less costly information technology services, with continued cost reductions and productivity improvements during the Term, *inter alia* through the Supplier's performance of Optimisation (as defined in Section 2 below);
  - (c) ensure a solution in line with the Purchaser's IT strategy which is built on the following five change themes: (i) customer centric, (ii) scale global IT effectively, (iii) cross-entity connectivity, (iv) right information at the right time, and (v) global business partner and employer of choice;

- (d) increase flexibility regarding evolving technologies and to adapt to Antarctica Bars' business cycle as well as future changes in Antarctica Bars, including but not limited to increase/decrease in volumes, competences and scalability to ensure ability to quickly adjust to and benefit from development in technology and to provide faster implementation of technology in Antarctica Bars' business;
  - (e) ensure punctual and reliable provision of the Services, in compliance with the service levels set forth in this Agreement or, as set forth in Section 5 below, in line with Professional performance, since the Services are vital, and of utmost importance to Antarctica Bars' business;
  - (f) ensure a timely and efficient Transition (as defined in Section 2 below) and transfer, if applicable, of the current services (of which certain will become the Services) to the Supplier with a minimum of disturbances and business interruptions;
  - (g) create flexibility in the level and scope of the Services in accordance with what has been set out for each Service Object in order to meet the requirements of Antarctica Bars;
  - (h) provide operational efficiencies through an integrated global outsourcing approach;
  - (i) enhance Antarctica Bars' ability to focus on its core businesses;
  - (j) ensure that all Services and the Parties' arrangements in relation thereto are fully compliant with Applicable Law (as defined in Section 2 below) and any and all recommendations issued by competent regulatory bodies; and
  - (k) where agreed between the Parties, transform the Services through the Supplier's performance of Transformation (as defined in Section 2 below), in order to create even further benefits to Antarctica Bars' business and to enable a delivery of Services even more focused on meeting Antarctica Bars' business outcome requirements.
- 1.1.4 The terms and conditions of the Agreement are to be interpreted and construed so as to give effect to the goals and objectives set out in this Section 1.1 and the Background Section. The Supplier acknowledges the importance of these objectives as well as the importance of being proactive as a supplier in order to support the achievement of said objectives by delivering the Services as described in this Agreement and shall always contribute to obtain the goals and objectives as specified in this Agreement.
- 1.1.5 The Supplier recognizes and acknowledges that the Services are vital, and of utmost importance, to Antarctica Bars' business and shall always give

the same or better priority to the uninterrupted provision of Services as it gives to any other of its customers in the same geographies, in order to minimize the risk for disturbances in the business of Antarctica Bars. The Parties shall keep each other informed of such issues that are necessary or useful in order to promote the co-operation between them.

## **1.2 Transfer agreements**

- 1.2.1 This Agreement outlines the information technology services to be provided by the Supplier.
- 1.2.2 To the extent a transfer of equipment, third party contracts or personnel shall be made in relation to a New Service, or in relation to an existing Service but after the Effective Date, the Parties shall agree on the terms and conditions for such a transfer on commercially reasonable terms. The responsibility for such equipment, third party contract and/or personnel shall however always be vested in the Purchaser up and until the relevant Commencement Date, unless otherwise agreed.

## **1.3 No joint verification and due diligence**

- 1.3.1 The Supplier confirms that it, with regards to Project Services, prior to the date of the relevant executed Purchase Order, and with regards to any other Services, the applicable Commencement Date, shall make sure that it has received all information it has requested and that it does not lack any further information required in order to be able to make the commitments set out in this Agreement. Accordingly, the Parties agree that, unless

explicitly agreed in a Service Specification, there will be no joint verification after the date of the relevant executed Purchase Order, or the applicable Commencement Date, nor any true-up mechanism or similar in relation to Service requirements, pricing or otherwise, unless specifically stated herein.

- 1.3.2 The Supplier also confirms that all information that the Purchaser has provided to the Supplier as the basis for this Agreement has been reviewed by the Supplier and that the Supplier solely holds the responsibility for any errors in the information that should reasonably have been discovered by the Supplier and that may affect the provisions of the Services, except with regards to information that the Purchaser has provided concerning Antarctica Bars' business and IT environment (which information, for the avoidance of doubt, the Supplier in general shall be able to rely on). The Supplier also confirms that it has not discovered any erroneous or incomplete information, except with regards to information that obviously shall be completed at a later stage. The Supplier shall immediately inform the Purchaser if the Supplier during the Term should receive obviously erroneous or incomplete information from the Purchaser.

## **1.4 Contractual documentation and inconsistencies**

- 1.4.1 In the event there are inconsistencies or contradictions between any of the documents which form a part of this Agreement they shall prevail over

each other in the following order if not specifically stated otherwise in such document or the context or circumstances clearly suggest otherwise:

- (a) this Master Services Agreement;
- (b) the Appendices to this Master Services Agreement in the following order;
  - (i) Appendix A Common Requirements cross Service Objects
  - (ii) Appendix B General Terms for Projects
  - (iii) Appendix L General Pricing Appendix
  - (iv) Appendix F Service Level Agreement
  - (v) Appendix K Change Control Procedures
  - (vi) Appendix J Governance Model
  - (vii) Appendix I Exit Management/Exit Assistance
  - (viii) Appendix G Disaster Recovery Services
  - (ix) Appendix D Benchmarking
  - (x) Appendix E Form of Local Services Agreement
  - (xi) Appendix H Data transfer agreement
  - (xii) Appendix M Vendor Cooperation Agreement (template)
  - (xiii) Appendix O Antarctica Bars' Minimum Cybersecurity Requirements
  - (xiv) Appendix P ITSM Supplier Interface Model
- (c) any executed Service Specification referencing the terms of this Agreement;
- (d) any executed Purchase Order; and
- (e) the executed Procedures Manual.

1.4.2 Furthermore, in the event there are inconsistencies or contradictions between any of the agreements that shall be executed under and/or in relation to this Agreement they shall prevail over each other in the following order:

- (a) this Master Services Agreement, including its Appendices in the order of priority presented in Section 1.4.1 above;

- (b) any executed Local Services Agreement (if not identified as prevailing in the Master Services Agreement); and
- (c) any executed VCA.

### **1.5 Previous agreement between the Parties**

1.5.1 The Parties have previously entered into a Master Services Agreement dated [1 April 2019]

(the “Legacy Agreement”). Services provided to the Purchaser under the Legacy Agreement shall be continued to be provided under the Legacy Agreement as per the terms and conditions thereof (the “**Legacy Services**”). Notwithstanding the aforementioned, if a Service is purchased under this Agreement, and such Service covers the same subject matter as a Legacy Service, then the Legacy Service shall automatically terminate when the Service purchased under this Agreement commences to be delivered. Furthermore, the Parties agree that no new services will be purchased under the Legacy Agreement.

## **2. DEFINITIONS**

### **2.1 Interpretation**

Any reference here to a statute, statutory provision or statutory instrument includes a reference to that statute, statutory provision or statutory instrument, together with all the rules and regulations made under them as from time to time amended. Capitalised terms in this Agreement are defined in the way described below and said list of definitions also contains certain principles of interpretation. All capitalised terms in singular in the list of definitions shall have the same meaning in plural and vice versa.

### **2.2 List of definitions**

<b>Term</b>	<b>Definition</b>
<b>Acceptance</b>	shall mean the Purchaser’s acceptance of: (i) the complete Deliverables after an Acceptance Test as specified in Section 7.2.3; or (ii) a Milestone as specified in Section 6.4.2.
<b>Acceptance Tests</b>	shall have the meaning ascribed to it in Section 7.2.1.
<b>Actual Delivery Date</b>	shall mean the date when: (i) Acceptance has occurred of a Project Service Deliverable; or (ii) when a Project Service Deliverable fulfils the requirements set out in the relevant Service Specification and/or Project Plan.

<b>Affiliate</b>	shall mean any corporation, partnership or other entity that controls, is controlled by, or is under common control with, a Party to this Agreement (existing as well as future). A corporation or other entity shall be regarded as in control of another corporation or entity if it owns, directly or indirectly, more than fifty per cent (50%) of the voting or equity rights of the other corporation or entity.
<b>Agreement</b>	shall mean this Master Services Agreement, including the Service Specifications, Appendices, Exhibits, Purchase Orders, and executed Procedures Manual, as amended from time to time.
<b>Appendix</b>	shall mean an Appendix to this Master Services Agreement.
<b>Applicable Law</b>	shall mean any mandatory law, rule, and/or regulation issued by any country, state and/or governmental body in the countries where the Services are provided, including without limitation any acts issued by the European Union, as applicable for each Party in its capacity as; (i) a commercial entity and (ii) a provider of products and services in the sector in which it operates, irrespective of whether applicable to other sectors as well.
<b>Benchmarking</b>	shall mean the benchmarking procedure set out in Appendix D.
<b>Business Day(s)</b>	shall mean Monday through Friday excluding public holidays in the country where the Services are delivered, however if the Services are delivered in several countries, it shall mean Monday through Friday excluding Swedish public holidays. Where references are made to “days” without using the capitalised expression “Business Day(s)”, such references shall be deemed to be to calendar days.
<b>Changes</b>	shall have the meaning ascribed to it in Section 9.2.
<b>Change Control Procedures</b>	shall have the meaning ascribed to it in Section 9.2.
<b>Code of Conduct</b>	shall have the meaning ascribed to it in Section 5.1.3.
<b>Commencement Date</b>	shall have the meaning ascribed to it in Section 6.2.1.
<b>Confidential Information</b>	shall have the meaning ascribed to it in Section 12.1.
<b>Controller</b>	shall have the meaning ascribed to it in the GDPR.

<b>Critical Milestones</b>	shall have the meaning ascribed to it in Section 6.5.7.
<b>Defect</b>	shall mean that one or several Deliverables do not meet or cease to meet the requirements set out in the relevant Service Specification or any other applicable requirement on the Deliverables set out in the Agreement.
<b>Deliverables</b>	shall mean any software, hardware, work products or other results, materials and documentation originated, prepared, distributed, developed and/or provided by or on behalf of the Supplier under the Agreement.
<b>Deliverables Review Statement</b>	shall have the meaning ascribed to it Section 7.2.3.
<b>Delivery Date</b>	shall mean final agreed delivery date for a Project Service.
<b>Development and Commercial Committee</b>	shall mean the committee on the tactical level mentioned in Section 8.4. A detailed description of the responsibilities and procedures relating to the Development and Commercial Committee is set forth in Appendix J.
<b>Disaster Recovery Services</b>	shall have the meaning ascribed to it in Section 12.7.1.
<b>Disclosing Party</b>	shall have the meaning ascribed to it in Section 12.2.1.
<b>Effective Date</b>	shall mean 1 July 2022.
<b>End-to-End Responsibility</b>	shall have the meaning ascribed to it in Section 4.7.1.
<b>Exhibit</b>	shall mean an Exhibit to an Appendix or a Service Specification.
<b>Exit Management Plan</b>	shall mean a written plan stating how the Supplier, in the event that the provision of any Service governed by this Agreement (including New Services and Services under any of the Service Objects) ceases or shall cease, whichever is the longest, will give the Purchaser and relevant Purchaser Related Companies and/or their designee/new service provider all necessary assistance to allow the Services to continue without interruption or adverse effect and to facilitate the orderly transfer of the Service Objects or specific Services to the Successor.
<b>Exit Period</b>	shall have the meaning ascribed to it in Section 20.1.2.
<b>Extraordinary Event</b>	shall have the meaning ascribed to it in Section 10.10.
<b>GDPR</b>	shall have the meaning ascribed to it in Section 12.6.1.2.
<b>Governance Procedures</b>	shall mean the governance procedures set out in Appendix J.

<b>Governance Bodies</b>	shall have the meaning ascribed to it in Section 8.4.
<b>Indirect Taxes</b>	shall have the meaning ascribed to it in Section 10.8.2.
<b>Initial Term</b>	shall have the meaning ascribed to it in Section 19.1.

<b>Intellectual Property Rights</b>	shall mean any and all intellectual property rights, including but not limited to patents, trademarks, software, designs, utility models, copyrights, database rights, ideas, concepts, techniques, inventions, technologies, tools, processes and methodologies, know-how and trade secrets and any similar rights in any jurisdiction, regardless of whether registered or not, and all rights under licenses or otherwise in relation to any of the foregoing.
<b>Key Employees</b>	shall have the meaning ascribed to it in Section 8.2.3.1.
<b>Key Roles</b>	shall have the meaning ascribed to it in Section 8.2.3.1.
<b>Key Subcontractors</b>	shall mean the subcontractors to the Supplier that are listed as Key Subcontractors in applicable Service Specifications.
<b>Local Services Agreement</b>	shall mean a local services agreement entered into between a Purchaser Related Company and a Supplier Group entity, as further described in Section 3.2.1 below.
<b>Milestone</b>	shall mean a specific achievement (which, to clarify, may be a Deliverable or something else) defined as a “Milestone” in a Transition Plan, Transformation Plan or a Project Plan, or any other document under this Agreement, as applicable, to be achieved and accomplished by the Supplier (or, in particular cases, the Purchaser) by a certain Milestone Date.
<b>Milestone Date</b>	shall mean a date set out in a Transition Plan, Transformation Plan or a Project Plan, or any other document under this Agreement, as applicable, by which Acceptance of a Milestone must have occurred.
<b>New Services</b>	shall mean services being either (i) clearly outside the scope of an existing Service Object, in which case such service shall be deemed a new Service Object or (ii) not clearly outside the scope of an existing Service Object, in which case it shall be included in the relevant existing Service Object), but shall never include the services identified in Section 4.6 below (and as such not possible to be ordered by the Purchaser under this Agreement), which the Purchaser wishes to add to the scope of this Agreement. For the avoidance of doubt, new Project Services are deemed “New Services” hereunder.

<b>Notice</b>	shall have the meaning ascribed to it in Section 21.7.1.
<b>Notice of Election</b>	shall have the meaning ascribed to it in Section 17.4.
<b>Operational Management</b>	shall mean the operational management committees mentioned in Section 8.4. A detailed description of the responsibilities and procedures relating to the different Operational Management committees is set forth in Appendix J.

<b>Optimisation</b>	shall have the meaning ascribed to it in Section 5.9.1.
<b>Party/Parties</b>	shall mean the Purchaser and the Supplier, individually or jointly as the case may be.
<b>Personal Data</b>	shall have the meaning ascribed to it in the GDPR.
<b>Procedures Manual</b>	shall have the meaning ascribed to it in Section 8.1.1.
<b>Process/Processing</b>	shall have the meaning ascribed to it in the GDPR.
<b>Processor</b>	shall have the meaning ascribed to it in the GDPR.
<b>Professional</b>	shall mean the levels of price/quality/service levels which lie in the top quartile of those being achieved from time to time within the relevant information technology/outsourcing industry on the same market and geography as the Supplier for equivalent or substantially similar services as the Services.
<b>Project Plan</b>	shall have the meaning ascribed to it in Section 6.3.2.
<b>Project Services</b>	shall mean services under which a temporary organisation, with people and other assets provided by the Supplier, and potentially the Purchaser, is established for the execution of a package of work (an IT project or program) which is contained in a defined scope, timescale and price model. Each project has a lifecycle that typically includes initiation, planning, execution, and closure. The Purchaser's IT projects are by default managed using the DITS methodology, with adaptations to suit project scale and complexity, unless otherwise agreed. Appendix B sets out general terms and conditions applicable to all Project Services. Each Project Service shall be specified in a Project Plan, which shall either be attached as an Exhibit to the relevant Service Specification or form a new Service Specification as set out in Section 6.3.2.
<b>Purchaser</b>	shall mean Antarctica Bar Corporation as referred to in item (1) in the introduction to this Agreement.

<b>Purchaser Related Companies</b>	shall mean any Purchaser's Affiliate or other subsidiary in which the Purchaser from time to time directly or indirectly owns and controls at least 25 % of the voting stock, partnership interest or other ownership interest. In case any other Antarctica Bars company than Antarctica Bar Corporation is designated as Purchaser in the Agreement, Antarctica Bar Corporation shall also be deemed to constitute a Purchaser Related Company.
<b>Purchaser Group</b>	shall mean the Purchaser and the Purchaser's Affiliates.
<b>Purchase Order(s)</b>	shall mean an electronic or physical purchase order regarding the Services or part thereof specified in the order issued by the Purchaser to the Supplier.

<b>Ready-To-Go-Milestones</b>	shall mean the Milestones set out in the Transition Plan to be Ready-To-Go-Milestones.
<b>Receiving Party</b>	shall have the meaning ascribed to it in Section 12.2.1.
<b>Reimbursable Expense</b>	shall mean an expense agreed by the Parties to be barried by the Purchaser as explicitly set out in the relevant Service Specification.
<b>SCC</b>	shall have the meaning ascribed to it in Section 22.2.2.
<b>Service Bonus</b>	shall have the meaning ascribed to it in Appendix F.
<b>Services</b>	shall have the meaning ascribed to it in Section 4.1.
<b>Service Charges</b>	shall mean the charges to be paid in consideration of the performance of the Services and the other undertakings of the Supplier pursuant to the Agreement, which are specified in Appendix L and the relevant Service Specification, as applicable.
<b>Service End Date</b>	shall have the meaning ascribed to it in Section 20.1.2.
<b>Service Level Calibration Period</b>	shall have the meaning ascribed to it in Section 7.1.5.
<b>Service Level Credit</b>	shall mean the agreed amount payable from the Supplier to the Purchaser if a Service Level is not met.
<b>Service Levels</b>	shall have the meaning ascribed to it in Appendix F.

<b>Service Object</b>	shall mean a service object, which is either (i) a set of Services within a specific coherent business area of Antarctica Bars or (ii) a set of related Services, specified in a Service Specification as agreed between the Parties on the terms set out in this Agreement and as amended from time to time during the Term, comprising, as applicable, any and all Services, New Services and Project Services, within such service object as specified in the Service Specification (as amended from time to time).
<b>Service Specification / Service Object Specification</b>	shall have the meaning ascribed to it in Section 5.1.1.
<b>Strategic Steering Committee</b>	shall mean the Strategic Steering Committee mentioned in Section 8.4. A detailed description of the responsibilities and procedures relating to the Strategic Steering Committee is set forth in Appendix J.
<b>Successor</b>	shall have the meaning ascribed to it in Section 20.1.2.
<b>Supplier</b>	shall mean HCL Technologies Sweden AB as referred to in item (2) in the introduction to this Agreement.
<b>Supplier Group</b>	shall mean the Supplier and the Supplier's Affiliates.
<b>Supplier Guarantee</b>	shall have the meaning ascribed to it in Section 18.2.1.
<b>Supplier Obligations</b>	shall have the meaning ascribed to it in Section 18.2.1.

<b>Supplier Products</b>	shall mean all commercially available software products that the Supplier has developed prior to the Effective Date hereof or independently after the Effective Date hereof, and which are specified in a Service Specification as being a Supplier Product. The software products VCOM, SI Plus and WirelessBar's Telematics Platform shall for the avoidance of doubt always be considered Supplier Products, whether specified or not.
<b>Targeted Cost Additions</b>	shall have the meaning ascribed to it in Section 10.10.4.
<b>Targeted Cost Reductions</b>	shall have the meaning ascribed to it in Section 10.10.4.
<b>Targeted Resource Additions</b>	shall have the meaning ascribed to it in Section 10.10.4.
<b>Targeted Resource Reductions</b>	shall have the meaning ascribed to it in Section 10.10.4.
<b>Tax</b>	shall mean all form of taxation and statutory, governmental, state, federal, provincial, local, government or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities wherever chargeable and any penalty, fine, surcharge, interest, charges or costs relating thereto.

<b>Term</b>	shall have the meaning ascribed to it in Section 19.1.
<b>Termination Assistance Period</b>	shall have the meaning ascribed to it in Section 20.2.1.
<b>Termination Payment</b>	shall have the meaning ascribed to it in Section 19.4.2.
<b>Third Party Software</b>	shall have the meaning ascribed to it in Section 13.4.1.
<b>Third Party Agreements</b>	shall have the meaning ascribed to it in Section 14.1.
<b>Trademarks</b>	shall mean trademarks, logos, service marks, or other proprietary symbols or designations of a Party, whether registered or not.
<b>Transformation</b>	shall have the meaning ascribed to it in Section 5.10.1.
<b>Transformation Plan</b>	shall mean a plan mutually agreed between the Parties in which Transformation activities of a specific Service Object, or part of a Service Object, are described, and which is attached to the relevant Service Specification.
<b>Transition</b>	shall have the meaning ascribed to it in Section 6.1.1.
<b>Transition Period</b>	shall mean the period of days or Business Days (as the case may be) set out in the respective Transition Plan during which the Transition of the respective Service Object shall be performed.
<b>Transition Plan</b>	shall have the meaning ascribed to it in Section 6.1.3.
<b>VCA</b>	shall mean the Vendor Cooperation Agreement between the Supplier and third party services suppliers described in Section 8.6.2.
<b>Viruses</b>	shall have the meaning ascribed to it in Section 15.9.
<b>Antartica Bars</b>	shall mean the Purchaser and the Purchaser Related Companies.
<b>Antartica Bars' Site</b>	shall have the meaning ascribed to it in Section 5.7.

### 3. SERVICE RECIPIENTS, LEGAL RELATIONSHIPS AND LOCAL SERVICES AGREEMENTS

#### 3.1 Service recipients

- 3.1.1 The Purchaser shall have the right to receive the Services and the Supplier shall be obligated to provide the Services under this Agreement. The Agreement does however not in itself constitute a binding order to purchase such Services, nor any obligation to place such orders. Instead, any and all Services will be performed following the Purchaser's sole decision to execute a Purchase Order for a particular Service, or a set of Services within a Service Object, as further described in Section 4.2

below. Accordingly, the Supplier shall not have any obligation to deliver any Services until the Purchaser has issued a Purchase Order.

- 3.1.2 In addition to the Purchaser, all Purchaser Related Companies shall be entitled to receive and use the Services under this Agreement, as decided by the Purchaser in its sole discretion from time to time (including, for the avoidance of doubt, any such entities acquired or established after the Effective Date). The Supplier will provide (or cause another Supplier Group entity, in case of a Local Services Agreement, to provide) the Purchaser and all Purchaser Related Companies with Services in accordance with this

Agreement, including the Service Specifications. Upon request from the Supplier, the Purchaser shall provide a list of which Purchaser Related Companies that will be or are service recipients of such Services. Any addition of a recipient in relation to a Service shall be carried out by the Supplier in such a way that any disturbances to the existing Service recipients are minimised.

- 3.1.3 Notwithstanding Section 3.1.2 above and Section 3.2.1 below, the Supplier or another Supplier Group entity (in case of a Local Services Agreement) may refuse the provision of

Services to a Purchaser Related Company under a Local Services Agreement if the Supplier or the other Supplier Group entity can show valid grounds for such a refusal.

### **3.2 Legal relationship and execution of Local Services Agreements**

- 3.2.1 The legal relationship under this Agreement is between the Purchaser and the Supplier. Should the Purchaser at its sole discretion so decide (with the exception stated in Section 3.1.3 above), however, a “local to local” or “local to central” approach shall be applied in relation to any Purchaser Related Company and Local Services Agreements shall be entered into between the Purchaser Related Company and the Supplier Group entity (which, for the avoidance of doubt may be the Supplier) which have been designated to receive and provide such Services, respectively. For the avoidance of doubt, a Local Services Agreement shall on the Supplier’s side only be entered into by the Supplier or a Supplier Affiliate which is controlled by the Supplier. The Local Services Agreements shall give effect to the terms and conditions of this Agreement and be based on the template attached hereto as Appendix E. The terms and conditions of any Local Services Agreement may vary from the form of Appendix E and/or any exceptions allowed by this

Agreement solely (i) due to factors beyond the reasonable control of the Parties, such as but without limitation, mandatory Applicable Law of the relevant jurisdiction; and (ii) with regards to Service Charges, due to specific local circumstances (including but not limited to compensation for local regulatory authorizations, permits and licenses). If any additional variations are requested by either Party they shall be handled in accordance with the Change Control Procedures. Any such deviations shall prevail over the terms of this Agreement, but only to the extent based on such factors. The Parties will negotiate in good faith to resolve issues that may arise in the course of negotiations for any such Local Services Agreement. In any event, the Parties agree that each such Local Services Agreement (including without limitation all applicable Appendices thereto) shall be duly executed, and further agree that, notwithstanding the execution of any such Local Services

Agreement in another language, the English language version of each such Local Services Agreement will supersede and prevail over any other language version of any such Local Services Agreement.

- 3.2.2 All Supplier Group entities and Purchaser Related Companies, respectively, entering into Local Services Agreements or otherwise providing or receiving Services hereunder shall observe and comply with all provisions of this Agreement and the relevant Local Services Agreements. Each Party is responsible for making sure that its Affiliates observe and comply with the provisions of this Agreement. Unless otherwise agreed, the Purchaser respectively the Supplier assumes no liability for any acts and/or omissions by any Purchaser Related Company respectively Supplier Group entity under a Local Services Agreement, but such Purchaser Related Company respectively Supplier Group entity shall be responsible for its own obligations thereunder.
- 3.2.3 If this Agreement is terminated in whole, all Local Services Agreements shall also be terminated, unless agreed otherwise between the Purchaser and the Supplier. All Local Services Agreements must contain a termination clause to this effect.

### **3.3 Service users other than Antarctica Bars**

Antartica Bars shall be entitled to grant subcontractors, including other suppliers of Antarctica Bars, the right to be involved in installing, managing, hosting and using the Services on behalf of Antarctica Bars, although limited to Antarctica Bars' internal business purposes. The Supplier shall however not be responsible for delays, Defects or Service Level failures, or any other failure by the Supplier to perform in accordance with the Agreement, caused by Antarctica Bars' subcontractors. For the avoidance of doubt, the above shall not mean that a contractual relationship is established between the Supplier Group and the applicable subcontractors, unless an agreement have been entered into between the Supplier and such subcontractor.

### **3.4 Divesting a Purchaser Group entity**

- 3.4.1 From time to time, the Purchaser Group may divest some or all interests in certain business units of or an entire Purchaser Group entity. At the execution of such divestment, such business unit or entity shall no longer be considered a part of the Purchaser Group. However, in such cases, the Supplier shall upon request from the Purchaser enter into a Local Services Agreement with the relevant Purchaser Group entity on the same terms and conditions as under this Agreement, provided that it is not unreasonable due to the relevant Purchaser Group entity not being financially stable or otherwise could be assumed not to comply with its contractual obligations or if the Purchaser Group entity is divested to a direct competitor of the Supplier, or if it for some other reason would be unreasonable to the Supplier.
- 3.4.2 Applicable Service Charges shall be reduced with the corresponding part of the Service Charge applicable in relation to the divested entity.

## 4. SERVICES

### 4.1 Provision of Services

- 4.1.1 As from the Effective Date the Supplier shall provide to the Purchaser and the Purchaser Related Companies the services, functions and responsibilities described in this Agreement, including any and all Service Objects, and in particular as set forth in each Service Specification as they may evolve and be supplemented, enhanced or modified, upon mutual written agreement of the Parties, during the Term (the “**Services**”).
- 4.1.2 The Supplier will provide Services under each Service Object as further specified in the respective Service Specification. This Agreement governs all of the Services, regardless of under which Service Object a Service is provided, and unless otherwise stated or specified in the respective Service Specification, the provisions of this Agreement shall apply equally in relation to all Services under all Service Objects. If the Purchaser would want to purchase New Services during the Term, which shall not make part of an existing Service Object, a new Service Specification shall be produced in accordance with Section 4.5 below. For the avoidance of doubt, it shall be noted that the Agreement shall not be renegotiated in case the Purchaser in the future purchases New Services, unless mutually agreed in writing between the Parties. For the avoidance of doubt, it could also be noted that any of the New Services, may contain so called cloud computing elements. Such elements shall not imply a right to re-negotiate the Agreement, even though some matters in relation to this, as in relation to all New Services, shall be handled through the Change Control Procedures as set out in Section 4.5 below.
- 4.1.3 Appendix A sets out terms and conditions applicable in relation to all Service Objects to be provided by the Supplier under this Agreement.
- 4.1.4 The Parties have attempted to in this Agreement (including the Service Specifications), describe all tasks and services required for the proper and effective operation of the Services. If any services, functions or responsibilities not specifically described in this Agreement are necessary (and which could reasonable be provided by a Professional IT supplier providing the Services) for the provision and use of the Services in accordance with the overall agreed functionality, they shall be deemed to be implied by and included within the scope of the Services and agreed Service Charges to the same extent and in the same manner as if specifically described in this Agreement and will thus not be charged separately, unless such services, functions or responsibilities are expressly excluded from this Agreement. The Supplier shall use commercially reasonable efforts to always perform the Services at least at the same level as such Services were performed during the twelve (12) month period immediately preceding the Commencement Date, or such shorter period of time during which such data is available. In addition, the Supplier shall always perform the Services and its other obligations hereunder in a professional workmanlike manner. This Section 4.1.4 shall in no way be interpreted as requesting the Supplier to provide new activities and tasks

not included in the Services Specifications but are intended to capture details of activities necessary and imperative to deliver the Services that otherwise may have been unintentionally left out from the Service Specification by the Parties.

- 4.1.5 Without any additional charges than the Service Charges, and unless otherwise explicitly agreed in the applicable Service Specification, the Supplier shall be responsible for

providing any and all resources (*e.g.* without limitation facilities, personnel, equipment, services, tools and software) necessary for delivering the Services and meeting its obligations under this Agreement. However, the Purchaser shall provide the resources as can reasonably be required in relation to the Supplier's performance of the Services, *e.g.* regarding access to facilities. In the event the Supplier requires additional services to be rendered from the Purchaser in order for the Supplier to be able to deliver the Services, and it is specified in the relevant Service Specification that such Services shall be charged to the Supplier, then such arrangements shall be charged to the Supplier on cost price.

- 4.1.6 The Purchaser's resources (with the exception of personnel resources, see Section 4.1.7 below) may only be used by the Supplier for the sole purpose of providing the Services to the Purchaser and are always to be used in an efficient and prudent manner. Any and all of the Purchaser's resources to be provided will be furnished on an "as is - where is" basis without any representations and warranties for their condition and usability, unless otherwise agreed in a Service Specification. If the conditions and/or usability of such resources are significantly lower than could have been reasonably expected, and this has a material proven negative impact on the Services, the Supplier shall be excused for such negative impact (which for the avoidance of doubt may include delays, Defects and Service Level failures). When the Purchaser's resources are no longer required for performance of the Services, the Supplier will return the Purchaser's resources to the Purchaser in substantially the same condition as when the Supplier began use of the Purchaser's resources, subject to reasonable wear and tear. For the avoidance of doubt, the Supplier's use of Purchaser acquired Third Party Software is regulated in Section 13.4 below.

- 4.1.7 The personnel resources of the Purchaser may only be used by the Supplier for the sole purpose of providing the Services to the Purchaser and are always to be used in an efficient and prudent manner. Any such personnel is provided without any representations and warranties with regards to educations and skills, unless explicitly otherwise agreed in this Agreement (which for the avoidance of doubt includes the relevant Service Specification(s)), except that the personnel shall be reasonably skilled for their assignments.

## 4.2 Purchase Orders

- 4.2.1 This Agreement and/or the execution of any Service Specifications, etc. do not in themselves constitute a binding order from the Purchaser to purchase any Services and the Supplier is not entitled to payment for any

Services or to pay any damages unless the Purchaser has issued a Purchase Order to confirm that such work shall be commenced.

Instead, any Services to be provided shall be based on the Purchaser issuing a Purchase Order to the Supplier, identifying the relevant Service Objects and Services and make reference to and incorporate the terms and conditions of this Agreement.

- 4.2.2 In the event that the Supplier in writing has set a date or a set time period within which a Purchaser Order in relation to a finally agreed Service Specification at the latest must be issued for the Supplier to be able to comply with therein agreed Delivery Dates, Commencement Dates and/or Milestone Dates, and a Purchaser Order is issued after such date or set time period, the Supplier has a right to request a postponement of said Delivery Dates, Commencement Dates and/or Milestone Dates if it may affect the Supplier's ability to comply with those dates. The postponement may in such a case not exceed the corresponding delay in issuing the relevant Purchase Order.

### **4.3 Contract management services**

- 4.3.1 The contracts listed as contracts to be managed by the Supplier in the Service

Specifications, and related to the Services, shall remain with the Purchaser, but the Supplier shall manage those contracts as a part of the Services on behalf of the Purchaser, and shall hence be considered included in the respective Services as applicable. Such contract management will include:

- (a) after receiving the Purchaser's written approval (which for the avoidance of doubt may include terms and conditions, prices, number of users, etc., as applicable), ordering on behalf of the Purchaser any goods or services to be rendered under the contracts;
- (b) monitoring compliance with the contracts (after an introduction by the Purchaser, if so requested by the Supplier);
- (c) verifying any invoices sent by third parties relating to the orders under (a) above and submitting them to the Purchaser with a recommendation for action (*i.e.* payment or non-payment); and
- (d) having all such other operational contacts that are reasonably required in order to implement the contracts.

For the avoidance of doubt, it shall be noted that such contract management will not include termination of contracts (due to *e.g.* the contractor's non-contractual performance) or any kind of responsibility for the contractor's performance under said contracts.

- 4.3.2 The contract management services do not include any right or authority for the Supplier to amend the third party contracts or to admit on behalf of the Purchaser any liability due to breach of contract or under any Applicable Law.

4.3.3 Additional contracts to be managed by the Supplier may be added to the applicable Service Specifications by the Change Control Procedures, whereby it is agreed that the Supplier will not charge separately for any additional contracts if the management of the contracts can be made by personnel already engaged in rendering the Services (*i.e.* without any need to involve additional employees or for the employees to work overtime for handling also the third party contracts).

#### **4.4 Amendments/modifications of Services**

4.4.1 Any requests for amendments or modifications to Services shall be handled through the Change Control Procedures.

4.4.2 Subject to Section 4.4.1 above, the Services shall be amended or modified if requested in

writing by the Purchaser provided that such amendments or modifications are possible to implement from a technical perspective. Notwithstanding the aforesaid, neither Party may reject a request for Service amendments or modifications that are required for the other Party to comply with Applicable Laws. If a Party rejects a Change proposed by the other Party which is required for the other Party to be in compliance with Applicable Laws or any other obligations of that Party under this Agreement, and in the Supplier's case the Purchaser policies, the Party shall not be held liable for its failure to comply with its obligations under this Agreement in that specific respect.

4.4.3 Amendments or modifications shall never have any negative effect, in any way, on the already provided Services, unless agreed otherwise through the Change Control Procedures.

4.4.4 In addition to what is stated in Section 4.4.2 above, the Supplier shall:

(a) at its own initiative request for Changes reasonably required from time to time in order to meet the general objectives referred to in Section 1.1 above (for the avoidance of doubt, the Supplier will have fulfilled its undertaking in this Section

4.4.4 (a) once it has suggested a Change, irrespective of whether Purchaser and Supplier thereafter agree on such a Change); and

(b) at its own initiative ensure that a request for Change is made if reasonably required in order for the Supplier to comply with Section 5 below.

#### **4.5 New Services**

4.5.1 The Purchaser may after the Effective Date identify the need for New Services within the scope of an existing Service Object or in relation to a new Service Object. Additional volumes of existing Services contained in the Agreement, shall for the avoidance of doubt not be considered a New Service, but will be treated as part of the Services and the Service Charges for such additional volumes, if any, will be calculated according to the applicable pricing principles defined in Appendix L and the relevant Service Specification, as applicable.

4.5.2 In cases where the Purchaser wishes to obtain New Services from the Supplier which are linked to existing Services under the Agreement, and where the Supplier cannot show that it is incapable of providing such New Services, the Supplier shall provide the Purchaser and the Purchaser Related Companies with such New Services, as decided by the Purchaser. The provision of other New Services shall be agreed on between the Parties. New Services shall be provided based on the same pricing principles as for the existing Service Objects, if applicable, and in accordance with Appendix L. The Service Charges for New Services shall, however, in no event exceed a fair market price for such services (and in no event the charges the Supplier generally provides to similar customers for similar services, taking into account discounts offered by the Supplier to such customers). Furthermore, the New Services shall be provided with Service Levels and functionality equal or better, than those applying for comparable Services under the Agreement in those locations where the Supplier Group is providing such comparable Services. In consideration of the provision of the New Services, the Purchaser shall pay the fees agreed to by the Parties. When the Parties have mutually agreed on a New Service, in accordance with the Change Control Procedures, the Agreement shall be updated accordingly and the New Service shall become part of the Services and, at the Purchaser's sole discretion be merged into an existing Service Object or categorised as a new Service Object. The Supplier may however request that a New Service is categorised as a new Service Object or merged into an existing Service Object, which shall not be unreasonably denied by the Purchaser if the Supplier has presented valid reasons for such a categorisation.

4.5.3 For each New Service a Service Specification and the relevant Exhibits shall be produced, or a current Service Specification and its Exhibits be updated, as applicable and to the extent that the New Service has not been merged into an existing Service and the existing wording cannot be applied in relation thereto. For the avoidance of doubt, the provisions in this Agreement shall apply in relation to all Services under the respective Service Objects under this Agreement, *i.e.* also on New Services. Hence, for the avoidance of doubt, the

only matter to be handled through the Change Control Procedures with regards to New Services, is the content of the relevant Service Specification (either through updating an existing Service Specification or through the production of a new one). Any new Service Specification for any New Services shall however be based on the principles set out in the existing Service Specifications, to the extent applicable. New Services shall never have any negative effect, in any way, on the existing Service Objects or otherwise on the provision of the Services, unless the Purchaser has accepted such negative effect in writing.

4.5.4 Prior to agreeing on a New Service, the Purchaser may request the Supplier to make a proposal for the performance of the relevant activities to be covered by such New Service. Such proposal shall upon the request of the Purchaser include at least one of the following three alternatives, (i) a fixed price, (ii) an arrangement based on time and material (with prices not to exceed the hourly rates set out in this Agreement), and (iii) an arrangement based on time and material combined with a risk/reward

mechanism, unless otherwise agreed between the Parties. The preparation of a proposal shall be regarded as a pre-sales activity and not be subject to any separate compensation to the extent such preparation activities relate to work normally done by a supplier to respond to a request for quotation (excluding, for clarity, work requested by the Purchaser to specify the requirements of such a request). The Purchaser will use the proposal or part thereof to request a New Service to be included under this Agreement. A proposal from the Supplier is not binding upon the Purchaser, and there are no guarantees that the Purchaser will purchase such service.

#### 4.6 Out-of-scope Services

For clarification purposes, the Parties acknowledge and agree that services which are outside of the normal range of services offered by the Supplier shall be considered outside of the scope of the Services. In the event the Parties do not agree on whether any activity shall be considered to fall outside of the scope of the Services, the issue shall be referred to the Development and Commercial Committee.

#### 4.7 Comprehensive End-to-End responsibility

- 4.7.1 The Supplier shall commit to a comprehensive end-to-end and overall responsibility for the performance of the Services, and in particular for the due performance of each Service Object, *i.e.* the Supplier takes full responsibility for the overall performance of the Services in accordance with what is stated in this Agreement, as well as any Project Services, work related to Transition, Optimisation and, where agreed, Transformation, and other such services inherited in the Services, and shall to the largest extent possible ensure a single seamless end-user experience for the Purchaser and the relevant Purchaser Related Companies, irrespective of the diversity of Service Objects and of who (subcontractors, the Supplier Group entities, etc.) performs the actual Services. The Supplier also has the full responsibility for interface integration between its different Services with shared interfaces towards the Purchaser, whether within the same Service Object or belonging to different Service Objects, as well as make commercially reasonable efforts to integrate or make compatible its interfaces with the interfaces of other third party service providers of the Purchaser, as specified in a Service Specification or may be regulated under a VCA or otherwise specified in writing in relation to a Service (all together “**End-to-End Responsibility**”). For the avoidance of doubt, the above shall not put any responsibility on the Supplier for the performance of third party service providers or performance outside of the scope of the Services.

- 4.7.2 As set out in Section 6.3.2 below, Project Services may, in the Purchaser’s sole discretion, be performed in relation to a Service Object. As part of the Supplier’s comprehensive End-

to-End Responsibility, the Supplier shall be responsible for any effect that such Project Services, including any Deliverables delivered as part thereof, may have on the other Services within such Service Object.

- 4.7.3 The Supplier shall, in addition to what is stated above, ensure that the Services and any equipment, networks, software, enhancement upgrades, updates, modifications and other resources utilised by the Supplier or approved by the Supplier for utilisation by the Purchaser in connection with the Services, shall be successfully integrated and interfaced and shall be compatible with the relevant other services, systems, items and other resources that are being used by the Purchaser and the Purchaser Related Companies at the Effective Date or introduced at a later date and recommended or approved by the Supplier for use by the Purchaser, as further described in Appendix P.

## 5. GENERAL SERVICE REQUIREMENTS

### 5.1 General

- 5.1.1 The Supplier shall provide the Services in accordance with the specification of Services for each Service Object, including any Exhibits to such specification (as amended from time to time through the Change Control Procedures, or by adding Project Services and/or New Services (where relevant), if any, to the scope of the Service Object) (each a "**Service Specification**") (also referred to in the Agreement as a "**Service Object Specification**") as well as otherwise comply with the terms and conditions of this Agreement (including the Appendices).
- 5.1.2 The Supplier shall provide the Service Objects and perform the Services in a professional manner and in line with the level of performance that can reasonably be expected from a Professional provider of information technology services.
- 5.1.3 The Purchaser has adopted a Code of Conduct for Business Partners (the "**Code of Conduct**"), available at <https://group.Antarticabars.com/sustainability>. The Supplier shall comply with the Code of Conduct or similar principles. Further, the Supplier shall ensure that the Code of Conduct or similar principles are communicated and complied with by its employees and sub-contractors.
- 5.1.4 With regards to what is mentioned in the Code of Conduct the Supplier undertakes not to engage in any act or omission that could possibly be construed as giving or taking a bribe or in any other kind of corruption, including, but not limited to, any form of benefits to a third party, whether public or private, in order to obtain or retain business or to gain preferential treatment. Failure to comply with the above shall be deemed to be a material breach of this Agreement and shall entitle the Purchaser to terminate the Agreement in accordance with Section 19.3 below. Furthermore, when the Supplier is performing its obligations under the Agreement it shall not (i) use forced labour, regardless of its form, (ii) employ any person below the age of fifteen (15) years, unless such employment is part of a government approved job training, apprenticeship or other program that would be clearly beneficial to its participants, or (iii) engage in physically abusive disciplinary practices. Nor shall the Supplier,

when on the premises of the Purchaser (i) abusively use alcohol or illegal drugs, (ii) be in possession of illegal drugs, or (iii) be under the influence of, or impaired by, alcohol or illegal drugs. The Supplier shall note especially that it must comply with all Applicable Laws, rules, regulations, orders or standards of the country (and where applicable the region) of production and/or destination which relate to conditions of employment, freedom of association, wages and hours, including, but not limited to, discrimination and occupational health/safety.

## **5.2 Certifications and standards**

The Supplier shall ensure that all Services meet the standards for ISO 9001, ISO 20000, ISO 27000 and/or ISO 14001, or any equivalence of said standards, if and to the extent applicable, and undertakes to obtain and retain a written adherence letter in relation thereto. The Supplier may however be allowed to, instead of fulfilling the aforementioned standards, have other adequate and by the Purchaser approved quality, information/IT Security and environment management systems in place. The Supplier shall, unless otherwise agreed, have a three (3) months grace period from the date when this Agreement is duly signed by both Parties, after which period, the Supplier shall be able to demonstrate to the Purchaser that the Services are produced, delivered and managed in accordance with such quality, information/IT Security and environmental system. The Supplier shall thereafter on a yearly basis be prepared to demonstrate that the above is still fulfilled. If not, the Supplier shall, subject to Section 18 below, hold the Purchaser harmless of any and all costs that the Purchaser incurs related to such non-compliance.

## **5.3 No fixed volume undertakings and no exclusivity**

- 5.3.1 The Purchaser does not guarantee to purchase any certain volumes of the Services and/or revenues, unless otherwise specified in the applicable Service Specification or in relation to a specific Service Charge specified therein, or Appendix L, as applicable, and the Supplier is aware of and accepts that the need of the Services and thus the revenues may significantly fluctuate in volume over time. For the avoidance of doubt, if an estimated volume is stated in a Service Specification, it is not any kind of volume guarantee and if a range of volume is stated in a Service Specification, fluctuation within this range is not a Change.
- 5.3.2 The Supplier will not be granted any exclusivity in relation to the supply of Services to the Purchaser, and the Purchaser, as well as the Purchaser Related Companies, are always free to source services that are the same or similar to the Services from other suppliers or to perform such services itself.

## **5.4 Licenses, approvals, etc.**

- 5.4.1 The Supplier shall, unless otherwise agreed for a certain Service Object, be responsible for obtaining and maintaining, at its own cost, all necessary licenses, approvals, permits and authorisations required by Applicable Law for its provision, and use by Antarctica Bars, of the Services in accordance with the Agreement, including but not limited to:

- (a) licenses, approvals, permits and authorisations from any governmental or regulatory body or other third parties under Applicable Law, except as specified in Section 5.4.2 below; and
  - (b) consents or licenses from third parties who have any legal interest in any software or hardware or documentation used by the Supplier, unless otherwise set forth in Section 13.4 below.
- 5.4.2 Where mandatory Applicable Law requires that only the relevant Antarctica Bars companies may seek such licenses approvals, permits, or authorisations, or where such licenses, approvals, permits or authorisations are related to the automotive business only, the relevant Antarctica Bars company shall however obtain the necessary license, approval, permit

or authorisation subject to the Supplier's consent. The Supplier shall be responsible for all fees and Taxes associated with obtaining such licenses, approvals, permits and authorisations which it is required to obtain.

## **5.5 IT security requirements**

- 5.5.1 The Supplier shall at all times adhere to the "Antartica Bars' Minimum Cybersecurity Requirements" set out in Appendix O and any other requirements agreed for a specific Service Object, , and follow best industry practices for cybersecurity.
- 5.5.2 In addition to the above, the Purchaser has an internal cybersecurity framework and directive, the "Antartica Bars Cybersecurity Directive". Where the Supplier is performing work within the Purchaser's premises with the Purchaser's owned IT resources, the "Antartica Bars Cybersecurity Directive" is applicable and shall be adhered to, as well as when the Supplier is performing work on applications, platforms, infrastructures, managed networks owned by the Purchaser.

## **5.6 Facilities and localisation**

- 5.6.1 If not otherwise expressly set forth in a Service Specification, the Purchaser will only provide space at Antarctica Bars' facilities free of charge to the extent that such use by the Supplier Group entities have been specifically requested by the Purchaser. Should the Purchaser request local presence of the Supplier but not be able to provide space at the relevant Antarctica Bars' facilities, the Purchaser shall reimburse the Supplier for any actual proven costs for renting facilities nearby provided that such rental arrangements have been pre-approved in writing by the Purchaser. In case the Supplier is somehow prevented from renting such facilities (including but not limited to that the Supplier cannot receive internal approval for such rental), the Purchaser or a Purchaser Related Company shall instead provide such facilities to the Supplier. In all other situations (*i.e.* when not specifically requested by the Purchaser), the Purchaser shall have no obligation to provide space at Antarctica Bars' facilities and any such use (including any specific facility needs, etc.) will have to be specifically agreed upon between the Parties. Any permitted use of

Antartica Bars' facilities shall be solely for the benefit of Antartica Bars to receive Services under this Agreement and may not be used by the Supplier Group entities for the provision of services to other customers.

- 5.6.2 Antartica Bars are entitled to reorganise their business and may at their option relocate the Supplier Group entities from space provided by Antartica Bars, pursuant to Section 5.6.1 above, from time to time to other space of equivalent size and quality provided by such Antartica Bars companies. Any costs associated with a relocation of the Supplier initiated by the Purchaser will be paid for by the Purchaser. Should the Supplier initiate relocation within a Antartica Bars facility (subject to the Purchaser's approval) or to a Supplier Group owned or leased facility then the Supplier will be responsible for payment of costs associated with such relocation activities.
- 5.6.3 Space provided to the Supplier by Antartica Bars, if any, include facility services corresponding to the same level of service provision Antartica Bars gives its own employees based at that facility. The Supplier is however aware of and accepts Antartica Bars' right to give priority to their core businesses when allocating facilities.
- 5.6.4 Regarding the premises arrangements set out in this Section 5.6, the Supplier shall refrain from, and shall cause the other relevant Supplier Group entities to refrain from, exercising any right of tenure and will voluntarily relinquish the space and premises without any claim

for compensation upon the expiration or termination of the Agreement. Any request from a Antartica Bars company to a Supplier Group entity to vacate space from the Antartica Bars company during the Term, and where the Antartica Bars company cannot offer the Supplier Group entity alternative comparable accommodation, must be made in writing and with a notice period of at least six (6) months.

- 5.6.5 The location where the Supplier will provide the Services shall be listed in the Service Specification, if any such requirements exist, regardless if this is the Purchaser's facilities or not.
- 5.6.6 The Supplier may relocate the production of the Services to a site outside of the European Economic Area, unless specified otherwise for a certain Service Object, provided that such relocation does not cause the Supplier or Purchaser to not comply with Applicable Law, *e.g.* concerning processing of personal data or accounting regulations. For relocations outside of the Purchaser's facilities any costs for relocation of the production of the Services shall be borne by the Supplier unless such relocation is requested by the Purchaser, in which case such cost compensation shall be reasonable.

## 5.7 Behaviour on the Antartica Bars' Site

If the Services are performed at the Purchaser's facilities and/or facilities where the Purchaser's personnel work and to which the Services are delivered (the "**Antartica Bars' Site**"), the Services must conform to the security regulation applicable from time to time

for work on such sites. The Supplier is responsible to inform itself, its employees and its subcontractors of the safety and security regulations applicable on the Antarctica Bars' Site from time to time, which shall be provided by the Purchaser upon the Supplier's request.

## **5.8 Choice of hardware and service architecture, refresh cycles**

5.8.1 Any requirements on hardware/software, service architecture, refresh cycles, etc. that the Purchaser may have, are stated in each Service Specification.

5.8.2 If any such requirements exist, the Supplier acknowledges that the choice of hardware to be

used in the delivery of the Services and the service architecture is of strategic importance to the Purchaser. Accordingly, the Supplier shall in such cases inform and collect approval from the Purchaser of the hardware (type, brand, properties and other relevant details) to be used in the delivery of the Services and the service architecture and shall inform and collect approval from the Purchaser in advance of any changes thereof. The Purchaser shall also in such cases be entitled to veto the use of proposed hardware and/or the implementation of proposed service architecture and if such veto is exercised, then the Supplier shall ensure that the vetoed hardware and the service architecture, respectively, are not

used/implemented, subject to (i) the agreement of the Purchaser to a feasible alternative for the relevant hardware and/or service architecture, and (ii) Section 5.8.4 below.

5.8.3 Provided that any refresh cycle requirements exist, and subject to Section 5.8.4 below, the Purchaser shall always be entitled to request that hardware be refreshed prior to or after the end of its ordinary refresh cycle and the Supplier shall ensure that such early or late refresh is made if requested. The Supplier shall redeploy the hardware so refreshed elsewhere in the delivery of the Services provided the refreshed hardware, taking into account its age, wear and tear, can reasonably be redeployed without endangering the Supplier's compliance with applicable Service Levels.

5.8.4 The Purchaser acknowledges that each of the requests set out in Section 5.8.2 and 5.8.3 above, respectively:

(a) may have a cost impact on the delivery of Services and that such cost impact may require an adjustment of the Service Charges (upwards or downwards as the case may be);

(b) may have an impact on the Transition Plan, or any agreed Transformation Plan (including but not limited to timelines, costs and payment Milestones) for a Service Object such impact to be addressed and appropriate revisions agreed by the Parties prior to implementation of the request; and

(c) may have an impact on the Service Levels that the Supplier has committed to under this Agreement, and accordingly the Parties shall be required to agree the impact and appropriate amendment to Service Levels and/or relevant relief from Service Level Credits before the request is implemented by the Supplier.

5.8.5 Any agreement to be made in accordance with the above shall be made in good faith and in an expeditious manner, through the Change Control Procedures.

## **5.9      Optimisation of Services**

- 5.9.1 The Parties agree that in order to meet Antarctica Bars' business needs from time-to-time and to reach the overall goals of the of this Agreement, it will be necessary for the Supplier to carry out activities which optimise the Services, making them more cost efficient and improves productivity in the day-to-day operations. The Supplier therefore undertakes to optimise the Services and the technologies used to provide the Services using generally acknowledged improvements in the methods, processes and technologies. Such day-to-day activities, which the Supplier is obliged to perform without the involvement or approval of the Purchaser is referred to as "**Optimisation**". In addition, as part of the Optimisation, the Supplier has committed to an annual reduction of parts of the Service Charges applicable for each Service Object, as indicated in the Service Specifications.
- 5.9.2 Any changes to the Services introduced as part of Optimisation shall be made in a technology and supplier neutral manner, unless otherwise explicitly agreed by the Purchaser, in order to avoid any lock-in effects towards the Supplier.

## **5.10     Transformation of Services**

- 5.10.1 Antarctica Bars operates in an utterly competitive business environment characterised by constant change that may affect the Service Objects and delivery of Services directly or indirectly. The Supplier therefore undertakes to drive and enable transformation of the Services. Such activities shall create even further benefits to Antarctica Bars' business and to enable a delivery of Services even more focused on meeting Antarctica Bars' business outcome requirements. Such activities include, without being limited to, (i) driving the replacement of outdated technology, (ii) rationalization of the IT landscape in which the Services are provided to support future information flows and business models in order to enhance and make the Services more effective, *inter alia* through rationalising and consolidating the application portfolio within a specific Service Object, and (iii) transforming the manner in which the Services are being provided, in order to ensure a more cost efficient provision of the Services. The activities referred to above affect Antarctica Bars' organisation and therefore require the Purchaser's approval before any such activities are implemented, and are referred to as "**Transformation**". The Parties note that the Supplier in the Service Specification has committed itself to, if called off by the Purchaser, perform certain predefined Transformation activities, for a predefined fee. For each Transformation

activity, the Parties shall agree upon a Transformation Plan, which shall be attached as an Exhibit to the relevant Service Specification.

5.10.2 As part of its obligations related to Transformation of the Services, the Supplier shall, as further set out in the Governance Procedures, support the Purchaser in its management of its IT strategy and shall to this end at least, without limitation, do the following.

- (a) Provide proposals as to how additional cost reductions (in addition to the Optimisation activities) could be achieved in connection with the provision of the Services without affecting the quality of the Services negatively.
- (b) Subject to the written approval by the Purchaser; implement such initiatives which are identified as set out in Section 5.10.2 (a) above.
- (c) Provide a technology road map and periodically suggest changes based on changes in technology generally available in the market place, in order to ensure that the Services are in line with Professional services.
- (d) Together with the Purchaser, identify opportunities to implement new technology and/or new practices advantageous to the Antarctica Bars' business operations.
- (e) Meet with the Purchaser periodically in accordance with what it set out in the Governance Procedures and if applicable, as stated within a Service Object, to inform the Purchaser of any new technology and practices or trends in technology, practices and directions that the Supplier has developed or is otherwise aware of that could reasonably be expected to have an impact on Antarctica Bars' businesses.
- (f) Provide the Purchaser's employees, who have been authorised by the Purchaser and agreed by the Supplier, with access to the Purchaser-specific operational manuals for the purpose of providing training to other employees of the Purchaser in the use of the Services.
- (g) Share with the Purchaser its knowledge and experience from work within research and technology-intensive environments and with respect to the special requirements that apply in such sector(s) from time to time and the impact of the regulatory requirements on the Services.

5.10.3 The Supplier shall continuously provide the Purchaser with reasonably detailed reports on such actions that are stated in this Section 5.10.

## **6. COMMENCEMENTS/DELIVERIES OF PROJECT SERVICES AND TRANSITION**

### **6.1 Transition**

6.1.1 The Supplier and, where applicable, the Purchaser, shall carry out the transition activities set out in the relevant Transition Plan agreed for each

Service Object, which is attached to each Service Specification, in order for the Supplier to take over the delivery of the Services within such Service Object, which includes, but is not limited to any interim processes and tools to enable the changeover or otherwise to enable the provision of the Services in accordance with the Agreement (“**Transition**”).

- 6.1.2 The Supplier is aware of that a part of the Services has previously been provided by a third party provider and that such provision of services was not structured in the same manner as the Services are structured. As of the Effective Date, the Services are not structured in Service Objects and the Supplier being aware of this shall, in its role of an experienced provider of information technology services, take the measures necessary in order to correctly re-organize the Services as set out in the Agreement as part of the Transition of Services into the relevant Service Objects.
- 6.1.3 Below are some general principles set out for the Transition of the services that are to be replaced by the Services, which are further specified in an Exhibit in relation to each Service Specification (“**Transition Plan**”). The Transition Plan shall set out clear, defined and verifiable Milestones that shall be achieved by the Supplier (or, if applicable, the Purchaser) during the Transition Period. Further, the Transition Plan shall set out:
- (a) the Transition tasks to be performed by the Supplier (or, if applicable, the Purchaser), as well as the applicable Milestones;
  - (b) the Deliverables to be delivered by the Supplier;
  - (c) any allocation of responsibilities between the Supplier and the Purchaser, where a responsibility not allocated to the Purchaser will be construed as a responsibility of the Supplier, even if not explicitly stated, provided, however, that such a responsibility is not unreasonable for a Professional IT supplier providing the Services;
  - (d) the specific resources and activities to be provided and barried out, respectively, by the Purchaser, and that are required for enabling the Supplier to perform the tasks referred to in Section 6.1.1 (b) above;
  - (e) the Milestone Dates and which Milestones to be defined as Ready-To-GoMilestones;
  - (f) the Acceptance Test criterion (and, if appropriate, testing) to be applied by the Supplier and the Purchaser in evaluating transition Deliverables; and
  - (g) all other pertinent details.
- 6.1.4 The activities set out in the Transition Plan shall be barried out during the Transition Period.
- 6.1.5 The Transition activities set out in the Transition Plan shall be performed on a fixed fee basis as set out in the Service Specification.

## 6.2 Commencements/deliveries of Services

- 6.2.1 The provision of Services within a Service Object, post-completion of all relevant Transition activities for such Service Object, shall be commenced on the date set out in the Transition Plan for such Service Object (“**Commencement Date**”).
- 6.2.2 Any Project Services shall be commenced on the date specified in the relevant Project Plan (referred to in Section 6.3 below).
- 6.2.3 In the event that Acceptance of Ready-To-Go-Milestones set out in a Transition Plan have not occurred, the Purchaser shall always be entitled to postpone the Commencement Date until such date when Acceptance of the Ready-To-Go-Milestones have occurred.

## 6.3 Delivery of Project Services

- 6.3.1 Project Services shall be provided in accordance with the terms of this Agreement, including the general terms and conditions applicable for Project Services set out in Appendix B.
- 6.3.2 Below are some general principles set out for the delivery of Project Services, which shall be further specified in the relevant specification of the Project Services to be agreed between the Parties, which shall either be attached as an Exhibit to the relevant Service Specification (if the relevant Project Services in the Purchaser’s sole discretion relate to an existing Service Object) or which shall form a new Service Object (if the relevant Project Services in the Purchaser’s sole discretion should not be part of an existing Service Object), in which case the specification of such Project Service shall be set out in a new Service Specification (each a “**Project Plan**”). If the Project Plan is made part of an existing Service Specification, the Supplier shall perform such Project Service as part of that Service Object. The Project Plan shall set out clear, defined and verifiable Deliverables, Milestones and the Delivery Dates which shall be achieved by the Supplier (or, if applicable, the Purchaser), in the delivery of the Project Services. Further, the Project Plan, shall set out:
  - (a) the Deliverables to be delivered by the Supplier as well as applicable Milestones;
  - (b) any allocation of responsibilities between the Supplier and the Purchaser, where a responsibility not allocated to the Purchaser will be construed as a responsibility of the Supplier, even if it is not explicitly stated, unless it is reasonably intended that such responsibility should be allocated to the Purchaser;
  - (c) the specific resources and activities to be provided, respectively barried out, by the Purchaser;
  - (d) the Milestone Date(s) and the Delivery Date;

- (e) the Acceptance Test criterion (and, if appropriate, testing) to be applied by the Supplier and the Purchaser in evaluating the Deliverables; and
- (f) all other pertinent details.

#### **6.4 Verification of Milestone achievement**

- 6.4.1 When a Party responsible for a Milestone is of the opinion that a Milestone has been achieved, such Party shall notify the other Party in writing with a copy to the relevant Governance Body. The notification shall include:
  - (a) a reference to the applicable Milestone;
  - (b) the agreed due date for such applicable Milestone; and
  - (c) information whether the Milestone has been achieved in due time or is delayed; as well as
  - (d) in relation to Milestones for which the Supplier is responsible, proposed dates for verification/inspection. Such proposed dates shall be at least eight (8) Business Days prior to the agreed due date for the achievement of the applicable Milestone, unless the verification shall be made through an Acceptance Test as specified in Section 7.2 below for which the dates specified in said Section will apply.
- 6.4.2 The verification/inspection of a Milestone shall determine whether a Milestone has been Accepted and will be carried out as further specified in the relevant Service Object. However, to the extent the Milestones constitute a delivery of Deliverables, the verification shall be made through an Acceptance Test, as specified in Section 7.2 below, and the Acceptance shall be made as specified in Section 7.2 below. Within three (3) Business Days after the Purchaser's receipt of the notification set out in 6.4.1 above, the Purchaser shall notify the Supplier whether it wishes to participate in the verification/inspection procedure. The Purchaser may elect to participate either by the Purchaser's internal personnel or by third party consultants. For the avoidance of doubt, such third party consultants may not be any direct competitor to the Supplier, unless pre-approved by the Supplier. The verification of whether a Milestone is reached in time is made in accordance with Section 6.5 below.

#### **6.5 Remedies in case of delays in the achievement of Milestones and/or Delivery Date**

- 6.5.1 The Parties acknowledges the importance of meeting the Milestones at the relevant Milestone Dates pursuant to a Transition Plan and/or a Project Plan, as applicable, in order for the Purchaser to be able to verify that the Supplier will be able to timely and properly provide and deliver the Services to the Purchaser in accordance with this Agreement, and at the Commencement Date or Delivery Date, as applicable.

- 6.5.2 The Parties shall ensure that the Milestones, and, in relation to the Supplier, the Delivery Dates, if any, are met at the relevant dates pursuant to the Transition Plan and/or the Project Plan, or any other relevant document, as applicable. If a Party, at any time, believes that any of the Milestones, or, in relation to the Supplier, Delivery Dates will not, or is unlikely to, be met, it shall promptly:
- (a) inform the other Party of the reasons for not meeting that Milestone or Delivery Date;
  - (b) inform the other Party of the practical consequences of not meeting the Milestone or Delivery Date; and
  - (c) take all steps necessary, including providing all additional resources, to ensure that the Milestone or Delivery Date is met as soon as reasonably practical (subject to Section 6.5.5 below).
- 6.5.3 A notice with regard to anticipated delay shall not release the other Party from any obligations with regard to delays.
- 6.5.4 A Party shall be deemed to be in delay where the Acceptance of a Milestone occur after the relevant agreed Milestone Date or, in relation to the Supplier, the Actual Delivery Date occurs after the agreed Delivery Date (however subject to Section 6.5.5 below) provided, however, that the delay is attributable to such Party (including its suppliers and/or subcontractors).
- 6.5.5 The other Party is entitled to a reasonable extension of time for achieving a certain Milestone or Delivery Date where the delay is due to circumstances which are not attributable to such Party (including its suppliers and/or subcontractors) or due to force majeure, as set forth in Section 21.1 below. The relevant agreed Milestone Date, and, in relation to the Supplier, the Delivery Date (if any), shall in such case be postponed accordingly. The Supplier shall be compensated for any extra costs incurred by the Supplier due to a delay for which the Supplier is not liable (to be handled through the Change Control Procedures).
- 6.5.6 If the Supplier is in delay in accordance with Section 6.5.4 above, it shall pay to the Purchaser the relevant amount of liquidated damages as agreed for the relevant Service Object, if applicable. Unless otherwise agreed for a certain Service Object, the aggregate amount of liquidated damages per Service under this Section 6.5.6 shall be limited to twenty-five per cent (25%) (i) of the total Service Charges for the relevant Service as regards to Project Services, and (ii) as regards any other Services, of the total annual Service Charges for such Services payable as of the Commencement Date and for twelve (12) months thereafter.
- 6.5.7 The Purchaser will in the relevant Service Specification, or in the relevant Project Plan, Transition Plan or Transformation Plan, specify Milestones

that are of significant importance for the Purchaser to be achieved at set Milestone Dates (“**Critical**

**Milestones**”). If the delay of such Critical Milestones exceed (i) half (1/2) of the total time covered by the Transition Period for one Service or Service Object, (ii) if agreed, half (1/2) of the total time for the performance of Transformation as indicated in the relevant Transformation Plan or (iii) one quarter (1/4) of the total time covered by the Project Plan for one Service, as applicable, this shall be deemed to be a material breach of the Agreement and shall entitle the Purchaser to terminate the relevant Service and Service Object as well as all other Services which are linked to the relevant Service or Service Object, unless otherwise agreed in the Service Specification. Such a delay shall also entitle the Purchaser to claim damages subject to Section 18 below.

- 6.5.8 The remedies set out in this Section 6.5 shall be the Supplier’s sole liability for a delay and the Purchaser’s exclusive remedy for a delay, except where (i) a delay is otherwise (in itself or together with other breaches of this Agreement) considered a material breach of the Agreement or (ii) where Section 19.3.2 below is applicable.
- 6.5.9 If any of the Parties believes that the other Party is not taking a delay of a Milestone or a Delivery Date sufficiently serious, the Party shall discuss the concern with the relevant Governance Body and make use of the principles and escalation procedures set out in Appendix J to resolve the issue.

## 7. PERFORMANCE STANDARDS

### 7.1 Service Levels, Service Bonus and Service Level Credits

- 7.1.1 This Section 7.1 shall not be applicable for Project Services.
- 7.1.2 The Parties agree that specific Service Levels shall apply to the Service Objects, unless otherwise agreed in the relevant Service Specification. The Service Levels for each Service Object are specified in the Service Specifications. Where there are no agreed Service Levels and/or where an aspect of the Service Object is not covered by an agreed Service Level, the Supplier shall perform the Services in line with Professional performance and in accordance with the performance criterion and requirements set out in the Service Specification.
- 7.1.3 The general Service Level and Service Bonus model is set out in Appendix F, which also specifies Service Levels generally applicable for all Service Objects. In addition, each Service Specification may specify Service Levels specific for the relevant Service Object.
- 7.1.4 Where specifically agreed for a specific Service Level, the Purchaser may be entitled to a Service Level Credit when such Service Level is not met, under the circumstances and to the extent set out in Appendix F. The Service Level Credit model entails a right for the Purchaser to, where specified for a specific Service Level, recover Service Level Credits

deductible against any Service Charges payable under this Agreement to the extent set out in Appendix F.

- 7.1.5 There may be an initial calibration period for the Service Levels for each Service Object and/or each Service, as specified in and which will amount to the period of time set out in the respective Service Specification (“**Service Level Calibration Period**”). No Service Bonus no Service Level Credits will be applied during such Service Level Calibration Period. However, for the avoidance of doubt, it shall be noted that the Supplier shall do its best to comply with the Service Levels also during the Service Level Calibration Period.
- 7.1.6 For any New Service added to this Agreement during the Term, the Service Levels set out in Appendix F shall apply, unless expressly agreed otherwise in the relevant Service Specification. Any Service Levels specific for such New Service shall be based on the principles set out in Appendix F and substantially on the same terms as the Service Levels in the same or for similar Service Objects. For the avoidance of doubt, the Parties may agree, in relation to New Services regarding Project Services that no Service Levels shall be executed.

## 7.2 Acceptance Tests

- 7.2.1 Acceptance Tests may be performed by the Purchaser in relation to Deliverables under the Services to verify compliance and fulfilment of the specification for the Deliverable (“**Acceptance Tests**”). Acceptance Test methodology and criterion as well as timelines shall be described in the relevant Service Specification and/or Project Plan, although additional test criterion may be agreed between the Parties.
- 7.2.2 The Supplier shall, after its own internal testing, notify the Purchaser in writing when a Deliverable is ready for Acceptance Test. Unless otherwise set out in the relevant Service Specification and/or Project Plan, the Deliverable shall be ready for Acceptance Test no later than four (4) weeks prior to the date when such Deliverable should be fulfilled according to the applicable Project Plan. Such notice shall be accompanied by all relevant material, specifications and other details reasonably necessary for the Purchaser, or a third party appointed by the Purchaser, to commence the Acceptance Test as soon as reasonably possible thereafter. The Parties will jointly agree on a specific date to begin with the Acceptance Test. Such date shall be set out in the relevant Service Specification and/or Project Plan. However, in no event shall the Purchaser have any obligations to perform an Acceptance Test earlier than five (5) Business Days from the Purchaser’s receipt of the Supplier’s notice that a Deliverable is due for Acceptance Test together with all relevant materials, specifications and other details as set forth above.
- 7.2.3 The Purchaser shall inform the Supplier of the result of the Acceptance Test no less than five (5) Business Days after the end of the Acceptance Test, specifying any deviations from the relevant specification in a written report (the “**Deliverables Review Statement**”). Defects which only have an insignificant impact on the Purchaser’s use of the Service and do not

prevent the Purchaser from its intended use thereof shall not be listed by the

Purchaser. “Acceptance” of the relevant Deliverable shall be deemed to have been given either if: (i) the Purchaser has approved the Deliverable through a Deliverables Review Statement, (ii) the Purchaser has started using the Deliverable for purposes other than testing except in situations described in Section 7.2.5 below, or; (iii) if no Deliverable Review Statement is provided by the Purchaser within the time set forth in this Section 7.2.3.

- 7.2.4 If Defects are detected during an Acceptance Test the Supplier shall promptly remedy such Defects (or re-perform the Service to which the Defects relates) without any additional compensation, however the Supplier shall be granted sufficient time to do so considering the Defects. The Supplier shall promptly notify the Purchaser in writing when the Defects have been remedied and when a new Acceptance Test can be made to verify the rectification. Such new Acceptance Test shall be made by using the same principles and methodology as were applied for the initial Acceptance Test, provided, however that the period for the new Acceptance Test shall be reasonably reduced if only parts of the Deliverable shall be retested. The Purchaser shall have the right to perform as many Acceptance Tests as necessary until all relevant Defects have been remedied.
- 7.2.5 Provided that the Parties in the relevant Service Specification and/or Project Plan have explicitly agreed on and identified a certain Deliverable to be critical at a certain ReadyTo-Go Milestone or Delivery Date, the Purchaser shall be entitled to use the Deliverables or any part thereof before the Acceptance, at its own risk in the event of a delay that is attributable to the Purchaser (or its suppliers and/or subcontractors) or at the Supplier’s risk, in the event of a delay that is attributable to the Supplier (or its suppliers and/or subcontractors) as set out in Section 7.2.6 below. Such use of a Deliverable prior to Acceptance shall not be considered as an Acceptance of the Deliverable and shall not relieve the Supplier of any of its duties as regards completing delivery, completing testing or correcting Defects. If such use is initiated and no Acceptance Test (which for the avoidance of doubt in such cases does not have to follow the procedure set out in Section 7.2.2 above) is carried out within one (1) month from the initiation of such use, or such other time as agreed in the Service Specification and/or Project Plan, the Parties shall together agree on a Deliverables Review Statement (which for the avoidance of doubt shall not include Defects which only have an insignificant impact on the Purchaser’s use of the Deliverable or Service and do not prevent the Purchaser from its intended use thereof, as set out in Section 7.2.3 above) within two (2) weeks after that time has lapsed, which shall include a time plan for remedying any Defects. The Supplier shall inform the Purchaser in writing of when the Defects specified in the Deliverables Review Statement have been remedied and Acceptance of the relevant Deliverable shall be deemed to have been given upon the earlier of when: (i) the Purchaser has approved the Deliverable through a Deliverables Review Statement; (ii) if no Deliverables Review Statement is provided by the

Purchaser within two (2) weeks from the Supplier's written information that all Defects have been remedied; or (iii) all Defects in such a Deliverables Review Statement have been remedied (whereby any additional Defects in relation to the relevant Deliverable, or the rectification of previously discovered Defects, that are discovered after the agreed

Deliverables Review Statement will be remedied in accordance with Section 7.4.2 below) (for the avoidance of doubt, whether being a Defect in a Project Service or any other Service). However, if an Acceptance Test is initiated before the Parties have agreed on a Deliverables Review Statement as set out above, the process described in Section 7.2.27.2.4 above shall apply instead.

- 7.2.6 If the Purchaser chooses to use a Deliverable which has not yet been subject to Acceptance, such use shall be at Purchaser's own risk in the event that a delay is attributable to the Purchaser (or its suppliers and/or subcontractors) and the Supplier shall not have any

liability for damages in relation to the use of such Deliverable (including but not limited to delays and Service Level failures) before Acceptance of such Deliverable has occurred. However, if the Supplier is in delay in relation to such a critical Deliverable described in Section 7.2.5 above (subject to Section 6.5.4 and 6.5.5 above), the Purchaser's use of such a critical Deliverable is at the Supplier's risk, *i.e.* the Supplier shall compensate the Purchaser for any damages, losses, and reasonable costs and expenses such use have caused the Purchaser or Purchaser Related Companies due to Defects occurring before Acceptance, however with a maximum liability cap of the total amount of one (1) year Service Charges for the relevant Service, which amount shall also include any possible liquidated damages and Service Level Credits. Furthermore, the Supplier's liability for damages in relation to the delay and Service Level failures caused by the relevant Deliverable shall also be included in the above liability cap, if the Purchaser has used the Deliverable prior to Acceptance. For the avoidance of doubt, after Acceptance, Defects shall be handled in accordance with Section 7.4 below (for the avoidance of doubt, whether being a Defect in a Project Service, or any other Service).

- 7.2.7 Notwithstanding the above, any Acceptance by the Purchaser of Deliverables, and/or the Purchaser's subsequent use thereof, shall not preclude the Purchaser from enforcing its rights pursuant to this Agreement should a Defect manifest itself at a later point in time or after use of such Deliverable, however with the limitations set out in Section 7.4.2 below.

### 7.3 Failure to perform – General

- 7.3.1 This Section 7.3 shall not be applicable to Project Services.
- 7.3.2 The Supplier recognises that its, and the other Supplier Group entities' failure to meet the Service Levels as set forth in Appendix F and the Service Specifications or to otherwise perform their obligations under the Agreement may have a material adverse impact on the business and operations of Antarctica Bars and that the damage from the Supplier Group entities' failure to meet a Service Level or its other undertakings in the Agreement is not susceptible of precise determination. Accordingly, in the

event that the Supplier Group entity fails to meet Service Levels, or otherwise fails to perform its obligations under the Agreement, and such failure has a material adverse impact (which in relation to Service Level failures is limited to incidents of the highest applicable severity level for a Service, including incidents referred to as P:1's) on any part of Antarctica Bars' business and operations, except as otherwise specified in this Agreement and the Service Specifications, the Purchaser may, recover any actual damages suffered by Antarctica Bars (not covered by already received Service Level Credits), however, within the limitation of liability set out in Section 18 below. Furthermore, if the Supplier fails to rectify any Service Level failure with the promptness demanded by the circumstances, the Purchaser may, in writing set a reasonable final deadline for rectification. If the Service Level failure has not been rectified when such deadline has expired and the failure has a material negative impact which is not insignificant on the Purchaser's use of any part of the Service, the Purchaser shall have the right to terminate the Service Object or the specific Service in question with immediate effect if the Supplier fails to cure the breach within thirty (30) days after written notice thereof .

- 7.3.3 The remedies available to the Purchaser as set forth in Section 7.3.2 above do not apply to the extent the Supplier Group entity's failure to meet a Service Level or otherwise perform its obligations under the Agreement is a direct result of either force majeure in accordance with Section 21.1 below or obviously and to the greater part is a direct result of the Purchaser's, Purchaser Related Companies' or any other service user than the Purchaser (as set out in Section 3.3 above), (i) negligent and wrongful actions or omissions, (ii) breaches

of this Agreement, and/or (iii) violations of Applicable Law or wilful misconduct. Further, the Supplier shall have no liability for Service Level failures if and to the extent that such failures are solely or predominantly caused by: (i) modifications, amendments or configurations of the Services or any Deliverables not performed, approved or instructed by the Supplier; (ii) any third party hardware, software or services which are not included in or used to provide the Services; (iii) defects or malfunctions in any Third Party Software furnished by, or explicitly required by, the Purchaser (or any Purchaser Related Company) to be included in the Services or a Deliverable or such Third Party Software that the Parties have agreed that the Supplier shall use for the provision of the Services or include in a Deliverable as specified in a Service Specification (subject to that the Supplier has utilized its best efforts to ensure that such defects or malfunctions are prevented and remedied including performing the activities specified in Section 13.4.3 below); (iv) the Purchaser's, the Purchaser Related Companies', or any party acting on behalf of the aforementioned parties failure to implement, or accept the implementation of a correction or a patch, supporting the existing Services, for any software provided by the Supplier; or (iv) any delays, defects or failures in relation to the performance of services provided by the Purchaser's or the Purchaser Related Companies' other service providers and suppliers.

- 7.3.4 In the event the Supplier fails to comply with the Agreement and such failure affects the operation of the Services, the Supplier shall, within five (5) Business Days (or such longer period as may in a particular case be reasonably agreed by the Parties or otherwise stated in this Agreement) of receipt of a notice from the Purchaser with respect to (1) the relevant

Supplier Group entity's material failure to meet a Service Level for any of the Services or (2) the relevant Supplier Group entity's repeated failure to provide Services in accordance with the Service Levels, (i) perform a root-cause analysis to identify the cause of such failure, (ii) submit an improvement plan to prevent the reoccurrence of such failure, (iii) provide the Purchaser with a report detailing the cause of, and procedure for correcting, such failure, and (iv) provide the Purchaser with reasonable evidence that such failure will not reoccur. Such root-cause analysis shall not be provided by the Supplier if the failure has been corrected within said five (5) Business Days, it is the first time the same error occurs and there is no reason to believe that the failure will re-occur.

- 7.3.5 The remedies set out in this Section 7.3 and Section 7.5 below shall be the Supplier's sole liability for a failure to perform Services that are not Project Services and the Purchaser's exclusive remedy for such a failure, except where (i) such failure is otherwise (in itself or together with other breaches of this Agreement) considered a material breach of the Agreement or (ii) where Section 19.3.2 below is applicable.

#### **7.4 Failure to perform – Project Services**

- 7.4.1 This Section 7.4 shall only be applicable to Project Services.
- 7.4.2 In addition to possible Defects discovered during any Acceptance Test, the Supplier shall be liable for Defects in all Project Services provided such Defect is reported to it in writing within twelve (12) months from the Actual Delivery Date (however in cases of prior Defect rectification made under such twelve (12) months period, the remaining warranty period after such rectification shall in no event be less than three (3) months from the date of receipt of Defect rectification). In order to be able to claim a Defect in the Service, the Purchaser must report to the Supplier any such Defects promptly after having noticed such Defect. The Purchaser shall in reasonable detail describe the Defect to the Supplier.

- 7.4.3 The Supplier undertakes to, at its own cost, rectify any Defects reported to it with the promptness demanded by the circumstances (however not less promptly than what follows by the agreed response times for Defects explicitly set out in the Service Specification or Project Plan (if any)) and in accordance with what is set forth below. Such Defects which only have an insignificant impact on the Purchaser's use of the Service, shall not be covered by such response time, but the Purchaser may at its sole option decide if and when these shall be rectified (however never earlier than the agreed response times in the Service Specification or Project Plan, if any).

- 7.4.4 The Supplier is not responsible for any Defects which are caused by;
- (a) the Purchaser's, the Purchaser Related Companies', or any party acting on behalf of the aforementioned parties, modifications or alterations to the Deliverable or Service that have been made contrary to the instructions by the Supplier;
  - (b) any software, hardware or materials supplied by the Purchaser or on its behalf;

- (c) defects or malfunctions in any Third Party Software, furnished by, or explicitly required by the Purchaser (or Purchaser Related Company) or such Third Party Software that the Parties have otherwise agreed shall be used to provide a Service or be included in a Deliverable as specified in a Service Specification or Project Plan (subject to that the Supplier has utilized its best efforts to ensure that the defects or malfunctions are prevented and remedied including performing the activities specified in Section 13.4.3);
- (d) a force majeure event in accordance with Section 21.1 below;
- (e) the Purchaser's, the Purchaser Related Companies, or any party acting on behalf of the aforementioned parties use of the Deliverables or Service(s) contrary to any agreed restrictions related thereto; or
- (f) the Purchaser's, the Purchaser Related Companies, or any party acting on behalf of the aforementioned parties, failure to install corrections or patches, supporting the existing Services, made available by the Supplier in order to avoid the Defect, if such installation is the Purchaser's responsibility and this has not been done following receipt of such corrections or patches;
- (g) any delays, defects or failures in relation to the performance of services provided by the Purchaser's and the Purchaser Related Companies' other service providers and suppliers.

However, in any event, the Supplier shall provide reasonable assistance in order to solve the Defect, in line with the Supplier's End-to-End Responsibility for the Service.

- 7.4.5 If the Supplier fails to rectify any Defect with the promptness demanded by the circumstances, the Purchaser may, in writing set a reasonable final deadline for rectification. If the Defect has not been rectified when such deadline has expired, the Purchaser shall also be entitled to a reduction of the Service Charges corresponding to a reasonable assessment of the value depreciation of the Service caused by the Defect. If a Defect has a material negative impact on the Purchaser's use of any part of the Service and the Supplier fails to rectify such Defect within such reasonable final deadline the Purchaser shall have the right to terminate the relevant Service Object, the specific Service or the defective part of a Service with immediate effect if the Supplier fails to cure the breach within thirty (30) days after written notice thereof.
- 7.4.6 If the Supplier is unable to rectify the Defects, the Supplier shall suggest other measures, including replacement of any module by other functionally equivalent modules. Such measures must be accepted in writing by the Purchaser before they are taken, and such acceptance shall not unreasonably be withheld, delayed or conditioned by the Purchaser. If it is reasonably justified for the Purchaser to not accept such measures, the Purchaser shall be entitled to the termination rights under Section 7.4.5 above.
- 7.4.7 In addition to any of the above mentioned remedies, the Purchaser shall be entitled to damages in relation to Defects which have a material adverse impact on any part of Antarctica Bars' business and operations, regardless of whether the Service is terminated or not, subject to the limitations set out in Section 18 below.

## **7.5 Step in rights**

The Services are vital, and of utmost importance, to Antarctica Bars' business and high reliability in the provision of the Services is therefore of utmost importance, why the time for the Supplier to rectify an error before the Purchaser needs the right to step in and correct such critical errors for the Services may be very short. In the event the Supplier fails to correct a material failure pursuant to Section 7.3 or 7.4 above within the set final deadline, and such failure has a material negative impact on the Purchaser's and/or the Purchaser Related Companies business operations, the Purchaser shall be entitled to either itself or by an appointed third party correct the failure and the Supplier shall be obligated to promptly compensate the Purchaser for its reasonable costs and expenses for any such failure correction, to the extent that the costs and expenses are in excess of the relevant Service Charges (which for the avoidance of doubt the Supplier is no longer entitled to during the applicable period during which the Purchaser has a step-in right). For the avoidance of any doubt, the Supplier shall be entitled to receive Service Charges for those Services that it continues to perform without failure. For the sake of clarity, the aforementioned right to step-in shall cease six (6) months after the date when the Supplier can manifest, by reasonable means, that it can provide the Service without failure. The right to step-in does not include any right to enter into the Supplier's premises, whereby any premises provided by the Purchaser to the Supplier shall not be deemed to be the Supplier's premises for the purpose of this Section 7.5, nor that the Supplier shall be obligated to disclose any commercial or cost related information (unless specifically required for the failure correction to be possible for the Purchaser or an appointed third party to perform), personal data of its personnel or any confidential information concerning its other customers to the Purchaser or third party appointed by the Purchaser under this Section 7.5. Without limiting the Purchaser's rights, both Parties shall cooperate to minimise the costs of any corrections to be made by any third parties.

## **7.6 Measurement and reporting tools**

The Supplier shall in consultation with the Purchaser implement all tools and procedures set forth in the Service Specifications that are required to measure the Service. Such measurement and monitoring shall permit reporting in writing at a level of detail sufficient for Supplier to be able to deliver to the Purchaser performance reports (such as the reports under Appendix F), documentation and other information set out in Section 8.5 below and the Service Specifications and shall be subject to audit by the Purchaser in accordance with applicable procedures in Section 11 below. Upon request by the Purchaser, at no additional charge, the Supplier shall provide the Purchaser with information concerning such tools and procedures for purposes of verification. Any and all information and data reported to the Purchaser by the Supplier hereunder shall be the Purchaser's property and may be freely used by Antarctica Bars without any restrictions.

## **7.7 Benchmarking**

In addition to other methods of establishing whether the Supplier Group's performance (*e.g.* service levels, overall quality, etc.) and Service Charges are compliant with the requirements of the Agreement, the Purchaser shall be entitled to once a year initiate a benchmarking procedure, however not earlier than twelve (12) months after the Commencement Date of the Service to be benchmarked, which shall be made in accordance with Appendix D. For the avoidance of doubt, such benchmarking procedure may result in adjustments of the Service Levels, Service Charges, overall quality, etc. in accordance with the principles set out in Appendix D.

## 8. MANAGEMENT

### 8.1 Procedures Manual

- 8.1.1 The Supplier is responsible to always keep information of all relevant procedures in an easy accessible format and provide such information to Purchaser upon Purchaser's request. The aforementioned information will be referred to as the "**Procedures Manual**". The purpose of the Procedures Manual is to enable for the Purchaser or a third party to understand how the Services are delivered and/or performed by the Supplier. The Supplier shall submit the first version of the Procedures Manual to the Purchaser within sixty (60) days from the Commencement Date of the Services, and within the following sixty (60) days the Purchaser will submit its comments on and/or confirmation off the first version. The Procedures Manual shall then continuously be updated to reflect changes in the operations or procedures described therein. The Procedures Manual shall identify:
- (a) the operational and technical procedures of the Services;
  - (b) any Purchaser specifics to the delivery of the Services; and
  - (c) the interactions between the Purchaser and the Supplier ('touch points') in the delivery and performance of the Services.

The structure of the Procedures Manual shall be aligned to all other relevant parts of the Agreement where applicable.

- 8.1.2 The Procedures Manual shall describe, at a minimum:

- (a) the operational and technical procedures of the Services in such detail that the Purchaser, or a third party, could understand how the Services are delivered and/or performed;
- (b) the Supplier's quality assurance procedures in relation to the Services;
- (c) the Supplier's problem management and escalation procedures;
- (d) the Supplier's procedures for initiating New Service requests, initiated by the Purchaser;
- (e) any specific requirements for a Service Object or Service which are not specified, or are only generally specified in the relevant Appendix, for example in Appendix G;
- (f) how the Supplier and the Purchaser shall interact, including any specific governance structures established for a specific Service Object or Service, which has not been specified or are only generally specified in Appendix J;
- (g) the Supplier's interaction with third parties, including other of the Purchaser's service providers, irrespective of whether or not a VCA has been entered into by the Supplier with such service provider; and

- (h) a list of any open source solutions in the Services or otherwise used open source software in connection with the supply of Services to the Purchaser, in accordance with what is stated in Section [15.9.3] of the Master Services Agreement.

The Procedures Manual information, read in conjunction with the other relevant Appendices (such as the Service Specifications), must be suitable for use by the Purchaser or a designated third party; i.e. written in sufficient detail for a professional IT service provider to be able to understand the Services.

- 8.1.3 The Supplier shall at all times ensure that the Services are carried out in compliance with this Agreement and the Procedures Manual. In the event of a conflict between the provisions of the Agreement and the Procedures Manual, the provisions of the Agreement shall prevail as set out in Section 1.4 above, and the Supplier shall in no event be relieved from any of its obligations under the Agreement as a result of anything contained in the Procedures Manual, the Purchaser's comments thereto or the Purchaser's failure to comment on anything contained in the Procedures Manual.
- 8.1.4 For the avoidance of doubt, what is set out in Sections 8.1.1-8.1.3 above shall apply only insofar and to the extent the Parties have not agreed otherwise in the relevant Service Specification.

## 8.2 Employees and influence on staffing, etc.

- 8.2.1 Personnel
- 8.2.1.1 The Supplier shall perform the Services with appropriate, qualified and skilled personnel and shall ensure that they have been properly educated and trained for the Services they are to perform, including, without limitation, fully acquainted with the Purchaser's specific requirements and policies to the extent necessary to supply the Services in accordance with the Agreement, including without limitation, the Service Levels. The Supplier is responsible for all necessary recruiting and hiring costs associated with employing appropriate personnel as well as all necessary training costs, unless otherwise set out in the relevant Service Specification.
- 8.2.1.2 Unless otherwise agreed in the Service Specifications the Supplier shall ensure that all members of the Supplier's personnel which can be required to be in contact with the Purchaser as part of the performance of the Services shall be fluent in their use of written and spoken English.
- 8.2.1.3 The Supplier shall ensure that all personnel used in the provision of the Services holds all relevant permits and authorisations, including but not limited to, work permits.

8.2.1.4 The Supplier shall ensure that personnel engaged for the Services are aware of and signs a confirmation of the Purchaser's confidentiality agreement and any security undertakings, as applied by the Purchaser from time to time. The Purchaser shall have the right to refrain from using personnel engaged for the Services due to the refusal to sign such documents.

#### 8.2.2 Replacement and retention of personnel

In the event that the Purchaser determines that one of the Supplier's employees' engagement at the Purchaser is not in the best interests of the Purchaser, due to lack in competence, non-compliance with the Agreement or lack of co-operation skills with the Purchaser, then the Purchaser shall give the Supplier written notice requesting that the Supplier employee should be replaced, including reasons for such request. Promptly after its receipt of such a request by the Purchaser, the Supplier shall investigate the matters stated in the request and the Supplier shall take appropriate action. If the action taken by the Supplier is insufficient in the Purchaser's opinion and the Purchaser still requests replacement of the Supplier's employee, the Supplier shall replace the Supplier's employee with a person with sufficient skills and qualifications, without additional cost to the Purchaser. Nothing in this Section 8.2 shall be deemed to give the Purchaser the right to require the Supplier to terminate any of the Supplier's employees, only the right to request (and the Supplier the obligation to adhere to such request) that the Supplier discontinue using a certain Supplier employee in the performance of the Services.

#### 8.2.3 Key Roles and Key Employees

8.2.3.1 The Purchaser may in the Service Specifications appoint key roles among the participating employees in relation to the respective Service Objects ("Key Roles") as well as, from time to time during the Supplier's provision of Services in writing appoint specific individuals as key employees among the participating employees in relation to the respective Service Objects ("Key Employees").

8.2.3.2 The Supplier shall not on its own initiative replace any employees holding such Key Roles or any Key Employees without the Purchaser's prior written consent except as a result of sickness, parental, military or similar leave, voluntary resignation without any transfer to another employment with the Supplier or its Affiliates, termination of employment due to cause, or death, disability, or strong family considerations. The Supplier shall have an obligation to actively engage in the appropriate succession planning to ensure that the Supplier has a plan how to replace the relevant persons in case of any of the aforementioned events would occur with minimal risk for disturbances in the Services to the Purchaser.

8.2.3.3 If any of the employees holding Key Roles ceases to, or will cease to be, involved in the provision of the Services, the Supplier shall promptly nominate another employee to hold such Key Role in place of that person. Prior to doing so, the Supplier shall:

- (a) ensure that the individual has the appropriate ability and qualifications;
- (b) notify the Purchaser of its intention to appoint that individual and the terms of such appointment;
- (c) introduce the individual to appropriate representatives of the Purchaser; and
- (d) provide the Purchaser with such information about the individual as is reasonably requested by the Purchaser.

8.2.3.4 If the Purchaser reasonably and promptly objects in writing to the individual proposed under Section 8.2.3.3 above, the Supplier will not assign that individual to the position and will promptly propose to the Purchaser another individual of suitable ability and qualifications.

8.2.3.5 All costs for training any replacement of employees, or other handover costs, shall be borne by the Supplier.

8.2.3.6 Nothing in the provisions regarding reassignment or replacement of the Supplier's personnel shall operate or be construed to limit the Supplier's responsibility for the acts or omissions of the Supplier's personnel nor to be construed as joint employment.

#### **8.2.4 Non solicitation**

Neither Party will, during the Term and for one (1) year thereafter, directly or indirectly solicit, recruit, encourage, or otherwise attempt to cause any employee of the other Party to end its employment with that Party and enter into employment with the other Party, unless first be discussed and agreed between the Parties in the Operational Management, in accordance with the Governance Procedures in Appendix J. Nothing in this Section 8.2.4 shall however prohibit the use of a general solicitation in a publication or by other means.

#### **8.2.5 No transfer of employees**

The Parties do not foresee that any employees of the Purchaser Group are likely to claim employment with the Supplier as a result of entering into this Agreement. Nevertheless, in the event an employee of the Purchaser Group whose work situation is affected by the Purchaser and the Supplier entering into this Agreement raises a claim alleging that they are employed with the Supplier or, otherwise, that the Supplier has any liability or obligations in relation to his employment, the Parties will discuss and agree in good faith upon compensation for the Supplier under the Change Control Procedure.

### **8.3 Use of subcontractors**

8.3.1 The applicable Service Specifications may differentiate between subcontractors that are Key Subcontractors and other subcontractors, and may hence list certain subcontractors as Key Subcontractors. The

following shall apply in relation to the two different types of subcontractors, if applicable:

- (a) The Supplier may freely appoint, replace and terminate subcontractors that are not Key Subcontractors, without the approval or consent of the Purchaser, except where such measure may have a material impact on the provision of Services, but shall always inform the Purchaser thereof and, if requested by the Purchaser, shall consult with the Purchaser.
- (b) Unless otherwise explicitly agreed in a Service Specification, the Supplier may not replace or otherwise cease to retain the services of a Key Subcontractor without prior written approval of the Purchaser (which may not be unreasonably withheld), except (i) where there have been misrepresentations by or concerning the Key Subcontractor, or (ii) where a Purchaser Related Company no longer requires the Services provided by such Key Subcontractor. Either Party's request for replacements shall be made in accordance with the Change Control Procedures (provided, however, that the Supplier may not withhold its consent to a replacement of a Key Subcontractor unless it has a valid reason therefore). If the Supplier requests a replacement of a Key Subcontractor due to its performance being of material negative impact on the Services, and the Purchaser does not approve of such a replacement, the Supplier shall not be held liable for any such material negative impact on the Services (which for the avoidance of doubt may include delays, Defects and Service Level failures). If the Purchaser request a replacement of any Key Subcontractor, the Supplier will, as promptly as is reasonably possible, replace such Key Subcontractor or itself begin directly performing the Services that were performed by such Key Subcontractor.

8.3.2 With regards to Project Services, the Purchaser shall pre-approve in writing all subcontractors that the Supplier may use in its provisions of each Project Service, such approval not to be unreasonably withheld. The Supplier may without approval from the Purchaser retain the services of such a pre-approved subcontractor in order to itself begin performing the Services that were performed by such subcontractor, unless the Purchaser itself has explicitly required in a Service Specification that such a subcontractor is used. Furthermore, the Purchaser may request the replacement of any pre-approved subcontractor in accordance with the Change Control Procedures.

8.3.3 The Supplier shall ensure that the Key Subcontractors as well as other subcontractors assigned to perform services relating to the Services undertake to comply with the provisions of this Agreement and the Supplier shall regardless have an End-to-End Responsibility for the provision of the Services, and in particular each Service Object, and a responsibility for all obligations performed and any omission to perform or comply with the provisions under the Agreement by Key Subcontractors and such other subcontractors to the same extent as if such obligations were performed or omitted by the Supplier itself, especially in relation to the undertakings regarding Intellectual Property Rights and Confidential Information. A failure by a Key Subcontractor or any other subcontractor of the Supplier to properly comply with any agreements will not serve as a

valid excuse for any failure to provide the Services. The Supplier shall also remain the Purchaser's sole point of contact unless otherwise agreed.

- 8.3.4 In the event that any Key Subcontractor or other subcontractor may Process Personal Data, the regulations in Section 12.6 below shall apply as applicable.
- 8.3.5 All Key Subcontractors and subcontractors will be required to adhere to the standards, policies and procedures in effect at the time, whether these are the Purchaser's or the Supplier's standards, policies and procedures.
- 8.3.6 All references made to subcontractors in other Sections of this Agreement shall include both Key Subcontractors and other subcontractors.

#### **8.4 Governance Bodies**

The Parties have formed a “Strategic Steering Committee”, a “Development and Commercial Committee” and two committees for “Operational Management” (together the “**Governance Bodies**”) staffed with representatives from the Purchaser and the Supplier to facilitate on-going communications between them. A detailed description of the responsibilities and procedures relating to the Governance Bodies is available in the Governance Procedures in Appendix J. The Parties may change the objectives, composition and meeting frequency of the Governance Bodies from time to time to the extent the Parties jointly agree.

#### **8.5 Record keeping and reports**

- 8.5.1 The Supplier shall be responsible for reporting and keeping records of the Services provided, any changes of Services or Service Objects, any compliance/non-compliance with the Service Levels and any other failures to comply with this Agreement, in

accordance with Section 8.5.2 below and any other report requirements set out in Appendix F and the relevant Service Specification(s), unless otherwise agreed in such Service Specification(s). The Supplier shall also be responsible for keeping records of, and upon the Purchaser's request, in addition to the final Procedures Manual described in Section 8.1 above, provide to the Purchaser information on the relevant processes, operations, technical solutions and software used to perform the Services under the Agreement. All communication under this Agreement shall be made in English and expressed with clarity and such means as are required in order to ensure a correct performance in all respects.

- 8.5.2 The Supplier will, by using for example such measurement and monitoring tools and procedures set out in Section 7.6 above, document its provision of the Services and provide to the relevant Governance Bodies such reports and other information required pursuant to the Service Specifications. The template report format set out in each Service Specification shall be used by the Supplier for the respective Service Object. The Purchaser is entitled to disclose the content of the reports for third parties such as benchmarkers and potential Successors of the provision of the Services, provided that these have signed customary non-disclosure agreements (and subject to Section 12.3.2 below). The reports shall document the Supplier Group

entities' performance with respect to the Service Levels and other requirements applicable to the Service Objects. The Supplier will deliver such reports to the Purchaser within fifteen (15) days after the end of each calendar month. The Supplier shall explain any deviations from the Service Levels and other performance requirements and include a plan for timely implementation of corrective action where appropriate. In addition, the Supplier shall provide the Purchaser with such documentation and other information as may be reasonably requested by the Purchaser from time to time in order for the Purchaser to (i) verify that the Supplier Group entities' performance of the Services is in compliance with the Service Levels and the balance of this Agreement, (ii) follow up on key performance indicators, and (iii) keep track of and document any Changes made by the Supplier in its provision of the Services.

- 8.5.3 The above mentioned records shall be kept in an orderly and safe manner. All records shall be kept for a minimum of seven (7) years after the time to which they relate, or the longer period which may be required by Applicable Law.

## **8.6 Co-operation with other suppliers**

- 8.6.1 The Purchaser may source services equal, similar or related to the Services (including New Services) and services, which interface with or are depending on the Services, from other suppliers (including, without limitation, internal suppliers within Antarctica Bars). The Supplier shall always in good faith co-operate and work with Antarctica Bars and their consultants, subcontractors and other suppliers upon request, in order to integrate services or materials, provided that such parties have either executed a customary confidentiality agreement reasonably acceptable to the Supplier or there is a confidentiality obligation in the relevant VCA. Such co-operation shall, in addition to what has been agreed upon between the Parties in the Service Specifications, include, without limitation, providing access to those services appropriate for such third parties. The third parties shall use such services to perform such work, and providing information regarding working processes, operating environment, system constraints and other operating parameters which are reasonably necessary for the Purchaser or a Purchaser Related Company or a third party supplier to be able to perform its work.
- 8.6.2 In order for this collaborative multisourcing approach to work, the Supplier and such third parties will need to ensure effective communication, co-operation and establish a good working relationship. Therefore, if the Purchaser in its sole discretion deems it necessary

from time to time (*e.g.* to the extent the Services interface with services provided by a third party supplier, or if such third party services otherwise are related to the delivery of the Services), the Supplier is required to enter into one or several written vendor co-operation agreements principally in the format set forth in Appendix M. For the avoidance of doubt, the existence of a VCA shall never: (i) limit the Supplier's End-to-End Responsibility to provide the in-scope Services nor extend the Supplier's liability to other services than the Services; or (ii) otherwise extend the Supplier's liability as set out in this Agreement. The

Purchaser is responsible for establishing contact between the Supplier and the third party.

8.6.3 The VCA:s shall describe the approach for a co-operation between the relevant parties and *e.g.* define a set of principles in order to:

- (a) ensure clear governance of IT-service provider interactions and dependencies, including a clear division between the parties of borderline responsibilities (if any);
- (b) facilitate proactive cooperation in the provision of related IT-services to ensure a comprehensive seamless service experience for the Purchaser;
- (c) enable efficient management of service delivery issues arising between the parties; and
- (d) minimise escalation of relationship and cooperation issues to the Purchaser, to the degree possible.

8.6.4 The Supplier and the third party suppliers are responsible for creating the detailed content

of each VCA, but may consult with the Purchaser during the drafting. The Purchaser will have the right to review the proposed terms of a VCA as well as to require changes in accordance with the Change Control Procedures should the wording thereof not be in line with the Purchaser's requirements. The Purchaser shall receive a copy of the VCA once finalised, approved and signed, including any subsequent amendments thereto. Should the service providers in question fail to agree on an appropriate VCA, such failure shall be handled by the Development and Commercial Committee, and, if not agreed there be escalated as soon as possible to the Strategic Steering Committee, in accordance with the Governance Procedures.

8.6.5 In addition to what is stated above, service integration, interfaces between the Supplier and other suppliers as well as management of service desk functions are further described in Appendix P.

## 9. GOVERNANCE AND CHANGE CONTROL PROCEDURES

- 9.1 In relation to the Governance Bodies and Governance Procedures, the provisions set out in Appendix J shall apply. In relation to the Change Control Procedures, the provisions set out in Appendix K shall apply.
- 9.2 All changes that change the Agreement, or is a request for New Services (“Changes”), shall be made pursuant to the procedures set out in Appendix K (the “Change Control Procedures”). Any changes on an operational level that are not Changes shall be handled in accordance with the appropriate governance level and in accordance with the processes described in the respective Service Specification.
- 9.3 The Supplier will, with regards to Services that are not Project Services prepare and deliver to the Purchaser a monthly, rolling “look ahead” document for on-going and planned

Changes for the next forty-five (45) day period. The status of the Changes will be monitored and tracked against the applicable Appendices and/or Service Objects, as applicable. With regards to Project Services, the Supplier will instead prepare and deliver to the Purchaser a monthly document for Changes made during the most recent passed forty-five (45) day period.

## **10. SERVICE CHARGES, INVOICING, PAYMENT TERMS, ETC.**

### **10.1 General principles**

- 10.1.1 This Section 10.1 describes certain general pricing principles for the Services. The detailed pricing information, including but not limited to work related to Transition and, if agreed, Transformation, if applicable, the different price models and details of the Service Charges for each Service Object are set out in the respective Service Specification. General principles applicable to all Service Objects are set out in Appendix L. The Services Charges shall apply from the Commencement Date in relation to Services other than Project Services and for Project Service as set out in the applicable Project Plan.
- 10.1.2 As a general rule and except where explicitly stated otherwise in the Agreement, no costs outside the Service Charges explicitly stated or referred to in Service Specifications (or Project Plan), as applicable, shall be charged by the Supplier for the Services or any other undertakings in this Agreement and, accordingly, the Service Charges shall constitute the full and entire compensation to be paid by the Purchaser in respect of all the Services and all other undertakings in this Agreement. Costs that are not explicitly stated as a Purchaser cost in the Agreement will be interpreted as a cost of the Supplier, provided, however, that it is not unreasonable for a Professional IT service supplier providing the Services and provided that those costs were not unforeseeable at the time of ordering a certain Service. If costs that could not at all have been foreseen by the Supplier occur after the ordering of a Service, such costs shall be handled through the Change Control Procedures. Without limiting the generality of the foregoing, the Supplier acknowledges that, except as expressly provided otherwise in the Agreement (including, for the avoidance of doubt the relevant Service Specifications), expenses the Supplier expects to incur in performing the Services (such as, but not limited to, travel, lodging, subsistence allowance (*per diem*), document reproduction, shipping and long-distance telephone) are included in the Service Charges set forth in this Agreement. Accordingly, such expenses are not separately reimbursable by the Purchaser, unless the Purchaser has directly authorised the expense by issuing a Purchase Order or the expense has otherwise been authorised in writing with a reference to a Purchaser Order.
- 10.1.3 Any Service Charges charged will be based on actually consumed volumes and there will be no in advance charging with subsequent reconciliation. Hence, no in advance charging is permitted unless the Purchaser has explicitly agreed thereto.

- 10.1.4 The payment of any amount by the Purchaser will not prevent the Purchaser from disputing that amount or any other amount and will not constitute acceptance of the Purchaser as to the performance of the Supplier's obligations under this Agreement.
- 10.1.5 When references to volumes are made in a price, the relevant volumes are the aggregate volumes of all Antarctica Bars companies receiving Services under the Agreement.
- 10.1.6 If required, forecasts will be given for planning purposes as part of the governance process. Deviations from forecasted volumes will not cause any liability to pay compensation, unless stated otherwise in a Service Specification or Appendix L.
- 10.1.7 Unless otherwise specifically stated in the Agreement, the currency denomination for all payments under the Agreement shall be made in USD, unless otherwise specified. Variations may occur in any Local Services Agreement.

## **10.2 Price transparency**

Service Charges and the basis for calculating them shall be auditable in accordance with Section 11 below and transparent to the Purchaser to the extent reasonably required for a customer in order to understand what drives its cost and to verify that the Service Charges are accurate and in accordance with the provisions of this Agreement, as further described in Appendix L. In order to achieve this, the Supplier shall if required by the Purchaser disclose to the Purchaser all relevant financial records and supporting documentation about actual prices of the Services and the different components of the Services (including key cost components). This provision is not intended to implement any open book principle or obligate the Supplier to disclose its actual costs for the services delivery, but is intended to cause cost awareness.

## **10.3 Financial or commercial assumptions**

In the event there are any financial or commercial assumptions in relation to the pricing or other assumptions which may otherwise result in any adjustment of the Service Charges or other compensation payable hereunder, such assumptions have been explicitly listed in the Service Specifications with a clear statement of the consequence of a failing financial or commercial assumption. No other assumptions can have any effect on the Service Charges.

## **10.4 Transition and Transformation costs**

- 10.4.1 For the Transition of the Services from the Purchaser to the Supplier, the Supplier may charge the Purchaser. Such charges are part of the Services Charges and are fixed charges and are set out in the relevant Service Specification, and will be charged in accordance with the further details set out therein, as applicable.
- 10.4.2 For any Transformation activities agreed between the Parties, the Supplier shall be entitled to charge the Service Charges agreed for such Transformation activities as set out in the relevant Transformation Plan attached to the relevant Service Specification. In this respect, the Parties

particularly note that some Transformation activities as of the Effective Date have been predefined by the Parties and in relation to such activities, the predefined charges shall constitute the agreed Service Charges. In addition, the Parties moreover note that after Transformation activities have been performed, the Service Charges for other parts of the Services within the relevant Service Object may be affected as a consequence thereof, if agreed between the Parties.

## **10.5 Progress payment**

The granting of any progress payment associated with a fixed price project by a Purchaser Related Company, or the receipt thereof by a Supplier Group entity, shall in no way lessen the liability of the Supplier to replace unsatisfactory work or material although the unsatisfactory character of such work or material may not have been apparent or detected at the time such payment was made. Materials, components, or workmanship, which do not conform to the applicable specifications will be rejected and shall be corrected or replaced by the Supplier as set out herein.

## **10.6 Disputed Charges**

- 10.6.1 In the event that the Purchaser in good faith disputes any amounts of an invoice and withholds such disputed amount, which the Purchaser may do for a maximum period of six

(6) months, the Supplier may not during this time discontinue delivering any part of the Services, unreasonably refuse to take on any New Services, terminate or threaten to terminate the Agreement, due to amounts withheld by the Purchaser.

- 10.6.2 If the Purchaser disputes any invoiced amounts it shall provide a written clarification of the

reasons for disputing the amount. If no agreement can be reached concerning the disputed amount, the issue shall be escalate through the Governance Procedures. If the dispute cannot be resolved through the Governance Procedures, which shall be handled in an expedited manner, either Party may initiate arbitration in accordance with Section 22 below and enforce any arbitration award (including any late payment interest).

- 10.6.3 In the event a certain Service Charge is related to a Service that has not been performed or is delayed, the Purchaser shall always be entitled to withhold payment of such Service Charge until the Service has been performed and duly invoiced, unless such delay or nonperformance is not attributable to the Supplier (including its suppliers and/or subcontractors) as set out in this Agreement.

## **10.7 Invoicing**

- 10.7.1 The Supplier shall invoice the Purchaser in accordance with what is stated in Appendix L, this Section 10.7 and/or the relevant Service Specification, as applicable.

- 10.7.2 The Supplier shall, if requested by the Purchaser, on a monthly basis provide the Purchaser with a pre-billing report in an agreed file format with an agreed format/layout making it possible for the Purchaser to verify

that the total Service Charges for the Services provided during the relevant month is correct in terms of usage, application of the pricing principles set out in the relevant Service Specification and that the work performed as part of the Services are in line with relevant specifications, budgets set or Services consumed. The pre-billing report shall further, in respect of local to local or local to central Services, include information regarding how the various Service Charges will be distributed by stating the relevant Purchaser Related Companies (legal units) and imposed charges shall be fully traceable. In respect of global projects, information regarding which allocation keys to be used for the distributing of the relevant Service Charges should be included.

- 10.7.3 The Supplier shall on a monthly basis, quarterly basis, per Milestone, or with some other agreed frequency, as specified in the relevant Service Specification and/or Appendix L, as applicable, provide the Purchaser with one (1) invoice per Service Object, covering all Service Charges (including local Service Charges, if any) under such Service Object. If requested by the Purchaser, the Supplier shall with the same frequency as above provide the Purchaser with an electronic summary of all Service Charges.
- 10.7.4 The invoices shall be paid within a sixty (60) day period from receipt of a correct invoice, as specified in Section 10.7.6 below, unless stated otherwise by Applicable Law.
- 10.7.5 In the event the Supplier has not invoiced within nine (9) months after the end of the month to which the applicable Service Charges (including any Reimbursable Expenses) correspond, the Supplier's right to receive such Service Charges (and compensation for Reimbursable Expenses) expires and in such cases the Supplier is prevented from invoicing the amounts concerned (in the event the Supplier nevertheless would invoice such amounts, the Purchaser shall not be obligated to pay such invoices).
- 10.7.6 Each invoice shall in addition to what is stated above show such details as reasonably specified by the Purchaser, including:
- (a) all information according to the instructions in the corresponding Purchase Order;
  - (b) the description of the Service Object covered by the invoice; and
  - (c) identification of the amounts of any Taxes which the Supplier is collecting from the Purchaser.

## **10.8 Taxes**

- 10.8.1 The Supplier shall pay any and all Taxes levied on account of payments it receives under the Agreement. Amounts payable from the Purchaser to the Supplier under the Agreement shall be paid by the Purchaser without deduction of any Tax or duty levied; provided, however, that the Purchaser may withhold income Tax as required by applicable Tax laws.

- 10.8.2 Unless otherwise stated, all fees payable under the Agreement shall be exclusive of value added Taxes (VAT), sales Taxes or similar Taxes (hereinafter referred to as "**Indirect Taxes**") or inclusive of VAT if arising on such a supply against the production of a valid invoice (including relevant VAT number or equivalent) or other documentation reasonably required by the Purchaser in order to be able to report and/or recover any such Indirect Taxes.
- 10.8.3 For the avoidance of doubt, the Purchaser will not carry the costs for Indirect Taxes levied on transactions between the Supplier and any of its subcontractors that have not been explicitly agreed by the Parties to be Reimbursable Expenses.
- 10.8.4 The relevant Service Specification shall include details of any Indirect Taxes (in so far as known when signing the Agreement) that will be chargeable hereunder, including the rate of such Indirect Taxes.
- 10.8.5 The Supplier acknowledges that the legal structure of the Supplier Group may affect the Purchaser's tax obligations. Therefore the Supplier agrees to inform the Purchaser if the Supplier's legal structure is changed in such a way that it may have an impact on the Purchaser's tax obligations hereunder, *e.g.* additions of new companies, and in such case, in good faith, discuss with the Purchaser to find and agree on a solution where the effect of the tax situation will be similar to the one existing on the Effective Date. Such agreed solution shall be implemented through the Change Control Procedures.

## **10.9 Late payment**

- 10.9.1 In the event a payment is made after its due date and provided a correct invoice, as specified in Section 10.7.6 above, has been issued, then late payment interest shall be payable in accordance with the late payment interest rate under the Swedish Interest Act (Sw. *räntelagen*).
- 10.9.2 A claim for late payment fee must be made within six (6) months after the relevant due date of the delayed payment.

## **10.10 Extraordinary Events**

- 10.10.1 As used in this Agreement, an "**Extraordinary Event**" shall mean a circumstance in which an event or set of events has occurred or is planned with respect to significant changes in

the business of Antarctica Bars that result or will result in a change in the scope, nature or volume of the Services that Antarctica Bars will require from the Supplier, and which is expected to cause the estimated average monthly amount of chargeable resource usage in one or several Service Objects, or of any unit on which pricing is based (*e.g.* hours of CPU usage, Service Levels, number of servers installed by category or number of network devices installed by category), to increase or decrease by twenty-five per cent (25%) or more from the volumes in effect on the date when this Agreement is duly signed by both Parties, provided such decreases are not due to a Antarctica Bars company resuming the provision of such Services or transferring the provision of Services to another service

provider except due to a termination of the Services, in whole or in part, for cause. Increases or decreases in the volumes of Services consisting of cloud services shall not be considered an Extraordinary Event covered by this Section 10.10. Examples of the kinds of events that might cause such substantial increases or decreases covered by this Section 10.10.1 include:

- (a) changes to the primary locations where Antarctica Bars operate;
- (b) changes in products of, or sales of such products, or in markets served by, Antarctica Bars; or
- (c) mergers, acquisitions, or divestitures of Antarctica Bars.

10.10.2 In case of an Extraordinary Event the Purchaser shall inform the Supplier as soon as reasonably possible after such decision has been made, taking into account any Applicable Law relating to publicly traded companies, when applicable.

10.10.3 If an Extraordinary Event occurs, that requires fewer resources from the Supplier, the Purchaser may, at its option, request a change in the Service Charges in accordance with the following. If an Extraordinary Event occurs that requires additional or increased resources such as acquisition of a new entity, the Purchaser may at its option, request a change in the Service Charges specified in the relevant Service Specification and expand the Services by using the Targeted Resource Addition and Targeted Cost Addition approach below or treat the additions as New Services.

10.10.4 The Supplier and the Purchaser shall mutually determine on a reasonable basis the amount

of resources no longer required by the Supplier to provide the Services under the relevant Service Object(s) (the "**Targeted Resource Reductions**") or, at the Purchaser's option additional resources required by the Supplier to provide increased Services under the relevant Service Object(s) (the "**Targeted Resource Additions**"). The Supplier shall identify in writing to the Purchaser the categories of costs (including appropriate indirect and overhead costs) that can be eliminated or reduced in connection with the Targeted Resource Reductions (the "**Targeted Cost Reductions**") or that must be increased in connection with the Targeted Resource Additions (the "**Targeted Cost Additions**").

10.10.5 The Purchaser itself shall not receive access to the Supplier's costs or profit. The Purchaser

may however, at its option and expense, employ an independent third party to examine and verify the Targeted Resource Reductions and Targeted Cost Reductions or Targeted Resource Additions or Targeted Cost Additions identified by the Supplier and the costs associated with each of them.

10.10.6 Immediately upon determination of the Targeted Resource Reductions or Targeted Resource Addition, the Supplier shall proceed to eliminate the Targeted Resource

Reductions or to implement the Targeted Resource Additions as quickly as feasible.

10.10.7 As the Targeted Resource Reductions are eliminated, or the Targeted Resource Additions are implemented, upon approval by the Purchaser, Service Charges shall be reduced or increased by the full amount of the corresponding Targeted Cost Reductions applicable to the Targeted Resource Reductions or the corresponding Targeted Cost Additions applicable to the Targeted Resource Additions. Such reduction may significantly reduce or eliminate a Service or a Service Object. If the Service Charges are reduced in accordance with this

Section 10.10.7 the Supplier shall be entitled to reasonable reimbursements from the Purchaser for any reasonable costs of investments in hardware, software or services done or other stranded costs related to the decrease and costs for personnel (until reallocated to other Services or services, which the Supplier shall use its best efforts to achieve, however, no longer than for three (3) months), unless such investments could reasonably be used by the Supplier in relation to its business not including the Services.

## **11. AUDIT RIGHTS**

### **11.1 General**

11.1.1 The Supplier Group entities providing the Services under this Agreement shall be subject to the audit obligations contained herein. The Supplier shall furthermore make reasonable efforts to, in relation to subcontractors that are contracted after the Effective Date hereof, include audit obligations in its agreements with its subcontractors which allow the Purchaser to conduct customary (considering the services such subcontractors provide) audit investigation of such subcontractors. If the Supplier has not been able to secure such direct audit rights for the Purchaser, and in relation to subcontractors contracted before the Effective Date (unless the Supplier has no audit rights in relation to such pre-existing subcontractors nor can achieve them with reasonable efforts), the Supplier shall itself perform such audits of its subcontractor in accordance with the Purchaser's instructions. Such audit of a subcontractor shall be performed, at Purchaser's costs, and the Supplier shall share the results of the audit with the Purchaser.

11.1.2 The Supplier shall upon the Purchaser's written notice that it wishes to conduct an audit (which shall specify the scope of the audit which the Purchaser wishes to perform) in accordance with Section 11.1.7 below provide to the Purchaser, its auditors (including outside and internal audit staff), inspectors, regulators and other representatives as the Purchaser may from time to time designate in writing, access at all reasonable times, to the parts of a facility at which the Supplier Group entities are providing the Services, to the Supplier employees and subcontractors providing the Services (as specified above), and to the data and records relating to the Services. Such access shall be given to the Purchaser for the purpose of performing audits and inspections to verify the confidentiality, integrity and availability of data owned by Antarctica Bars, to examine the systems that process, store, support and transmit that data, and to examine the Supplier Group entities' performance of the Services hereunder.

- 11.1.3 If the Purchaser wishes to use a third party auditor the Purchaser shall chose any of the following firms to perform or assist in the auditing, unless the Supplier agrees to the use of any other auditing firm; PwC, Deloitte, 2Secure, CGI, BitSec, ATKeaney, J.D. Power, Strategy Analytics, Gartner, Compass, Maturity, ProBenchmark, Oliver Wyman, Equa Terra or Forrester Research.
- 11.1.4 The Purchaser acknowledges that any audit shall be executed under the condition that no Confidential Information, trade secrets regarding the Supplier's and the Supplier Group's business or other customers are revealed to anyone else than the Purchaser, relevant Antartica Bars company and the relevant auditors. The Purchaser further acknowledges that a possible audit must not prevent the Supplier in its deliveries, whether it is towards the Purchaser or to any other customer of the Supplier.
- 11.1.5 The minimum notice periods for different types of audits requested by the Purchaser shall be as set out below. The Purchaser acknowledges that, if possible, longer notice periods than set out below should be given to the Supplier in order for the Supplier to make proper preparations.
- (a) Audit initiated due to suspected fraud or non-compliance with security or quality requirements (including the requirements in Section 12.6 below) – reasonable notice period considering the type of fraud or non-compliance (which for the avoidance of doubt, can be no notice period at all in severe cases).
- (b) Discretionary audits – twenty (20) days prior notice.
- 11.1.6 Discretionary audits may only be performed once in every twelve (12) months period per Service Object and per country unless an audit results in follow up audits due to findings during the initial audit, in which case such follow up audits are permitted in addition to this limitation.
- 11.1.7 The foregoing audit rights shall include, to the extent applicable to the Services performed by the Supplier Group entities and to the Service Charges, audits of; (i) practices and procedures, (ii) systems, documentation and materials, (iii) general controls and security practices and procedures, (iv) disaster recovery plan and backup procedures, (v) the performance of the Services in accordance with the applicable Service Levels, (vi) the accuracy of Service Charges and invoices, (vii) the Reimbursable Expenses and reimbursable third party expenses of the Supplier Group entities in performing the Services, and (viii) the Supplier's compliance with Applicable Laws and the Agreement in general, as well as any audits necessary to enable Antartica Bars to meet applicable regulatory requirements. The Supplier shall provide, and shall cause the Supplier Group entities to provide, to such auditors, inspectors, regulators, and representatives such assistance as they reasonably require, including installing and operating audit software. The Supplier Group entities shall cooperate with the Purchaser or its designees in connection with audit functions and with regard to examinations by regulatory authorities, however with the limitations set out in Section 11.1.4 above.

The Purchaser's auditors and other representatives shall comply with all the Supplier's communicated security requirements.

- 11.1.8 The Supplier Group entities shall maintain complete and accurate records of and supporting

documentation for the amounts billed and billable to and payments made by any Purchaser Related Company hereunder, in such detail as is reasonably required to verify such amounts, including but not limited to *e.g.* time sheets, log files for CPU usage, registers concerning help desk service calls and other relevant Service elements and shall retain such records in accordance with the Purchaser's records retention routines as these routines may be adjusted from time to time. The Purchaser will provide the Supplier with revisions to the Purchaser records retention routines. The Supplier agrees to, if available, provide the Purchaser with both paper and electronic documentation and other information with respect to each invoice as may be reasonably requested by the Purchaser to verify accuracy and compliance with the provisions of this Agreement. The Purchaser and its authorised agents and representatives shall have access to such records for purposes of audit during normal business hours during the Term and during the period for which the Purchaser is required to maintain said records.

- 11.1.9 Such access will require notice as set out in Section 11.1.5 above and will be provided at

office hours, provided that any audit does not interfere with the relevant Supplier Group entity's ability to perform the Services in accordance with the Service Levels or otherwise in accordance with the Agreement. The Supplier will provide access only to information reasonably necessary to perform the audit. The Supplier shall not be obliged to allow the Purchaser, its examiners or auditors access to the Supplier Group entities' Confidential Information, and especially not access to any information attributable to the Supplier's customers, internal audits, cost calculation or internal data except to the extent necessary to ascertain the Supplier Group entities' performance under this Agreement or otherwise explicitly set forth in this Agreement. The Supplier will also assist the Purchaser's employees or auditors in testing the Purchaser's data files and programs, including, without limitation, installing and running audit software.

- 11.1.10 Any information and access to be provided to third parties (other than governmental agencies) shall be subject to their execution of a customary non-disclosure agreement (and subject to Section 12.3.2 below).

- 11.1.11 The Purchaser's auditors and other representatives shall comply with the Supplier's reasonable security requirements and generally applicable site rules.

## 11.2 Audit findings and reports

- 11.2.1 Following an audit or examination, the Purchaser shall conduct (in the case of an internal audit), or request its external auditors or examiners to conduct, an exit conference with the Supplier to obtain factual consensus regarding issues identified in the review.

- 11.2.2 The Parties shall meet to review each audit report promptly after the issuance thereof and to mutually agree upon the appropriate manner, if any, in which to respond to the findings and/or changes suggested by the

audit report. The Parties agree to develop mutually acceptable operating procedures for the sharing of audit and regulatory findings and reports related to the Supplier's operating practices and procedures produced by auditors or regulators of either Party.

- 11.2.3 The Supplier shall, upon the Purchaser's request, accept and implement, and shall cause the Supplier Group entities to accept and implement, the reasonable recommendations of the Purchaser's auditors subject to the Agreement and the Governance Procedures. If the additional costs for the Supplier to implement such reasonable recommendations would be considered unreasonable for a Professional IT service provider, the Parties shall negotiate modified Service Charges on the basis of such increased costs, in accordance with the Change Control Procedures.
- 11.2.4 If the Parties mutually agree upon the findings of such audit and if any audit or examination reveals that any Supplier Group entity's invoices for the audited period are not correct for such period, the Supplier shall within forty five (45) days of such reveal reimburse the Purchaser and/or the relevant Purchaser Related Companies for the amount of any overcharges, or the Purchaser shall within forty five (45) days of such reveal pay, and cause the Purchaser Related Companies to pay, the Supplier and/or, as the case may be, the relevant Supplier Group entity for the amount of any undercharges.
- 11.2.5 The Supplier shall upon request from the Purchaser supply the Purchaser with its latest audited annual report, environmental report, information/IT Security and quality control system certificate. Further, if requested by the Purchaser, the Supplier shall provide to the Purchaser its most recent public financial report, including income statements, balance sheets, cash flow statements and supporting data. Should the Supplier be a publicly traded company, the Supplier shall provide such report at the time it is first permitted to do so under Applicable Law.
- 11.2.6 Any information and access to be provided to third parties (other than governmental agencies) shall be subject to their execution of an appropriate non-disclosure agreement.

### **11.3 Costs for audits**

Each Party shall bear its own costs of any of the audits (including external agencies fees) set out above except where the audit reveals material non-compliances with this Agreement or Applicable Law, in which case the Supplier shall bear all costs of the audit.

### **11.4 Supplier audit rights**

- 11.4.1 The Purchaser shall upon the Supplier's written notice that it wishes to conduct an audit (which shall specify the scope of the audit which the Supplier wishes to perform) provide to the Supplier, and its third party auditors (which may be one of the auditing firms listed in Section 11.1.3 above) access to Purchaser data and records relating to those of the

Services and Service Objects having Services Charges being based on cost per user. Unless otherwise specified in the Service Specification or in a Local Services Agreement, such access shall only be given to the Supplier for the purpose of performing audits and inspections to verify that the Service Charges are correct given the number of users on the Purchaser's side. The audit shall be performed upon at least one (1) month's prior written notice, during business hours and in such a manner that the disturbance on Purchaser's business operations is as minimal as possible.

- 11.4.2 The Supplier acknowledges that any audit shall be executed under the condition that no Confidential Information, trade secrets regarding Antarctica Bars' business or other customers are revealed to anyone else than the Supplier and the relevant auditors.

## 12. CONFIDENTIALITY, DATA SECURITY, ETC.

### 12.1 General

Except as otherwise specifically provided by the Parties, "**Confidential Information**" shall mean any information on any medium (or given orally or otherwise brought to a Receiving Party's attention) including financial information, trade secrets, client lists and other proprietary business information, concerning the Parties, the Supplier Group entities or Antarctica Bars, respectively.

### 12.2 Confidentiality undertaking

- 12.2.1 Each Party, including the Supplier Group entities and the Purchaser Related Companies, respectively, who from time to time receives (the "**Receiving Party**") Confidential Information of the other Party, including the Supplier Group entities and the Purchaser

Related Companies (the "**Disclosing Party**"), respectively, undertakes not to disclose any Confidential Information to any third party, or to use Confidential Information for other purposes than fulfilling its obligations under this Agreement. This is also applicable if the Receiving Party obtains Confidential Information (in any form) as a result of performing its obligations pursuant to this Agreement. The obligations of the Receiving Party in this Section 12.2.1 does not apply if:

- (a) disclosure is required by Applicable Law or pursuant to any order of any court or other competent authority or tribunal;
- (b) disclosure is required by any applicable stock exchange regulations or the regulations of any other recognised market place;
- (c) the Confidential Information is independently developed by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information;
- (d) the Confidential Information at the time of disclosure, was known to the Receiving Party free of restrictions;
- (e) disclosure has been consented to by the Disclosing Party in writing; or

- (f) the Confidential Information is part of the public domain other than as a result of the Receiving Party's breach of this Agreement.

12.2.2 The Parties acknowledge and agree that they will use all reasonable means to preserve and

protect the secrecy of the other Party's Confidential Information, and that each Party will use at least the same bare to prevent disclosure to third parties of such Confidential Information of the other Party as it employs to avoid disclosure, publication or dissemination of its own information of a similar nature, however in no event less than a reasonable degree of bare.

12.2.3 Without limiting the generality of the foregoing, neither Party will publicly disclose the terms of this Agreement, without the prior written consent of the other. Furthermore, neither the Supplier, including the Supplier Group entities, nor the Purchaser, including the Purchaser Related Companies, will:

- (a) make any use or copies of the Confidential Information of the other except as contemplated by this Agreement;
- (b) acquire any right in or assert any lien against the Confidential Information of the other Party;
- (c) sell, assign, lease or otherwise dispose of Confidential Information of the other to third parties or commercially exploit such Confidential Information; or
- (d) refuse for any reason (including a default or material breach of this Agreement by the other Party) to promptly return, provide a copy of or destroy such Confidential Information upon the request of the other Party or upon expiration or any termination of this Agreement and completion of a Party's obligations hereunder; provided, however, that unless otherwise provided for in this Section 12 and Section 13 below, neither Party will be restricted in using any data processing or network management ideas, concepts, know-how and techniques, without limitation, in the development, manufacturing and marketing of products and services.

12.2.4 Notwithstanding the foregoing, (i) the Purchaser and the Purchaser Related Companies shall not be required to return any Confidential Information that has been developed by the Supplier specifically and solely for the Purchaser and/or the Purchaser Related Companies pursuant to providing the Services and/or which is owned by the Purchaser and/or the Purchaser Related Companies or to which they otherwise are entitled, and (ii) neither Party shall be required to return any Confidential Information which has been integrated in information/documents forming part of such Party's or its group's decision making process, (iii) neither Party shall be required to return any Confidential Information which it is obligated to keep for record keeping purposes under this Agreement or Applicable Law, and (iv) the Parties shall always be entitled to disclose any such information to the Purchaser Related Companies and the Supplier Group entities, respectively, and subcontractors (subject to any restrictions contained herein), provided that such entities comply with the corresponding

confidentiality undertaking. For the avoidance of doubt it shall be noted that Confidential Information which the Parties are not required to return, in accordance with this Section 12.2.4, shall still be considered Confidential Information and be handled as such.

- 12.2.5 The Supplier and the Supplier Group entities shall further keep all the Purchaser's and/or the Purchaser Related Companies' Confidential Information clearly separated from their own or any other clients' information, data and material.
- 12.2.6 Confidential Information regarding the Purchaser and the Purchaser Related Companies may only be used and accessed by the Supplier and the Supplier Group entities' employees for the purpose of delivering the Services. Each of the Purchaser and the Supplier shall ensure that the employees of the Purchaser and the Purchaser Related Companies and the Supplier and the Supplier Group entities (and its subcontractors), respectively, will comply with the confidentiality obligations under this Section 12.
- 12.2.7 Notwithstanding the foregoing, the Receiving Party shall be entitled to disclose such Confidential Information to its professional advisers with a need to know such Confidential Information to assist the Receiving Party in fulfilling its obligations under this Agreement, provided that the Receiving Party shall procure that the recipient to whom disclosure is made adhere to the provisions in this Section 12.
- 12.2.8 If the Receiving Party becomes required, in circumstances contemplated in Section 12.2.1 above to disclose any Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt written notice of that fact so that the Disclosing Party may seek (with the co-operation and reasonable efforts of the Receiving Party) a protective order, confidential treatment or other appropriate remedy.
- 12.2.9 The provisions of this Section 12 shall not restrict the Purchaser or the Purchaser Related Companies from disclosing or communicating any information related to the Services as may be required exclusively on a need to know basis and to the extent reasonably necessary in order for the Purchaser or any other Purchaser Related Company to implement, operate, outsource, use or the similar the Services in an efficient manner provided that the recipient of such Confidential Information related to the Services adheres to the confidentiality undertaking of this Section 12 or another not less strict confidentiality undertaking (and subject to Section 12.3.2 below).
- 12.2.10 In addition, the confidentiality obligation under this Section 12 shall not apply where disclosures are reasonably required in relation to exit management services (and the Purchaser's potential transition of the Services to a new supplier), subject to the recipients of such Confidential Information being bound by customary confidentiality undertakings (and subject to Section 12.3.2 below). Also, the Purchaser may use information contained in the Service Specifications, any Project Plan and the Procedures Manual (in whole or in

part) if required by the Purchaser for a benchmarking process relating to the Services or for a competitive tender (with the exception of anything in the Service Specifications or Project Plans that relates to prices, term or service levels or anything other clearly designated confidential by the Supplier), provided that recipients of any Confidential Information contained in such documentation agree to be bound by a secrecy undertaking of materially the same scope and extent as this Section 12 (and subject to Section 12.3.2 below).

### **12.3 Loss of Confidential Information and assistance**

- 12.3.1 In the event of any disclosure or loss of, or inability to account for, Confidential Information, the receiving Party shall notify the disclosing Party immediately.
- 12.3.2 In the event that the Purchaser has disclosed any of the Supplier's Confidentiality

Information hereunder to any third party (as allowed *inter alia* under Sections 8.5.2, 12.2.9, 12.2.10 herein) and such third party is not a direct party to any confidentiality agreement with the Supplier covering the disclosure in question, the Purchaser shall as a party to such confidentiality agreements, upon the Supplier's request, direct and pursue at its own cost a claim towards such third party for confidentiality breach in strict compliance with the Supplier's instructions. For the avoidance of doubt, the Supplier shall handle the claim and any thereto related court proceeding against such a third party, but the Purchaser shall, in its capacity as a party to the relevant confidentiality agreement, (i) provide reasonably required assistance and information to the Supplier in connection with the handling of the claim and any related proceeding and (ii) take such actions which are necessary for the Supplier to protect its Confidential Information and which the Supplier cannot reasonably perform without the Purchaser's assistance (including but not limited to: (a) filing any request for injunctive relief; (b) signing and filing, in due time, necessary documentation relating to such claim and proceeding; and (c) participating in any settlement negotiations and court proceedings relating to the claim). The Purchaser may not accept any settlement in relation to such confidentiality breach without the Supplier's prior written consent.

### **12.4 Period of confidentiality**

Confidential Information disclosed pursuant to this Agreement shall survive any expiration or termination of this Agreement for a period of five (5) years after such expiration or termination.

### **12.5 Security obligations**

- 12.5.1 To the extent applicable to the provision of the Services, the Supplier shall always comply with the IT security requirements set out in Section 5.2 and 5.5 above.
- 12.5.2 The Supplier shall have documented processes and routines for handling risks within its operations. The Supplier is responsible for identifying security risks (including risks in the Supplier's business as well as risks identified by the Supplier relating to the services performed for the Purchaser) and for taking necessary actions to control and mitigate such risks. The Supplier shall have in place appropriate Professional technical

and organisational measures to in a structured way manage the information security, protection against loss of data, protection against unauthorised access or use of data, and protection against theft and unlawful publication of data; *e.g.* have technical solutions in place to protect the

Confidential Information and Personal Data, have routines for handling security threats and making emergency back-ups as well as routines for performing updates to avoid threats.

- 12.5.3 The Supplier shall have technical solutions in place for encryption of certain data, classified by the Purchaser, and shall have a documented procedure for controlling personnel access rights and to ensure that all access to information or functionality related to the Purchaser is controlled on an individual basis and that all activities are logged

according to Applicable Law and the Purchasers' security related documents referred to in Section 5.5 above.

- 12.5.4 The Supplier shall have in place appropriate on-site security to prevent destruction, theft and burglary *e.g.* through having installed fire protection systems, alarms, safes and guards.

- 12.5.5 In providing the Services, Supplier shall utilize Professional security practices to protect, safeguard and secure the Service and Antarctica Bars' data against unauthorized access, use and disclosure. Systems, applications, platforms, infrastructure and networks operated by Supplier and related to its assignment under the Agreement shall be configured in a consistent, accurate manner with approved security settings applied to ensure that systems and networks function as intended, are available when required and do not reveal unnecessary technical details. Supplier shall constantly monitor for any attempted unauthorized access to, or use or disclosure of, any of such materials and shall immediately take all necessary and appropriate action in the event any such attempt is discovered, notifying Purchaser of any material or significant breach of security, data breach or other security incident with respect to any such materials.

- 12.5.6 When relevant for the Service provided, software vulnerabilities are revealed and addressed

by a vendor patch, Supplier shall obtain the patch from the applicable vendor, test the patch for safe installation and plan for installation at the Purchaser including securing necessary approvals through Change Control Procedures.

- 12.5.7 Supplier's personnel are not allowed to deliberately try to access Antarctica Bars related information not needed for the assignment agreed upon or to which such personnel are not granted access. If any of Supplier's personnel gets unauthorized access to information, this shall promptly be reported to the Purchaser. All user IDs shall be personal and used only by the appointed individual(s) and Supplier shall have a documented procedure for controlling administrator access rights. Further, Supplier shall have a documented procedure and ensure that all access to information or functionality related to Antarctica Bars is controlled on an individual basis and that all activities are logged according to Applicable

Law and Antarctica Bars' security related documents referred to in Section 5.5 above.

## 12.6 Data protection and privacy

### 12.6.1 Supplier Processing

12.6.1.1 If the Supplier Processes Personal Data in the course of or in connection with the provision

of the Services or otherwise in the performance of its obligations under the Agreement, the clauses set forth in this Section 12.6 shall apply and the Supplier shall at all times comply with Applicable Laws on data protection. Where the Supplier Processes Personal Data in connection with the provision of the Services or otherwise in the performance of its obligations under the Agreement, it is acknowledged that the Purchaser is the Controller of Personal Data and the Supplier is the Processor of Personal Data on behalf of the Purchaser.

12.6.1.2 The following provisions shall apply where the Purchaser is required to comply with Regulation of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as may be amended, updated, replaced or superseded from time to time (the “**GDPR**”) or any other data protection laws.

12.6.1.3 Supplier shall to the extent any Personal Data (as defined in Applicable Laws, rules and regulations) is processed by Supplier on behalf of Purchaser under the Agreement:

- (a) only process Personal Data in accordance with Purchaser’ documented instructions. Supplier shall immediately inform Purchaser if instructions are lacking or if instructions are infringing Applicable Laws, rules and regulations;
- (b) ensure that the employees/agents/sub-contractors or other third parties that are authorized to process Personal Data are subject to an enforceable obligation of confidentiality with regards to the Personal Data;
- (c) implement appropriate technical and organizational measures required pursuant to Article 32 of the GDPR;
- (d) to the extent sub-contractors are engaged as sub-processors of Personal Data on behalf of Purchaser (which mandate is hereby given by Purchaser), respect the conditions referred to in Article 28, paragraphs 2 and 4, in the GDPR;
- (e) to the extent Personal Data will be transferred to a country that does not ensure an adequate level of data protection, the Supplier shall inform Purchaser and ensure that the Personal

Data is safeguarded through e.g. Standard Contractual Clauses adopted by the European Commission prior to any transfer of Personal Data;

- (f) assist Purchaser to respond to requests from data subjects' (as defined in Applicable Laws, rules and regulations) pursuant to Chapter III in the GDPR by implementing appropriate technical and organizational measures;
- (g) assist Purchaser to fulfil its obligations pursuant to Articles 32 to 36 in the GDPR;
- (h) on termination or expiration of the Agreement for any reason, return or delete, at Purchaser's choice, all Personal Data processed under the Agreement, unless Supplier is required to retain the Personal Data by Applicable Laws, rules and regulations; and
- (i) make available to Purchaser upon request (at no cost to Purchaser) all information necessary to demonstrate Purchaser's and Supplier's compliance with the obligations laid down in Article 28 in the GDPR in relation to processing of Personal Data under the Agreement.

- 12.6.1.4 The intended Processing of Personal Data shall be specified according to Applicable Law, rules and regulations, for each Processing activity, in the relevant Service Specification.
- 12.6.1.5 Requests for increased security measures (in addition to what is required under this Agreement and under Applicable Law) and for other changes in the Processing in relation to the Services as a result of changes to Applicable Law shall be handled through the Change Control Procedure and as set out in Section 4.4.2 above.
- 12.6.1.6 The Supplier acknowledges that, as between the Supplier and the Purchaser, all right, title and interest in the Personal Data is vested solely in the Purchaser.
- 12.6.1.7 Upon termination of this Agreement, for any reason, the Supplier Group shall cease to Process Personal Data and shall arrange for the prompt and safe return to Antarctica Bars (or its nominated third party), or destruction, at the Purchaser's sole option, of all Personal Data together with all copies in its possession or control; however, provided that the Supplier Group may retain archival copies of such data as reasonably necessary (for a period no longer than twelve (12) months post termination) for the Supplier Group to comply with Applicable Laws on data protection.
- 12.6.1.8 In the event that the Supplier cannot, due to any reason, comply with (i) this Section 12.6 and/or (ii) any changes to the Applicable

Laws affecting the Purchaser in such respect as set forth in this Section 12.6, the Supplier agrees to immediately inform the Purchaser of that fact together with all known details. In such event the Purchaser shall be entitled to suspend the transfer of Personal Data and/or terminate the affected Service(s) with immediate effect, after having given notice of termination to the Supplier and provided that the Supplier has failed to cure the non-compliance within thirty (30) days of such notice, unless the Parties have agreed to take such steps which shall enable the Supplier to so comply. If the non-compliance has resulted in a prohibition from a governmental authority with regards to the Processing, the Purchaser may however terminate the affected Service(s) (without such a thirty (30) days period of curing the non-compliance) upon written notice to the Supplier.

12.6.1.9 The Parties shall, at their sole cost and expense, defend the other Party from all third party damages, liabilities, demands, claims, and costs, expenses and proceedings in connection therewith, which the other Party may incur as a result of damages caused, or alleged to be caused, to third parties, or as a result of governmental claims of the violation, or of the alleged violation, of legal obligations, in either case arising out of: (i) the adherence by the Supplier to its obligations as the Processor under this Section 12.6 (in which case the Purchaser, for the avoidance of doubt, is the indemnifying party); (ii) Supplier's breach of its obligations as the Processor under this Section 12.6 (in which case the Supplier, for the avoidance of doubt, is the indemnifying party), or (iii) arising out of any breach by the other Party of its data protection obligations under Applicable Law. This indemnification is contingent upon:

- (a) the Party receiving a claim for a violation of this Agreement committed by the other Party, shall promptly notify the other Party of such claim; and
- (b) the Party which has committed the violation have been given the possibility to cooperate with the other Party in the defence and settlement of the claim (and a settlement shall be subject to the violating Party's prior written approval, not to be unreasonably withheld).

12.6.1.10 It is the Supplier's responsibility to permanently destroy the Purchaser's Personal Data upon request. The Supplier shall not be entitled to charge any additional costs for such destruction.

## 12.6.2 Purchaser Processing

The Purchaser may in the course of or in connection with receiving the Services, Process Personal Data received from the Supplier. The Purchaser shall perform all such Processing in accordance with Applicable Laws on data protection.

## 12.7 Disaster recovery/business continuity

- 12.7.1 The disaster recovery plan and requirements and business continuity set forth in Appendix G include the Purchaser's disaster recovery and business continuity requirements and also set out measures to be implemented by the Supplier (the "**Disaster Recovery Services**") in relation to the Services. Said plan shall apply as from the Commencement Date and the Disaster Recovery Services included in such plan shall be implemented by the Supplier, without any separate charges to be paid by the Purchaser. The disaster recovery plan and requirements and business continuity shall at all times comply with the Purchaser's internal disaster recovery plan and requirements and business continuity affecting the Services. The plan shall be reviewed and updated by the Supplier on a regular basis to ensure that the Disaster Recovery Services are in line with Professional standards and any updates shall be made in accordance with the Change Control Procedures.
- 12.7.2 The Purchaser will promptly make available to the Supplier any changes to the Purchaser's internal disaster recovery plan and requirements and business continuity.

## 13. INTELLECTUAL PROPERTY RIGHTS

The principles set out below in this Section 13 shall apply to all Services under the Agreement, unless specifically stated otherwise in an applicable Service Specification.

### 13.1 Ownership to and use of pre-existing Intellectual Property Rights

- 13.1.1 Each Party (or if applicable each of the Supplier Group entities, the Purchaser Related Companies or licensors, as applicable) owns and retains its respective Intellectual Property Rights, data and other material acquired, created or developed prior to the execution date of the Agreement and all modifications, improvements or changes in or to such pre-existing Intellectual Property Rights.
- 13.1.2 The Supplier grants to the Purchaser, a non-exclusive, (sub-licensable solely to the relevant Purchaser Related Companies) worldwide, royalty-free (unless otherwise explicitly specified in the relevant Service Specification) license to use all such Intellectual Property Rights that are necessary or reasonably necessary for Antarctica Bars to make use of the Services hereunder, during the Term, the Exit Period and any Termination Assistance Period (however in no event for more than eighteen (18) months after the Term), solely for Antarctica Bars' internal business purposes. Said license shall, for the avoidance of doubt, apply in relation to all Supplier Products, unless otherwise agreed in a Service Specification. For the avoidance of doubt, the Purchaser shall not have the right to use such Intellectual Property Rights for any other purpose than as set out above, including for instance to provide information technology services to other third parties. Antarctica Bars will retain such right, title and interest in any of their Intellectual Property Rights to which they had rights, title or interests prior to the Effective Date. No Supplier Group entity will have any right, title or interest in or to such Intellectual Property Rights under this

Agreement for any purpose except the non-exclusive, royalty-free right to use, reproduce and operate such Intellectual Property Rights in order to perform the Services pursuant to this Agreement and only if it is specified in a Service Specification. It shall furthermore be specified in what way it shall be used (*i.e.* with the right to modify, sublicense, etc.).

However, when the Purchaser has sent a document or an email to the Supplier, texts, pictures, drawings or similar in such document or email may be used and reproduced by the Supplier in order to perform the Services pursuant to this Agreement. With regards to the Services that are provided by the Supplier under this Agreement as of the Effective Date, both Parties shall during a transition period agreed between the Parties (which however shall not exceed a period of six (6) months from the Effective Date) cooperate to achieve an overview of the Intellectual Property Rights provided by Antarctica Bars in connection with said Services, in order to specify this as described above.

- 13.1.3 Each Party understands and agrees that the other Party may acquire, via operations of merger or acquisition, rights in third party Intellectual Property Rights used by such Party when providing/receiving the Services, so that such third party Intellectual Property Rights may become owned by the Party and shall enter into the acquiring Party's portfolio of preexisting Intellectual Property Rights under this Agreement.

## **13.2 Rights to newly developed Intellectual Property Rights**

- 13.2.1 Subject to the terms of Section 13.1 above and Section 13.2.3 below, the Supplier or its nominee shall exclusively own all right, title and interest in and to the Intellectual Property Rights developed by the Supplier Group entities or its employees or subcontractors under the Agreement which are embedded in a Service under the Agreement and to the Intellectual Property Rights delivered by the Supplier and which concern general information technology processing and technologies owned, acquired or supplied by the Supplier in performance of its Service responsibilities under the Agreement. The Purchaser, or relevant Purchaser Related Companies, shall however exclusively own all right, title and interest in and to Intellectual Property Rights in the data submitted by the Purchaser, or relevant Purchaser Related Company, into such Services or developed within or through the Services, including a right to at any time, without limitations, freely extract, transfer, distribute to the public, modify, process and utilise any such results, without being invoked additional costs or any obligations or restrictions in relation to such results whatsoever.
- 13.2.2 The Supplier may never use the data submitted by the Purchaser or any Purchaser Related Company for other purposes than to deliver the Services in accordance with the Agreement.
- 13.2.3 Notwithstanding what is stated in Section 13.2.1 above and except with regards to Supplier Products which are solely covered by the Purchaser's license rights under Section 13.1.2 above, the Purchaser or its nominees shall exclusively own all right, title and interest in and to Intellectual Property Rights developed by the Supplier Group entities or those employees under the Agreement which are embedded in a Deliverable in a Service under the Agreement (which for the avoidance of doubt does not include Third Party Software), and funded entirely by the Purchaser,

including a right to freely extract, transfer, license, distribute to the public, modify, process and utilise any such results created within the frame of the Service, without being invoked additional costs or any obligations or restrictions in relation to such results whatsoever. If the Parties, in a Service Specification, have explicitly so agreed, the Supplier shall be given a grant-back license in relation to the Intellectual Property Rights set out in this Section 13.2.3. Such a grant-back license shall be non-exclusive, sub-licensable, worldwide, fifty (50) years long and royalty-free and allow the Supplier to use, reproduce, modify and adapt said Intellectual Property Rights in relation to services similar to the Services or otherwise, unless otherwise agreed in said Appendices.

13.2.4 The Supplier and the relevant Supplier Group entities grants to the Purchaser a nonexclusive, (sub licensable solely to the relevant Purchaser Related Companies) fifty (50) years long royalty-free (unless otherwise explicitly specified in the relevant Service

Specification) license to: (i) use, modify, process, utilise and sub-license any and all Intellectual Property Rights embedded in a Deliverable in a Service under the Agreement, with the exception of Supplier Products and such Intellectual Property Rights presented in Section 13.2.3 above, whether developed before or after the Effective Date; and (ii) to use, modify, process, sub-license and reproduce, solely for Antarctica Bars' current and future internal business purpose, any Service related documentation and information supplied by the Supplier in connection with the performance of its Service responsibilities under the Agreement (including but not limited to the Procedures Manual).

13.2.5 Notwithstanding the above, the rights granted under Section 13.2.4 above shall not apply

for any Third Party Software provided by the Supplier which the Parties have explicitly agreed and specified in a Service Specification shall be used for the provision of the Services or as part of a Deliverable hereunder even though the Purchaser may not receive the rights granted under Section 13.2.4 above in relation to such Third Party Software as the licenses to such Third Party Software will be governed by the applicable license terms for such Third Party Software. It shall be specified in the Service Specification what license terms apply for such Third Party Software and which exceptions and restrictions to the license rights granted under Section 13.2.4 above apply for such Third Party Software (with the general exception that the Purchaser shall not have the right to modify or sublicense any Third Party Software except to the Purchaser Related Companies, unless explicitly allowed by the applicable license terms).

13.2.6 The Supplier shall, and shall cause the Supplier's employees and subcontractors and their employees to, execute all documents and take all actions that the Purchaser reasonably deems necessary to give effect to this Section 13.2. The Supplier shall use commercially reasonable efforts to cause each of the Supplier's employees and subcontractors and their employees to waive any and all moral rights they may have now or in the future in the Intellectual Property Rights.

### **13.3 Trademarks and advertisement**

- 13.3.1 No Party grants the other Party any rights to use its Trademarks without the written consent of the other Party. In relation to the Purchaser's Trademarks Section 13.3.3 below shall apply.
- 13.3.2 Notwithstanding the above, the "Antartica" trademarks shall be used by both Parties in accordance with their respective licenses (or their owners license) and any trademark usage rules and guidelines issued from time to time by Antarctica Trademark Holding AB and subsequent instructions that may be issued by Antarctica Trademark Holding AB.
- 13.3.3 Any and all Trademarks of Antarctica Bars shall be the sole property of Antarctica Bars, and such logotypes and trademarks may not be used (whether for advertisement, exhibitions or any other purpose) by the Supplier Group, or any of its subcontractors. All advertisements, public displays, press releases and other communication from the Supplier and any of its subcontractors shall further comply with the following:
- (a) any and all references to and statements concerning Antarctica Bars, as applicable, or any of their products, shall be factually correct;
  - (b) any communication messages, texts and pictures must be focused on the Supplier Group, or where applicable its subcontractors, and its products and no messages may be built on the Supplier Group's business relations Antarctica Bars. Only a reference to such business relations may be made;
  - (c) the value, length and any other terms and conditions of the Agreement are deemed to constitute Confidential Information in accordance with Section 12 above and may thus not be quoted. Neither may any employee of the Purchaser and/or any Purchaser Related Company, as applicable, be quoted nor identified by name;
  - (d) there shall be no implication of a special relationship with Antarctica Bars. Unless approved in writing by the Purchaser's brand strategy department, use of (i) Antarctica Bars' typefaces, advertising slogans (paraphrased or otherwise) or taglines, or (ii) photographs or pictures of any products of Antarctica Bars, are not allowed;
  - (e) references to Antarctica Bars, or their products shall not give the impression that Antarctica Bars endorses the Supplier's goods/ products or services in general or that the Supplier is the sole provider thereof;
  - (f) any advertising material of the Supplier or any of its subcontractors relating to the Antarctica Bars or their products shall be submitted by e-mail to "Antarticabrand@Antarticabars.com" in advance and shall not be used unless approved in writing by the Purchaser's brand strategy department; and
  - (g) any press release material of the Supplier or any of its subcontractors shall be submitted by e-mail to "prelease@Antarticabars.com" in advance and shall not be used unless approved in writing by the Purchaser's public affairs department.

### **13.4 Third Party Software and consents**

- 13.4.1 The Parties acknowledge that for the purpose of providing the Services in accordance with the Agreements, the Supplier may need to use tools, applications, interfaces and other software provided by third party licensors (collectively "**Third Party Software**"). To the extent the Supplier introduces third party materials (primarily Third Party Software) that are not generally available in the market place or that reasonably can be held as unusual and therefore can reasonably be considered to cause a lock-in effect for the Purchaser, the Purchaser will have the right to approve the introduction of such third party materials prior to the Supplier's use of such materials to provide the Services. Unless stated otherwise in the Service Specifications, the cost for such Third Party Software or activity concerned is included in the detailed Service Charges for the Services set out therein, and the Supplier may not charge extra for such licenses or activities.
- 13.4.2 The Supplier will, in respect of any Third Party Software which it procures for the sole purposes of delivery of the Services hereunder, use reasonable efforts to ensure that such Third Party Software shall be transferable to the Purchaser in the event of termination or expiration of the Agreement. Upon the Purchaser's request, the Supplier undertakes to inform the Purchaser in the event that the Supplier during the Term introduces any new Third Party Software which is not transferable to the Purchaser. Any transfer of Third Party Software will be subject to the applicable terms and conditions of the Third Party Software.
- 13.4.3 If it has been specified in a Service Specification that certain Third Party Software shall be provided by the Supplier for the provision of the Services and/or included in any Deliverable and such Service Specification includes or refers to the applicable license terms and conditions for such Third Party Software, then such Third Party Software is provided on the terms and conditions specified in the license terms and conditions for the Third Party Software, except, for the avoidance of doubt, with regards to the Supplier's liability for failure to perform the Services (as set out in Section 7 above), the Purchaser's right to Intellectual Property Rights (as set out in this Section 13), and Supplier's indemnity undertakings (as set out in Section 17.3 below), as well as any undertakings of the Supplier of a general character under the Agreement (such as compliance with laws, data protection and privacy, liability, etc.). However, in exceptional cases (*i.e.* not as a general rule) the Parties may agree in a Service Specification on deviations from what is set out in the preceding sentence of this Section 13.4.3. The Purchaser and the Purchaser Related Companies shall use such Third Party Software in strict compliance with the license terms and conditions for such Third Party Software and the terms and conditions of this Agreement. The Supplier shall, during the term hereof (including for the avoidance of doubt the Exit Period and the Termination Assistance Period): (i) unless otherwise agreed in the relevant Service Specification, ensure that there are support and maintenance

agreements with adequate service levels, considering the applicable Service Levels for the Service, for any and all Third Party Software procured by the Supplier and used to perform the Services; and (ii) make best efforts to ensure that any error or defect in any such Third

Party Software is remedied as soon as possible, including but not limited to that the Supplier will make best efforts to remedy or circumvent the defect or error through a workaround (to the extent possible considering that the Supplier may not have access to the source code) and that the Supplier will promptly contact the provider of the Third Party Software to ensure that a bug-fix is received and implemented as soon as possible.

- 13.4.4 To the extent the Purchaser requires that the Supplier uses any Third Party Software acquired by the Purchaser for the purpose of providing the Services, as specified in the Service Specifications, the Purchaser shall be responsible for obtaining and maintaining, at its own cost, (i) all necessary licenses and consents for said use by the Supplier, who shall abide by all terms and conditions of such a license and/or consent, and (ii) a support and maintenance agreement for the Third Party Software with adequate service levels.

## 14. THIRD PARTY AGREEMENTS

- 14.1 The Supplier and the Supplier Group entities shall abide by the terms and conditions of any agreements, licenses and other third party agreements which, pursuant to any transfer agreement or as otherwise agreed between the Parties, (i) have been assigned to any Supplier Group entity, or (ii) shall be administered by a Supplier Group entity, as specified in Section 14.3 below (“**Third Party Agreements**”). In relation to the Third Party Agreements in (i) above, the transfer agreement shall address if and to which extent these may or may not be exchanged or re-negotiated by the Supplier and in relation to the Third Party Agreements in (ii) above, the Supplier shall be entitled to exchange or re-negotiate these upon the Purchaser’s prior written approval.
- 14.2 During the Term, the Supplier and its subcontractors shall comply with any and all contractual obligations of a third party in connection with, or relating to, the Services provided by the Supplier or its subcontractors to the Purchaser, to the extent the Supplier has been informed by the Purchaser of such contractual obligations and approved by the Supplier in writing, such approval not to be unreasonably withheld by the Supplier. The relevant Supplier Group entity is authorised to use the rights under the Third Party Agreements only for the benefit of Antarctica Bars to provide the Services and may only use the Third Party Agreements for other purposes with the prior written consent of the Purchaser.
- 14.3 The Purchaser acknowledges and understands that the Supplier Group entities may be prohibited from using, modifying, enhancing or operating certain software and other rights of third parties, or from receiving deliverables from such third parties, as a result of restrictions contained in Third Party Agreements, and that certain Third Party Agreements for deliverables that are intended to be transferred to the Supplier in order to become part of the Services cannot be terminated as of the date when this Agreement is duly signed by both Parties. The Supplier will in such case together with the Purchaser use all reasonable efforts to obtain the consents from such third parties required to enable the Supplier Group entities to use, modify, enhance or operate such software and other rights, receive such deliverables and/or to terminate such Third Party Agreements in advance. In case such consent is not obtained, the Parties shall, pursuant to the Governance Procedures and Change

Control Procedures, seek to implement an alternative solution (and the Supplier shall make commercially reasonable efforts to provide such an alternative solution by which the Supplier Group entities can provide the Services without using such software or

other rights or deliverables at no additional cost to the Purchaser, *e.g.* by providing alternative software from a Supplier Group entity performing the same or comparable tasks as the software in question).

- 14.4** Upon the Purchaser's written request the Supplier will assign to the Purchaser all third party vendor-provided assignable warranties and indemnifications and will oversee the compliance of the various suppliers of software, other rights, systems or deliverables with their respective licenses and maintenance agreements. The Supplier shall not knowingly undertake any activity which may void any manufacturer's or supplier's warranty, except as directed by the Purchaser and after notification from the Supplier as to whether such activity will, in the Supplier's reasonable business opinion, void such warranty, and will, to the extent such event can be controlled by the Supplier, make commercially reasonable efforts to maintain or extend each Third Party Agreement in order to continue the Purchaser's right to use the applicable systems.

## **15. REPRESENTATION, WARRANTIES AND CONVENTIONS**

### **15.1 General**

The representations, warranties and covenants set out in this Section 15 shall be in addition to the other obligations of the Parties set out in this Agreement.

### **15.2 Maintenance**

The Supplier shall maintain any hardware in good operating condition, subject to normal wear and tear, and shall undertake repairs and preventative maintenance in accordance with the applicable hardware manufacturer's recommendations. The Supplier shall also maintain any software necessary for it to provide the Services in good operating condition, *inter alia* by ensuring that (subject to Section 13.4.4 above) such software is duly supported by the licensor or other authorised third party, as well as regularly update such software as updates (patches, bug fixes, etc.) thereto become available.

### **15.3 Efficiency and cost effectiveness**

The Supplier Group entities shall efficiently utilise the resources or services necessary to provide the Services in a way that meets or exceeds Professional performance and shall perform the Services in a cost-effective manner consistent with the required level of quality and performance in a way that meets or exceeds such industry standards.

### **15.4 Technology**

The Supplier shall provide the Services using, consistent with the Change Control Procedures, proven, current technology that will enable the Purchaser to take advantage of information technology as applied to the industry segments within which Antarctica Bars are conducting their business.

## **15.5 Non-infringement**

15.5.1 The Supplier represents and warrants that the Services provided under this Agreement, and

any hardware, software and material relating to the Services, to the best of its knowledge, do not infringe, or constitute an infringement or misappropriation of any Intellectual Property Rights of any third party.

15.5.2 The Purchaser represents and warrants that any hardware, software and material which have been assigned or furnished to the Supplier, for the provisions of the Services, to the best of its knowledge, do not infringe, or constitute an infringement or misappropriation of any Intellectual Property Rights of any third party.

## **15.6 Compliance with laws; no defaults**

15.6.1 Each Party represents and warrants that it shall perform its responsibilities under this Agreement in a manner that complies with all Applicable Laws. For the Supplier this includes, but is not limited to, any such laws applicable to the performance of the Services. If a claim of non-compliance with any such Applicable Law or codes occurs, the notified Party shall promptly notify the other Party of such charges in writing.

15.6.2 Notwithstanding the above, the Supplier shall be responsible for monitoring that the Services are in compliance with Applicable Laws, except in relation to Applicable Laws only relating to the Purchaser's business, where the Purchaser is responsible for such monitoring and for informing the Supplier of such laws, if relevant. The Supplier shall propose modifications of the Services to accommodate future changes in Applicable Law and thereto related practices applicable to the Services. Such proposal shall include specifications which are sufficiently detailed to allow the Purchaser or the relevant regulatory authority to deem if the applicable regulatory requirements would be met. Changes under this Section 15.6.2 will be dealt with pursuant to the Change Control Procedures.

15.6.3 Each Party represents and warrants that the performance of its responsibilities under this Agreement will not place the other Party in violation of any Applicable Law, ordinance, code, judgment, order or decree, or of any Third Party Agreements as to which it has been made aware, and that its performance will not violate any contract to which it is a party or by which it is bound, that it will not constitute a violation of any judgment, order or decree or a material default under any material contract by which it is bound.

## **15.7 Export control**

15.7.1 Each Party shall perform its obligations under this Agreement in a manner that complies with all applicable export laws and regulations, trade or export restrictions, trade embargoes or prohibitions, and national security controls of any relevant governmental authority and shall not directly or

indirectly “export” or “re-export” any products, software, data or technical information provided to it by the other Party in violation of such laws and regulations.

- 15.7.2 The Supplier is responsible for informing the Purchaser if there are any Applicable Laws on export control that the Purchaser needs to abide by in relation to the use of the Services, including possible restrictions on “export” or “re-export” of any product, software, data or technology used by the Supplier in relation to the Services. Vice versa, the Purchaser is responsible for keeping the Supplier informed of any Applicable Laws relating to export control that solely relate to the Purchaser’s business.
- 15.7.3 The Supplier shall, upon request, provide all information and documentation necessary or useful for the Purchaser to comply with Applicable Laws relating to the import, export or re-export of any product, software, data or technology provided in relation to the Services. In particular, the Supplier shall provide information on (i) the relevant export control classification numbers (so called ECCN or dual-use numbers) and (ii) the origin of the products, software, data or technical information provided under EU and/or US laws and

regulation, or other relevant jurisdictions. The Supplier is responsible for updating such information to the Purchaser when new Applicable Laws come into effect. If the Purchaser starts using the Services in a new geographical area compared to the areas specified in the Agreement at the Effective Date, this Section 15.7.3 shall in good faith be re-negotiated between the Parties through the Change Control Procedures.

## **15.8 Authorisation and due incorporation**

Each Party represents and warrants to the other that:

- (a) it has the requisite corporate power and authority to enter into this Agreement and to carry out the undertakings and responsibilities contemplated by this Agreement;
- (b) the execution, delivery and performance of this Agreement and the consummation of the undertakings and responsibilities contemplated by this Agreement have been duly authorised by the requisite corporate actions on the part of such Party;
- (c) the Purchaser is a corporation duly organised, validly existing, and in good standing under the laws of the country indicated in the preamble to the Agreement and it has all the corporate power and authority to conduct its business, and to own, lease or operate its properties in the places where such business is conducted and such properties are owned, leased, or operated; and
- (d) the Supplier is a corporation duly organised, validly existing, and in good standing under the laws of the country indicated in the preamble to the Agreement and it has all the corporate power and authority to conduct its business, and to own, lease or operate its properties in the places where such business is conducted and such properties are owned, leased, or operated.

## **15.9 Viruses, etc.**

- 15.9.1 The Supplier shall, in accordance with the industry standards including the IT security policy of the Purchaser referred to in Section 5.5 above, make its best reasonable efforts to ensure that no viruses, Trojan horses, malware, spyware, malicious code, rootkits or similar items (“Viruses”) are coded or introduced into the systems used to provide the Services. The Supplier agrees that, in the event a Virus is found to have been introduced into the systems used to provide the Services, the Supplier shall in accordance with such industry standards, work to eliminate the Virus, to reduce the effects of the Virus and, if the Virus causes a loss of operational efficiency or loss of data, to mitigate and restore such losses, promptly and at no additional cost to the Purchaser. The Supplier must promptly notify the Purchaser in case of major Virus outbreak or other malware detection in the Services or software used to deliver the Services.
- 15.9.2 The Supplier may not, unless otherwise agreed in the relevant Service Specification, include any software in the Services, or otherwise install any software on any Purchaser system, that monitors or communicates any information about Antarctica Bars, any of their data, computers or usage of the Services, to the Supplier or any third party, regardless of what the purpose thereof may be.
- 15.9.3 The Supplier may not include any open source solutions in the Services, or otherwise install any open source software on any Purchaser system, unless this has been communicated to and accepted by the Purchaser in a Service Specification or otherwise in writing and is clearly noted in the applicable Procedures Manual.

## **15.10 Disabling code**

Without the prior written consent of the Purchaser, the Supplier shall not insert into any software developed by it and used for the provisions of the Services, and shall make commercially reasonable efforts to ensure that any Third Party Software procured by the Supplier and used to perform the Services does not include, any code which would have the effect of disabling or otherwise shutting down all or any portion of the Services. With regards to Third Party Software that does include such code, the Supplier shall inform the Purchaser thereof, if the Supplier has knowledge of such code in the Third Party Software. With respect to any disabling code that may be part of any such software, the Supplier shall not invoke such disabling code at any time, including upon expiration or termination of this Agreement for any reason, without the Purchaser’s prior written consent.

# **16. INSURANCE AND RISK OF LOSS**

## **16.1 Insurance**

- 16.1.1 The Supplier and each Supplier Group entity undertakes to have and maintain in force during the Term and for a reasonable period of time thereafter maintain appropriate and adequate insurance for its business operations and activities performed under this Agreement, including, without limitation the following insurance policies:

- (a) commercial general liability insurance, including contractual liability and property damage liability coverage for damages to any property, (owned or leased by the Supplier for the Services even if such property is located at the Purchaser Related Companies' site) with a minimum combined single limit of five million (5,000,000) Euro per occurrence and in the annual aggregate; and;
- (b) Property insurance, including property damage liability coverage for damages to any property owned or leased by the Purchaser but in the Supplier's bare, custody and control for the Services with a minimum combined single limit of five million (5,000,000) Euro per occurrence and in the annual aggregate; and;
- (c) employee dishonest coverage for loss arising out of or in connection with any fraudulent or dishonest acts committed by the Supplier employees, acting alone or in collusion with others, in a minimum amount of five million (5,000,000) Euro per occurrence and in the annual aggregate; and;
- (d) errors and omissions liability insurance, including without limitation professional indemnity or liability, covering the liability for financial loss due to error, omission, or negligence of employees or any other Supplier representative in an amount of at least five million (5,000,000) Euro per claim and in the annual aggregate.

16.1.2 The Supplier shall provide to or cause to be provided to the Purchaser with a certificate from the insurer(s), evidencing the insurance coverage required under this Section 16.1 and agreeing to notify the Purchaser at least thirty (30) days in advance of any cancellation of such insurance coverage, unless replaced by a corresponding insurance coverage.

Maintenance of such insurance coverage shall not relieve the Supplier of any responsibility under the Agreement for damages in excess of insurance limits or otherwise and insurances maintained by the Purchaser shall not limit or reduce the value of the insurances arranged for by the Supplier. For the avoidance of doubt, regardless of the insurance coverage, the Supplier's liability is limited to what is set forth in this Agreement.

16.1.3 The foregoing insurance coverage shall be primary and non-contributing with respect to any other insurance or self-insurance which may be maintained by a Supplier Group entity. The foregoing insurances shall contain no more than reasonable exclusions and have reasonable deductibles. For the avoidance of doubt, regardless of the insurance coverage, the Supplier's liability is limited to what is set forth in this Agreement. The insurers selected by the Supplier Group entities shall be reputable and financially responsible insurance barriers. The Supplier shall assure that its, and the other Supplier Group entities' subcontractors, if any, maintain adequate insurance coverage to the proportion of their part of the Services provided under this Agreement.

## **16.2 Risk of loss**

The Supplier shall be responsible for the risk of loss of, and damage to, any equipment, software, facilities and other materials owned or leased by any Supplier Group entity, irrespective of where they are located.

## 17. INDEMNITIES

### 17.1 General

- 17.1.1 Any damage or loss affecting any of the Purchaser Related Companies shall, subject to Section 17.1.2 below, for the purpose of this Section 17 be considered a damage or loss incurred by the Purchaser, provided that such Purchaser Related Companies are defined as service recipients in the relevant Service Specification. Any damage or loss affecting a Supplier Group entity shall, subject to Section 17.1.2 below, for the purpose of this Section 17 be considered a damage or loss incurred by the Supplier, provided that such Supplier Group entity is defined as a service provider in the relevant Service Specification.
- 17.1.2 Notwithstanding the conditions set out in Section 17.1.1 above, where there is a Local Services Agreement between a Supplier Group entity and a Purchaser Related Company, the damage or loss shall be considered incurred by the Supplier Group entity itself or the Purchaser Related Company itself.

### 17.2 Purchaser indemnities

- 17.2.1 In addition to specific indemnities under this Agreement, the Purchaser will defend, indemnify, and hold harmless the Supplier from and against all liability, claims, damages, and reasonable expenses (including reasonable attorney's fees and expenses) relating to any claim, action, suit or other proceeding for any bodily injury, death and damage to real and/or tangible personal property incurred while the Supplier is performing Services at the Purchaser or Purchaser's Affiliates' premises to the extent caused by the Purchaser or the Purchaser's Affiliates.
- 17.2.2 If the Supplier promptly notifies the Purchaser in writing of a third party claim against the Supplier that the use of a software or any other material assigned or furnished to the Supplier by the Purchaser, for the provisions of the Services, infringes the Intellectual Property Rights of a third party, the Purchaser shall defend, indemnify, and hold harmless the Supplier, from and against any and all liability, claims, damages, losses, costs and reasonable expenses (including reasonable attorney's fees and expenses) for any infringement or alleged infringement of any such Intellectual Property Rights that the use of the software or material that the Purchaser assigned or furnished to the Supplier, for the provisions of the Services, may cause. The Purchaser will, however, not indemnify the Supplier if and to the extent the claim of infringement is caused by (i) the use by the Supplier of any assigned or furnished software or materials for a purpose other than its specific purpose if expressly set forth in the Agreement; (ii) the Supplier's failure to within reasonable time from receiving such corrections or enhancements made available by the Purchaser in order to avoid infringements to use them; or (iii) the Supplier's use, contrary to the Purchaser's instructions, of the assigned or furnished software or material in combination with any product or information not owned or developed, or provided by or on behalf of the Purchaser, if such claim would have been avoided by the use of the assigned or furnished software or material without such information or product. Each Party

shall without undue delay inform the other Party if it has reason to believe that any such infringement may take or has taken place.

- 17.2.3 In the event the software or material is, or in the Purchaser's reasonable opinion likely to

be, held to be infringing a third party's Intellectual Property Rights or the Supplier's use thereof is claimed to be an infringement by a third party, the Purchaser will, at its sole expense undertake one of the following, (a) promptly procure the right for the Supplier at no cost to the Supplier to allow the Supplier to continue to use such software or material that is the subject of the infringement claim, or (b) if (a) cannot be accomplished with commercially reasonable efforts, modify or replace such software with a corresponding non-infringing software or material.

- 17.2.4 Furthermore, and within the limitations set forth in Section 18.1 below, the Purchaser shall indemnify and hold harmless the Supplier for any amounts, including but not limited to Taxes, interest and penalties, assessed against any Supplier Group entity which are the obligations of the Purchaser or the Purchaser's Affiliates.

### **17.3 Supplier indemnities**

- 17.3.1 In addition to specific indemnities under this Agreement, the Supplier shall defend, indemnify, and hold harmless the Purchaser, from and against any and all liability, claims, damages and reasonable expenses (including reasonable attorney's fees and expenses) relating to any claim, action, suit or other proceeding for any bodily injury, death and damage to real and/or tangible personal property incurred while the Supplier or its subcontractors are performing Services to the extent caused by the Supplier or its subcontractors.

- 17.3.2 If the Purchaser promptly notifies the Supplier in writing of a third party claim against the Purchaser that a Service (or a Deliverable under a Service) furnished under the Agreement infringes the Intellectual Property Rights of a third party, the Supplier shall defend, indemnify, and hold harmless the Purchaser, from and against any and all liability, claims, damages, losses, costs and reasonable expenses (including reasonable attorney's fees and expenses) for any infringement or alleged infringement of any such Intellectual Property Rights that the Services (or a Deliverable under a Service) furnished under the Agreement may cause. The Supplier will, however, not indemnify the Purchaser if and to the extent the claim of infringement is caused by: (i) the use of software, hardware, materials or services provided by the Purchaser or a Purchaser Related Company for the provision of the Services or a Deliverable hereunder; (ii) the use by the Purchaser of any Service or

Deliverable for a purpose other than its specific purpose if expressly set forth in the Agreement, or for other than Antarctica Bars' business purposes; (iii) the Purchaser's (or any party acting on behalf of the Purchaser) failure to within reasonable time from receiving such corrections or enhancements made available by the Supplier in order to avoid infringements to use them; (iv) the Purchaser's (or any party acting on behalf of the Purchaser) use, of any Service or Deliverable in combination with any third party hardware or software not provided by or on behalf of the Supplier (unless, if and to the extent, the

combination with such hardware or software is specified in a Service Specification or is otherwise necessary for the intended use of the Service or Deliverable), if such claim would have been avoided by the use of the Services or Deliverable without such hardware or software; or (v) a technical specification provided by the Purchaser or a Purchaser Group Company, unless the technical requirements in said specification could have been barried out in a non-infringing manner, and the Supplier reasonably should have known that the technical specification would result in an infringement. Each Party shall without undue delay inform the other Party if it has reason to believe that any such infringement may take or has taken place.

- 17.3.3 In the event the Services are, or in the Supplier's reasonable opinion likely to be, held to be infringing a third party's Intellectual Property Rights or the Purchaser's use thereof is claimed to be an infringement by a third party, the Supplier will, at its sole expense undertake one of the following, (a) promptly procure the right for the Purchaser at no cost to the Purchaser to allow the Purchaser to continue to use any Service that is the subject of the infringement claim, or (b) if (a) cannot be accomplished with commercially reasonable efforts, modify or replace such Service, without diminishing the functionality of said Service, with a non-infringing Service.
- 17.3.4 Furthermore, and within the limitations set forth in Section 18.1 below, the Supplier shall indemnify and hold harmless the Purchaser for any amounts, including but not limited to Taxes, interest and penalties, assessed against any Purchaser Related Company which are obligations of any Supplier Group entity.

#### **17.4 Indemnification procedures**

With respect to third party claims for which any indemnity hereunder applies, the following procedures shall apply.

- (a) Promptly after receipt by a Party entitled to indemnification of any action or proceeding involving a claim in respect of which the indemnitee will seek indemnification, the indemnitee shall promptly notify the indemnitor of such claim in writing. Without undue delay following receipt of written notice from the indemnitee relating to any claim, but whenever practically possible no later than twenty (20) calendar days before the date on which any response to a complaint or summons is due, the indemnitor shall notify the indemnitee in writing if the indemnitor elects to assume control of the defence and settlement of that claim. If such notice implies that the indemnitor elects to assume control of the defence and settlement of that claim the notice shall be considered a "**Notice of Election**". The indemnitee shall under no circumstances make any admission or settlement of and/or otherwise do anything to prejudice the settlement of any such claim.
- (b) If the indemnitor has delivered a Notice of Election within the required notice period the indemnitor shall be entitled to have sole control over the defence and settlement of such claim (with the reasonable co-operation of the indemnitee); provided, however, that (i) the indemnitee shall be entitled to participate in the defence of such claim on a monitoring non-controlling basis and to employ counsel at its own expense to assist in the handling of such claim, (ii) the indemnitee acts

(at the indemnitor's cost) in accordance with the reasonable instructions of the indemnitor (including being joined as a party to proceedings), and (iii) the indemnitor shall notify the indemnitee before entering into any settlement of such claim or ceasing to defend against such claim. The indemnitor shall pay the costs of any such defence or settlement, and any proven costs and

damages finally awarded by a court against the indemnitor. After the indemnitor has delivered a Notice of Election relating to any claim in accordance with the preceding paragraph, the indemnitor shall not be liable to the indemnitee for any legal expenses incurred by such indemnitee in connection with the defence of that claim.

- (c) If the indemnitor does not deliver a Notice of Election relating to any claim within the required notice period, the indemnitee shall have the right to defend the claim in such manner as it may deem appropriate, at the reasonable cost and expense of the indemnitor, provided however, that the indemnitee shall obtain prior written approval of the indemnitor before entering into any settlement of the claim.

## **18. LIABILITY AND GUARANTEES**

### **18.1 Limitation of liability**

- 18.1.1 When referring to damages incurred by the Purchaser or other Purchaser Related Companies in the Agreement, it is acknowledged and agreed that although the Purchaser Related Companies are not formal parties to the Agreement (but only the Purchaser), the damages incurred by such companies shall be as relevant and such damages shall, subject to Section 18.1.2 below, for the purposes of the remedies under the Agreement be deemed to be damages incurred by the Purchaser hereunder, provided that such Purchaser Related Companies are defined as service recipients in the relevant Service Specification. For the avoidance of doubt, the Purchaser shall thus be entitled to claim damages from the Supplier on behalf of any Purchaser Related Company. Further, any damages incurred by a Supplier Group entity shall, subject to Section 18.1.2 below, be deemed to be damages incurred by the Supplier hereunder, provided that such Supplier Group entity is defined as a service provider in the relevant Service Specification.
- 18.1.2 Notwithstanding the conditions set out in Section 18.1.1 above, where there is a Local Services Agreement between a Supplier Group entity and a Purchaser Related Company, the damage or loss shall be considered incurred by the Supplier Group entity itself or the Purchaser Related Company itself and shall not be included in the damages incurred by a Party under Section 18.1.1 above.
- 18.1.3 Save as set out in Section 18.1.4, 18.1.5 and 18.1.9 below, neither the Supplier nor the Purchaser will be liable, whether for negligence, breach of contract, misrepresentation or otherwise, for any indirect, incidental or consequential loss or damage, howsoever arising including lost time, revenue, profits, goodwill, anticipated savings, or any business interruption

of any kind, in each case even if advised of the possibility of such loss or damage.

18.1.4 The following will be considered, without limitation, direct damages under the Agreement

and the Supplier will not assert that they are indirect, incidental, or consequential damages or lost profits to the extent they result from the failure of the Supplier to comply with its obligations in accordance with the Agreement:

- (a) reasonable costs of recreating or reloading any of the information or data of Antarctica Bars that is corrupt, lost or damaged, provided, however, that the Supplier has been given a reasonable time period to recreate such corrupt, lost or damaged information or data;
- (b) reasonable costs of implementing a workaround in respect of a failure to provide all or a portion of the Services or any part thereof, provided, however, that the Supplier has been given the opportunity to correct such a failure in accordance with Sections 7.3 and/or 7.4 above, as applicable;
- (c) reasonable charges incurred by Antarctica Bars to procure services from an alternate source which are substantially similar to the Services, to the extent in excess of the Service Charges, provided, however, that the Supplier has been given the opportunity to correct a failure in accordance with Sections 7.3 and/or 7.4 above, as applicable and
- (d) reasonable actual costs for reasonable overtime payments, or related reasonable expenses incurred by Antarctica Bars, including wages, and salaries of additional employees, travel expenses, due to the failure of the Supplier to provide all or a portion of the Services incurred in connection with (a)-(c) above.

18.1.5 Furthermore, the following will be considered, without limitation, direct damages under the Agreement and neither Party will assert that they are indirect, incidental, or consequential damages or lost profits to the extent they result from the failure of the other Party to comply with its obligations in accordance with the Agreement:

- (a) reasonable costs of replacing lost or damaged equipment, software and materials; and
- (b) payments or penalties imposed on a Party by governmental bodies or other regulatory agencies for failure to comply with deadlines.

18.1.6 The maximum aggregate annual liability under this Agreement of a Party for any damages suffered by the other Party and the Supplier Group entities or the Purchaser Related Companies, as applicable, resulting from or relating to the performance or nonperformance under the Agreement shall be limited to the highest of (i) the aggregate amount of Service Charges paid under the Agreement (excluding any Local Services Agreements) for the Services during the twelve (12) months prior to the occurrence of the event which is the cause of any claim, (or for the initial year following the Effective Date to the estimated aggregate amount paid

and payable during the initial twelve (12) month period), and (ii) five million (5,000,000) Euro. If the damages suffered by the other Party and the Supplier Group entities or the Purchaser Related Companies, as applicable, only relate to the performance or non-performance of one Service Object, the aggregate amount of Service Charges under (i) above shall relate to the Service Charges for such Service Object and not the whole Agreement. Furthermore, if the damages suffered by the other Party and the Supplier Group entities or the Purchaser Related Companies, as applicable, only relate to the performance or non-performance of one Service (or part of such Service), the aggregate amount of Service Charges under (i) above shall relate to the Service Charges for such Service and for other Services which are linked to the Service in question and not the Service Charges for the whole Service Object or Agreement, unless otherwise agreed in the relevant Service Specifications. Notwithstanding the above, a Party's maximum liability for damages under this Agreement per event shall be limited to the higher of: (i) ten per cent (10%) of the aggregate amount of Service Charges paid under the Agreement (excluding any Local Services Agreements) for the Services during the twelve (12) months prior to the occurrence of the event which is the cause of any claim, (or for the initial year following the Effective Date to the estimated aggregate amount paid and payable during the initial twelve (12) month period); and (ii) five million (5,000,000) Euro.

**18.1.7 Notwithstanding anything to the contrary contained under this Agreement, Local Services**

Agreement, and/or Schedules, the maximum aggregate annual liability under this Agreement of Supplier and the Supplier Group entities for any damages suffered by Purchaser or the Purchaser Related Companies, as applicable, resulting from claims arising under the provisions in Sections 12.5-12.7 shall be limited to the highest of (i) two point five (2.5) times the aggregate amount of Service Charges paid under the Agreement (excluding any Local Services Agreements) for the Services during the twelve (12) months prior to the occurrence of the event which is the cause of any claim, (or for the initial year following the Effective Date to the estimated aggregate amount paid and payable during the initial twelve (12) month period), and (ii) ten million (10,000,000) Euro. This Section 18.1.7 shall apply also to any Local Services Agreement.

**18.1.8 For the avoidance of doubt, if a Purchaser Related Company has entered into a Local Services Agreement with the Supplier or a Supplier Group entity, the liability wording under Section 18.1.6 shall apply also to that Local Services Agreement (unless otherwise explicitly agreed therein), however, where the aggregate amount of Service Charges under Section 18.1.6 (i) above shall relate to the Service Charges paid under the Local Services**

Agreement and where the floor value under 18.1.6 (ii) above shall be one million (1,000,000) Euro. The parties to such Local Services Agreement can only claim liability under such agreement and not under both this Master Services Agreement and the Local Services Agreement.

**18.1.9 No limitation in the Agreement to types of damages nor the maximum liability cap in Section 18.1.6 and 18.1.8 above shall apply with respect to:**

(i) claims arising under the provisions in Section 12.1-12.4 above (save for

any personal data claims that shall be subject to the super cap set out in Section 18.1.7) (ii) claims arising under the provisions in Sections 12.5-12.7 above, however such claims shall be subject to the super cap set out in Section 18.1.7); (iii) third party claims for bodily injury (including death); (iv) the specific indemnity undertakings of the Parties in Section 17 (with the exception of Section 17.2.4 and 17.3.4); and (v) damages caused by gross negligence or wilful misconduct.

- 18.1.10 The Purchaser's liability for non-payment of fees actually owed by the Purchaser for Services provided shall be limited only to: (i) the amount of the unpaid fees for the

Services plus any interest that may be finally awarded by the arbitration tribunal under Section 22 below if the arbitration tribunal decides that the Purchaser should not have withheld payment of such fees; and (ii) compensation for all legal costs and expenses incurred by the Supplier as a result of Purchaser's non-payment.

- 18.1.11 Any Service Level Credits and/or liquidated damages paid by a Party under this Agreement as well as any Service Charge reductions made under Section 7.4.5 above, shall be included in the above presented liability caps.

- 18.1.12 The limitation of liability set forth in this Section 18.1 shall not be construed to limit any liability to an extent that would not be permitted under Applicable Law.

## 18.2 Guarantees

- 18.2.1 The Supplier is, in its capacity as a Party to the Agreement, responsible for the due performance of all its obligations under this Agreement. In addition hereto, the Supplier hereby issues the following guarantee (the "**Supplier Guarantee**"). The Supplier hereby unconditionally and irrevocably guarantees as for debt of its own (Sw. *såsom för egen skuld*) the prompt payment and performance by each Supplier Group entity of all its present and future obligations and liabilities of all kinds under the Agreement, (however, for the

avoidance of doubt, excluding any and all obligations and liabilities under executed Local Services Agreements). The Supplier Guarantee is issued for the benefit of the Purchaser and Purchaser Related Companies and encompasses (without limitation) the fulfilment of all payment obligations as well as the fulfilment of all obligations relating to performance under the Agreement and shall also include the obligations of any Supplier Group entity arising out of or in connection with the Agreement (all such obligations covered by the Supplier Guarantee hereinafter referred to as the "**Supplier Obligations**").

- 18.2.2 The Supplier Guarantee is and will remain in full force and effect until all Supplier Obligations have been fulfilled and, consequently, the general period of limitation applicable to the Supplier Guarantee shall be extended accordingly. The liability of the Supplier under the Supplier Guarantee shall not be discharged or otherwise affected by any time, indulgence, concession, waiver or consent granted to the relevant Supplier Group entity or any other person or by any variation, modification, amendment or

supplement to the provisions of the Agreements, with or without the consent of the Supplier or by any other act or thing whatsoever.

## **19. TERM AND TERMINATION**

### **19.1 Initial Term and extended term**

- 19.1.1 This Agreement shall come into force on the Effective Date and shall apply until 31 December 2025 (the “**Initial Term**”). The Purchaser has a possibility, at its sole discretion, to extend the Initial Term, for all of or some of the Services, by an additional one (1) year period up to two (2) times. (The Initial Term plus the extended term, if any, will constitute the “**Term**”, unless where there is no extended term, where the Initial Term alone will constitute the Term.) A request for extension shall be submitted by the Purchaser to the Supplier no later than six (6) months prior to the end of the relevant term, and shall specify for which Service Objects and specific Services (if applicable) that the Agreement is extended. If a request is not submitted, the Agreement shall terminate on the last day of the Initial Term or one (1) year thereafter if only the first additional one (1) year period is used. If the Purchaser chooses to extend the Initial Term in accordance with this Section 19.1, such extension will be on the same terms and conditions (including without limitation the same Service Charges) for such Services that are extended as applied in the last year of the Initial Term.
- 19.1.2 Notwithstanding what is set out above in Section 19.1.1 in the Agreement, the term of this Agreement shall continue as long as any Service Object or specific Services governed by this Agreement (including New Services) are or shall be provided by the Supplier and for a period of six (6) months thereafter. Supplier shall be entitled to annually renegotiate the prices in the rate card in Exhibit A to Appendix L. When the above six (6) months have elapsed after the termination or expiration of the last Service in force under this Agreement (i.e., six (6) months after the Service End Date for the last Service being provided under this Agreement), both Parties have the right to terminate the Agreement by giving one hundred and twenty (120) days written notice to the other Party.
- 19.1.3 Any reference in the Agreement to the Term, or the Initial Term shall also be seen as a reference to the period during which the Agreement is in force due to what is set forth in Section 19.1.2 above.

### **19.2 Term and Termination of Local Services Agreements**

For the avoidance of doubt, and as further set out in the Local Services Agreements, the Local Services Agreements (or applicable parts thereof) shall expire automatically upon termination or expiration of this Agreement, or if, for any reason, a Service Object that is excluded from this Agreement constitutes the whole or applicable parts of such Local Services Agreement. Furthermore, if a Purchaser Related Company ceases to be a Purchaser Related Company the relevant Local Services Agreement shall automatically terminate on the day the Purchaser Related Company no longer is a Purchaser Related Company, unless the Purchaser has made use of its rights under Section 3.4 above in

relation to a Purchaser Group entity. The termination of a Local Services Agreement for convenience in accordance with the principles in Section 19.4 or as a result of that a Purchaser Related Company ceases to be a Purchaser Related Company as set out above, shall entitle the relevant Supplier Group entity under that Local Services Agreement to a Termination Payment (unless the rights granted under Section 3.4 above are exercised) in accordance with the principles in Section 19.4 below.

### **19.3      Termination for cause**

- 19.3.1     In the event either Party materially breaches any of its duties or obligations under this Agreement, then the other Party may, by giving six (6) months written notice to the other Party, terminate this Agreement, in whole or in part, for cause, as of the date specified in the notice of termination, provided that the breaching Party fails to cure the breach within thirty (30) days after written notice thereof (which for the avoidance of doubt shall be included in the above notice period of six (6) months). Notice of termination under this Section 19.3 shall be given no later than six (6) months from the date the Party giving such notice became entitled to do so. Except as otherwise set forth in this Agreement, the aforementioned right to terminate is limited to the relevant Service and any additional Services being linked to the relevant Service. However, if the material breach (i) relates to more than one Service (or part of such Service), (ii) relates to an undertaking of general character under this Agreement or (iii) relates to a Service being linked to a majority of the Services purchased under this Agreement, the above limitation shall not apply meaning that the complete Agreement may be terminated. If the Agreement has been terminated by the Supplier as a result of the Purchaser's non-payment, the obligation to continue to provide the Services during the notice period as set out above is subject to Purchaser's monthly prepayment of seventy five per cent (75%) of the applicable Services Charges, against by Supplier provided invoices, which in relation to the compensation to be made on time and material basis shall be based on estimates agreed between the Parties. The invoice for the following month shall then settle such estimates against the actual time and material to be compensated.
- 19.3.2     The Parties may also terminate a Service Object under this Agreement in accordance with what is set out in Section 19.3.1 above, in cases of aggregated failure or repeated breaches (more than fifteen (15) failures or breaches during any three (3) months period) of the other Party's duties or obligations under this Agreement in relation to such Service Object, which are each of them non-insignificant, including aggregated or repeated failures to meet the Service Levels if such failures are each significant and together has a material negative impact on the business of Antarctica Bars. Aggregated or repeated failures to meet the Service Levels that are significant and has a material negative impact on the business of Antarctica Bars shall in this Section 19.3.2 be considered to be an incurable breach irrespective of whether Service Level Credits have been duly paid to the Purchaser or not. Such failures or breaches referred to in this Section 19.3.2 shall be documented in accordance with the Governance Procedures, to ensure an overview of the amount of failures or breaches over time.

- 19.3.3 In addition to the foregoing, in the event that the Supplier materially breaches any of the terms and conditions of this Agreement, and the Parties agree in writing that the Supplier shall continue to provide the Services with the purpose of curing the breach as soon as possible, then the Parties may also agree in writing that the monthly instalment of the Service Charges relative to the breach shall be waived during the period which the default subsists until the breach is remedied.
- 19.3.4 If the Purchaser chooses to terminate this Agreement in part, the Service Charges shall be equitably adjusted to reflect those Services, which are terminated, if applicable.
- 19.3.5 The Parties shall in connection with termination under this Section 19.3 have the right, in addition to receiving Service Level Credits in accordance with Section 7.1 above or any liquidated damages or other remedies otherwise agreed under this Agreement, to recover any damages actually suffered by it and the Purchaser Related Companies or Supplier Group Entities as a result of a breach by the other Party (to the extent not already covered by due or payable Service Level Credits, liquidated damages or other remedies) subject however to the limitations set forth in Section 18 above. The Parties and the Purchaser Related Companies and Supplier Group Entities, respectively, shall always strive to mitigate any damages caused by such a breach.
- 19.3.6 In the event that a purported termination for cause by the Purchaser under Section 19.3 above is determined by a competent authority not to be properly a termination for cause, then the Agreement shall for the avoidance of doubt remain terminated. For the avoidance of doubt, the above shall not limit the Supplier's right to claim damages for any loss or damage incurred by the Supplier as a result of such incorrect termination by the Purchaser, although subject to Section 18 above.

#### **19.4 Termination for convenience**

- 19.4.1 Unless otherwise agreed in a Service Specification for a specific Service Object the Purchaser may terminate this Agreement, in whole or in part, for convenience and without cause at any time by giving the Supplier at least eight (8) months prior written notice (which may be given during the first year of the Term) designating the termination date and paying all undisputed amounts due and owed by the Purchaser to the Supplier as of the date the termination is to be effective. However, the whole Agreement cannot be terminated for convenience until twelve (12) months have passed since the Commencement Date of the first Service implemented under the Agreement, and in relation to partial termination until twelve (12) months have passed since the Commencement Date of the terminated Service, or the Commencement Date of the first Service implemented under the terminated Service Object.
- 19.4.2 The Purchaser shall also upon termination for convenience, to the Supplier pay a last termination payment ("Termination Payment") which, unless otherwise specified in the relevant Service Specification(s), shall amount

to five per cent (5 %) of the Service Charges that should have been paid under the Agreement during the period from the termination date (*i.e.* at least six (6) months after written notice on termination) up to the last day of the remaining Initial Term or extended term, as the case may be, if the Agreement had not been terminated. No Termination Payment shall however be paid in relation to termination of (i) Services consisting of cloud services, or (ii) other Services which has not required any initial investment from the Supplier, unless otherwise specified

in the relevant Service Specification. In addition to the Termination Payment, the Purchaser shall reimburse the Supplier for any investment costs that have been specified as reimbursable in the relevant Service Specification provided that such investments have not reasonably been earned back by the effective date of the termination for convenience.

## **19.5 Partial termination**

19.5.1 Where the Purchaser is entitled to terminate this Agreement, the Purchaser can elect partial

termination of the Services; including without limitation, termination of a single Service or part of a Service. For partial terminations the conditions set out in Section 19.3 or 19.4 above shall apply, as applicable, but the notice period shall then be reduced to ninety (90) days (but with the right for the Purchaser to add a longer notice period), unless the partial termination concerns more than twenty-five per cent (25%) of the total Service Charges under the Agreement, in which case the notice periods in Section 19.3 or Section 19.4 above, as applicable, shall apply. Partial termination for convenience shall entail that the Purchaser shall pay the *pro rata* of the termination fees as set forth in Section 19.4.2 above for the terminated Services in question.

19.5.2 Notwithstanding the above, for partial termination of (i) Infrastructure Services consisting of cloud services, or (ii) other Services which have not required any initial investment from the Supplier, the conditions set out in Section 19.3 or 19.4 above shall apply, as applicable, but the notice period shall then be reduced to ninety (90) days (but with the right for the Purchaser to add a longer notice period).

## **19.6 Termination for insolvency**

In the event that either Party under the bankruptcy laws of any country (a) files for bankruptcy; (b) becomes or is declared insolvent, or is the subject of any proceedings related to its liquidation, insolvency or the appointment of a receiver or similar officer for it; (c) makes an assignment for the benefit of all or substantially all of its creditors; or (d) enters into an agreement for the composition, extension, or readjustment of substantially all of its obligations, then the other Party may, by giving written notice of termination to the first Party, terminate the Agreement as of a date specified in such notice of termination, provided, however, that the Supplier in relation to (c) and (d) above shall not have a right to exercise such termination so long as the Purchaser pays for the Services in advance on a month to month basis by certified bank check or other method to be mutually agreed upon (Cf. *e.g.* Chapter 2 Section 20 of the Swedish legislation on company restructuring, *Sw. lag (1996:764) om företagsrekonstruktion*), provided however that the aforementioned restriction in the Supplier's termination right shall not apply for any Local Services Agreements.

## 19.7 No obligation to take back resources

- 19.7.1 In case of termination or expiration of the Agreement (or parts thereof) for any reason, the Purchaser shall not have any obligations whatsoever to take over any assets, employees or third party contracts used by the Supplier in the provision of the Services, unless otherwise agreed in a Service Specification.
- 19.7.2 The Supplier shall defend, indemnify, and hold harmless the Purchaser, from and against any and all liability, claims, including threatened claims, demands, causes of action, damages, losses and reasonable expenses (including attorney's fees and expenses) relating to any claim, action, suit or other proceeding brought, made or caused by (i) employees of the Supplier claiming a right to be transferred to or compensated by the Purchaser or any

entity designated by the Purchaser to assume the responsibility for delivering services replacing the Services, or (ii) any third party who are or have been an agent, subcontractor or supplier to the Supplier in relation to the Services. The indemnification procedures presented in Section 17.4 above, shall apply also in relation to this Section 19.7.2.

## 19.8 Payment upon termination

For clarity, upon any termination or expiration of the Agreement, the Supplier is entitled to recover fees for all Services rendered through the effective date of termination.

# 20. TERMINATION/EXPIRATION ASSISTANCE

## 20.1 Supplier termination/expiration assistance

- 20.1.1 The Supplier shall, unless the Agreement has been terminated by the Supplier in accordance with Section 19.6 above, provide to the Purchaser, or at the Purchaser's request to any applicable Purchaser Related Company as well as to the Purchaser's designee, the reasonable termination/expiration assistance requested by the Purchaser to allow the Services to continue without interruption or adverse effect and to facilitate the orderly transfer of the Services to the Purchaser, the Purchaser Related Companies or their designees. The Supplier shall deliver a draft Exit Management Plan based on the draft in Appendix I to the Purchaser no later than at the Commencement Date and the Supplier shall provide the Purchaser with a final Exit Management Plan no later than within three (3) months from the Commencement Date. Such Exit Management Plan shall thereafter throughout the Term be reviewed and updated by the Parties on an annual basis through the Change Control Procedures.
- 20.1.2 The termination/expiration assistance shall be carefully planned and agreed between the Parties. In the event that the provision of any Service Object or specific Service(s) governed by this Agreement (including New Services) ceases ("Service End Date"), the Supplier shall, to the extent requested by the Purchaser during a period of six (6) months prior to the Service End Date, and up to twelve (12) months after a Service End Date

(the “**Exit Period**”), cause the Supplier Group entities to provide to the Purchaser and relevant

Purchaser Related Companies and/or to their designee/new service provider (collectively, “**Successor**”), all necessary assistance to allow the Services to continue without interruption or adverse effect and to facilitate the orderly transfer of the Service Object and/or specific Services in question to the Successor. Such exit management services shall, at the Purchaser’s sole discretion, include without limitation at least the assistance described in Appendix I and the following:

- (a) a right to receive assistance in migrating data, including the right to have the data transferred to the Purchaser or the Successor, at the Purchaser’s sole discretion. The data shall be provided in a format reasonably specified by the Purchaser or, if the Parties cannot agree on such format, a format that allows the Purchaser to access and extract the data without any additional costs;
- (b) a right (but not an obligation) for the Purchaser or any other Successor to acquire tangible assets owned by the Supplier or a Supplier Group entity and predominantly (*i.e.* more than seventy five per cent (75%)) dedicated to and used for the provision of the Services to the Purchaser at the time of termination (in relation to shared assets the Parties will agree on an interim arrangement enabling the Supplier to change equipment). The purchase price shall be the fair market value of any unamortised tangible assets and zero (0) SEK (*i.e.* at no cost) for any amortised tangible assets. However, the Purchaser shall in addition to the purchase price for such assets, compensate the Supplier for any reasonable costs in relation to the procurement of such new assets that the Supplier have to make in order to replace acquired assets, provided that such acquired assets are not solely dedicated to and used for the provision of the Services;
- (c) a right (but not an obligation) for the Purchaser or any other Successor to assume (or have novated to it) any contract held by the Supplier or Supplier Group entities and solely dedicated to and used for the provision of the Services to the Purchaser, provided that the contract in question allow for such a transfer. For each contract so assumed, the Parties will settle any outstanding balances based upon the allocation principle that costs attributable to time prior to the assumption shall be barried by the Supplier and costs attributable to time after the assumption shall be barried by the Purchaser. In relation to prepaid items and similar benefits, they shall be treated correspondingly;
- (d) a right (but not an obligation) to the following licenses. The Supplier will provide the Purchaser, including a right for the Purchaser to sublicense to relevant Purchaser Related Companies, without charge, sufficient licenses to use the Supplier’s Intellectual Property Rights for Antarctica Bars’ internal business purposes (irrespective whether operated in-house or by a third party service provider) if continued use of the Supplier materials is absolutely necessary for a Successor to take over the responsibility for performance of part or all of the Services, but in all cases during the Exit Period and Termination Assistance Period (up to a maximum of eighteen (18) months). For the avoidance of doubt, such licenses shall not include the right for the Purchaser or Purchaser Related Company to allow a Successor to use any Supplier Products;

- (e) a right for the Purchaser to object to and stop any changes by the Supplier of Key Roles;
- (f) a right to receive such information available on the Services rendered (*e.g.* employed and historic service level performance) that is reasonably relevant for a Successor to know in order to assume the responsibility for the continued service delivery, subject to customary confidentiality undertakings as set out in Section 12.2.10 above, as well as existing versions of the Procedures Manual;
- (g) a right to receive documentation (*e.g.* operational manuals, etc.) required for the undisturbed service delivery;
- (h) a right for the Purchaser to request reasonable education and knowledge transfer regarding Services which are custom-made for the Purchaser and not generally available in the market; and
- (i) any other reasonable exit management services requested by the Purchaser.

20.1.3 At the Purchaser's request, the Supplier will to the extent possible provide for transfer of knowledge reasonably required by the Purchaser or its Successor for assuming and continuing the Services (such knowledge transfer will include, without limitation, providing and explaining all policies, processes, standards, procedures, data and related operations necessary to facilitate and accomplish the transfer and the continuation of the Services). The Purchaser shall also have the right to request explanations, supplements, and/or amendments of the Procedures Manual in order to clarify any ambiguities.

20.1.4 In relation to the costs for exit management services, the following shall apply.

- (a) For Services also provided prior to the Service End Date, the same Service Charges shall apply as applied prior to the Service End Date.
- (b) For exit management services described in this Section 20.1, not included in section (a) above, the Supplier shall receive compensation on a time and material basis (using the same rate cards that have applied prior to the Service End Date) in accordance with Appendix L, unless agreed otherwise.

20.1.5 If the Supplier has terminated the Agreement in accordance with Section 19.3 above due to

non-payment from the Purchaser, the Purchaser shall pay for the exit management services monthly in advance against by Supplier provided invoices, which in relation to the compensation to be made on time and material basis shall be based on estimates agreed between the Parties. The invoice for the following month shall then settle such estimates against the actual time and material to be compensated.

## **20.2 Continuing Services**

20.2.1 This Section 20.2 shall survive termination or expiration (howsoever occasioned) of this Agreement and/or any Local Services Agreement(s), in

whole or in part. In the event that the provision of any Service Object or specific Service(s) governed by this Agreement (including New Services) ceases and unless the Agreement has been terminated by the Supplier in accordance with Section 19.6 above, the Purchaser has the right to, by giving notice at least three (3) months prior to the Service End Date for such Service Object or specific Service, extend the period of delivery of such Service Object or specific Services, or parts thereof, up to a maximum period of twelve (12) months beyond the Service End Date for such Service Object or Service (the “**Termination Assistance Period**”). The relevant Supplier Group entities shall then provide to the Purchaser and the relevant Purchaser Related Companies any or all such Service Objects or Services being performed at the same prices and other terms and conditions as prior to the Service End Date. However, if the Supplier has terminated the Agreement in accordance with Section 19.3 above due to non-payment from the Purchaser, the Purchaser shall pay for the extended period of delivery of Services monthly in advance against by Supplier provided invoices. The Purchaser has the right to terminate such Termination Assistance Period, or parts thereof, by giving two (2) months written notice.

- 20.2.2 Unless otherwise agreed by the Parties, the quality of the Service provided by the Supplier, and the Supplier’s performance otherwise, will not be degraded during the Termination Assistance Period, provided however that the Supplier shall not be responsible for any interruption or adverse effect of the Services resulting from any action or omission of the Purchaser, the Successor or other third parties appointed by the Purchaser.
- 20.2.3 If the volume or scope of the Services to be provided under a fixed price is accordingly reduced after the relevant termination- or expiration date, the Parties will agree in good faith of a reduction of the relevant Service Charges.

## **21. MISCELLANEOUS**

### **21.1 Force majeure**

- 21.1.1 No Party shall be liable for any default or delay in the performance of its obligations under the Agreement (i) if and to the extent the default or delay is caused, directly or indirectly,

by fire, flood, elements of nature acts of war, terrorism or civil unrest or any other similar cause beyond the reasonable control of the Party and (ii) provided the non-performing Party is without fault and the default or delay could not have been prevented by reasonable precautions. In such event, the non-performing Party is excused from further performance for as long as such circumstances prevail and the Party continues to use its commercially reasonable efforts to recommence performance and mitigate the impact of its nonperformance. Any Party so delayed shall promptly notify the other, describe the circumstances causing the delay and submit a written plan setting out the measures planned to overcome the delay. If the Supplier is unable to perform the Services within twenty (20) Business Days and it would be unreasonable to require the Purchaser to continue to source

the Services from the Supplier (*e.g.* if the Supplier cannot resume the provision of the Services faster than a third party), the Purchaser, at its sole discretion, may (i) terminate any portion of the Agreement affected by the non-performance and the Service Charges shall be equitably adjusted; or (ii) in the event that a sufficiently material part of the Services are affected, terminate the Agreement without liability to the Supplier (other than for Service Charges accrued as at the date of termination) as of a date specified by the Purchaser in a written notice to the Supplier. The Supplier shall not have the right to any additional payments from the Purchaser as a result of any force majeure occurrence.

- 21.1.2 The failures of independent third party providers of services used by the Supplier in performing the Services will not be considered force majeure events unless the reasons for the third party provider's non-performance is an event which, if it related directly to the Supplier, would qualify as a force majeure occurrence under this Agreement.
- 21.1.3 Force majeure events shall not relieve the Supplier of its obligation to use its commercially reasonable efforts to execute the applicable disaster recovery plan for the Services delivered to the Purchaser, except to the extent that execution of the disaster recovery plan is itself prevented by the force majeure event.

## **21.2 Assignment**

Neither Party may assign its rights and obligations under the Agreement without the prior written consent of the other Party, except that:

- (a) the Purchaser may assign its rights and obligations under the Agreement without the approval of the Supplier to (i) any Purchaser's Affiliate of reasonably acceptable financial standing; or (ii) an entity of reasonably acceptable financial standing which acquires all or substantially all of the assets of the Purchaser; or (iii) an entity of reasonably acceptable financial standing which acquires (or already holds) all or substantially all of the business supported by the Services; and
- (b) the Supplier may assign its rights and obligations under the Agreement without the approval of the Purchaser to an entity which at the Effective Date is a Supplier Affiliate and which is of reasonably acceptable financial standing.

The Parties shall not be relieved of its liabilities accrued up to the date of such transfer but shall be relieved from any and all obligations and liabilities accruing after the date of assignment.

Notwithstanding the above, the Supplier shall be entitled to assign the benefit of its entitlement to payment of the Service Charges payable to it hereunder to a third party provider of receivables financing or similar financial arrangement (provided that the Supplier remains liable for its obligations hereunder, and payment of such element of the Service Charges at the Supplier's direction shall still constitute satisfaction of the Purchaser's related payment obligations). Upon assigning such benefit to such third party provider, the Supplier shall procure that the third party provider acknowledges, and agrees to respect, the Purchaser's rights and remedies under this Agreement related to payment terms and other rights associated with any such payment obligations (*e.g.* right to withhold or off-set payments where the Agreement so allow).

The Supplier furthermore agrees to defend and hold harmless the Purchaser and its Affiliates from and against all costs, expenses and damage incurred in relation to any assignment of such benefit, including but not limited to any compensation paid or requested by such third party provider of receivables in situations where the Purchaser or any of its Affiliates has disputed the payment of Service Charges to the Supplier, or otherwise made use of any of the remedies under this Agreement in relation to the Supplier. For the avoidance of doubt, it is noted that the aforesaid indemnity shall ensure that the Purchaser and its Affiliates are not deprived of any rights that they would have had if the assignment would not have taken place, and that the Supplier shall compensate the Purchaser and its Affiliates if so would be the case.

### **21.3 Entire agreement and amendments**

- 21.3.1 This Agreement, including the Appendices, Service Specifications, Exhibits and any other document explicitly attached hereto, sets forth and constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and all prior agreements, understanding, promises and representations, whether written or oral, with respect thereto are hereby superseded.
- 21.3.2 Each Party confirms that it is not relying on any representations or warranties of the other Party except as specifically set forth in the Agreement. Any amendments to this Agreement shall be pursuant to the Change Control Procedures. For the avoidance of doubt, no such amendment shall be made unless approved in writing by authorised representatives of both Parties.

### **21.4 No waiver**

- 21.4.1 A delay or omission by either Party hereto to exercise any right or power under this Agreement shall not be construed to be a waiver thereof, except as expressly agreed herein. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant herein contained.
- 21.4.2 Except as otherwise stated, all remedies provided for in this Agreement shall for the avoidance of doubt be cumulative.

### **21.5 Severability**

In the event that any provisions of the Agreement conflicts with Applicable Law or if any such provision is held invalid by an arbitrator or a court with jurisdiction, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with Applicable Law. The remainder of the Agreement shall remain in full force and effect.

### **21.6 Survival**

The provisions that by their nature are intended to survive the expiration or termination of the Agreement (including but not limited to this Section 21.6 as well as Sections 10, 12, 13, 18.1, 20 above and Section 22 below) shall so survive to the extent necessary to the intended preservation of the Parties' rights and obligations.

## **21.7 Notices**

- 21.7.1 Any notice, request, demand, waiver, consent, approval, confirmation or other communication (each, a “**Notice**”) that is required or permitted under this Agreement shall, be in writing or in electronic form and shall be deemed given only if delivered personally or sent by email or by registered mail addressed to the Parties as follows:
- 21.7.2 Notices shall be deemed to have been given as of the date so delivered (if delivered personally), on the day the receiver confirmed the receipt (if sent by email whereby electronic auto reply is not sufficient to constitute a confirmation), or four (4) Business Days after sending the Notice (if sent by registered mail).
- 21.7.3 A Party may from time to time change its address or designee for notification purposes by giving the other Party prior written notice of the new address or designee and the date upon which it will become effective. Such notice of change of address or designee shall be made in accordance with the provisions of this Section 21.7.

## **21.8 Relationship of the Parties**

The Supplier and the other Supplier Group entities, in furnishing services to the Purchaser and the Purchaser Related Companies hereunder, are acting as independent contractors, and Supplier and the Supplier Group entities have the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed, all work to be performed by them under this Agreement. The Supplier is not an agent of the Purchaser or any Purchaser Related Company and have no authority to represent them as to any matters, except as expressly authorised in this Agreement. This Agreement does not constitute a partnership or joint venture.

## **21.9 Supplier's employees in Sweden and Belgium**

- 21.9.1 The Parties agree that the Swedish Foreign Posting of Employees Act (Sw. *Lag om utstationering av arbetsställare*) shall apply as regards employees employed by the Supplier performing work at any of the Purchaser's premises in Sweden. Provided that nothing to the contrary follows from the Swedish Foreign Posting of Employees Act, the Supplier shall in relation to employees performing such work for more than eight (8) days at any of Purchaser's premises in Sweden (i) comply with the provisions in the Swedish Working Hours Act (Sw. *Arbetstidslagen*) and the Swedish Work Environment Act (Sw. *Arbetsmiljölagen*), (ii) ensure that the employees receive salary, vacation pay and overtime pay in accordance with Swedish law and the Swedish national collective agreement which from time to time can be considered as directly or indirectly applicable in relation to the work performed by such employees.
- 21.9.2 Whenever the Services shall be manufactured or delivered within Belgium the Supplier shall comply with what is set forth in “*Legislation regarding social and fiscal debt*

*contractors and employment activities in Belgium*”, which is to be provided to the Supplier upon request.

## **21.10 Environmental matters**

- 21.10.1 The Supplier shall adopt a holistic view of the environmental impact that the Services may have, and thereby taking into account the complete life cycle of the Services. The Supplier shall further have a documented and applied environmental management system, as set out in Section 5.2 above. Furthermore, all reasonable steps shall be taken by the Supplier to protect the environment, including fulfilling any environmental requirements provided by laws, rules and regulations (including, but not limited to, procuring/maintaining, at its own expense, all relevant licenses, permits and authorizations) or otherwise reasonably required by the Purchaser (including any laws, rules and regulations regarding recycled goods, hazardous goods, waste, hazardous waste, transports, packaging and supply chain management, each if applicable).
- 21.10.2 Upon the Purchaser’s request, the Supplier shall provide the Purchaser with a complete environmental self-assessment note in relation to the Services to the Purchaser.

## **21.11 Consents and approvals**

Except as otherwise provided in the Agreement, each Party will be responsible for obtaining, and paying all costs associated with obtaining any and all necessary consents and governmental approvals required for such Party’s obligations under the Agreement.

# **22. GOVERNING LAW, DISPUTE RESOLUTION, ETC.**

## **22.1 Governing law**

- 22.1.1 The Agreement shall be governed by the substantive laws of Sweden without giving regard to its choice of law principles.
- 22.1.2 The English version of the Agreement shall take precedence over any translation thereof.

## **22.2 Dispute resolution**

- 22.2.1 Any disagreement or dispute between the Parties regarding this Agreement shall be escalated to the Development and Commercial Committee who shall try to resolve the dispute in good faith, and if needed escalate it in accordance with the Governance

Procedures. If such good faith discussion fails to resolve the disagreement it shall be solved in accordance with the following Sections.

- 22.2.2 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 in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce (“SCC”). The seat of arbitration shall be Gothenburg, Sweden and the arbitration tribunal shall consist of three (3) arbitrators. The language to be used in the

arbitral proceedings shall be English unless both Parties are located in Sweden, in which case it shall be Swedish.

- 22.2.3 Notwithstanding the foregoing, each Party shall always be entitled at any time to apply to any court of competent jurisdiction for interim relief.
- 22.2.4 The Parties undertake and agree that all arbitral proceedings conducted shall be kept strictly confidential, and all information, documentation, materials in whatever form disclosed in the course of such arbitral proceeding shall be used solely for the purpose of those proceedings.

### **22.3 No interruption of Services**

Each Party agrees to continue performing its obligations under this Agreement while any dispute is being resolved unless and until such obligations are terminated by the termination or expiration of this Agreement. Specifically, each of the Purchaser and the Supplier acknowledge that the provision of the Services is critical to the business and operations of the Purchaser. Accordingly, in the event of a fee dispute between the Purchaser and the Supplier pursuant to which the Purchaser in good faith believes it or another Purchaser Related Company (if liable instead of the Purchaser) is entitled to withhold payment, the Supplier shall and shall cause the other Supplier Group entities to, continue to provide the Services during the limited time period specified in Section 10.6 above. If the final resolution of the dispute determines that a Supplier Group entity is owed money, the Purchaser or the relevant Purchaser Related Company shall promptly pay the money owed with late payment as defined herein. For the avoidance of doubt it is noted that any payment dispute shall initially be escalated in accordance with the Governance Procedures in an expedited manner.

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**IN WITNESS WHEREOF**, this Agreement has been signed in two (2) originals, of which the Parties have received one (1) each.

**Antartica Bar Corporation**



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[Name], [Title]

Tobias Altehed (Jun 30, 2022 11:51 GMT+2)

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[Name], [Title]

**HCL Technologies Sweden AB**



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Harshdeep

-Arora (Jun 29, 2022 21:29 GMT+5.5)

Harshdeep Arora, Associate Vice President

# Master Services Agreement\_HCL\_220620\_FINA

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Final Audit Report

2022-06-30

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By:	Magnus Blohm (MBLOHM1@Antarticabars.com)
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05 May 2022

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## **APPENDIX A**

### to

### **Master Services Agreement**

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Common requirements cross Service Objects

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## 1. INTRODUCTION

This document describes general requirements that apply to all of the Service Objects. For each Service Object, the Supplier shall ensure that these as well as any Service Object specific requirements are met.

## 2. DEFINITIONS

Any capitalised terms used but not specifically defined herein shall have the meanings set out for such terms in the Master Services Agreement. In addition, the capitalised terms set out below in this Section shall for the purposes of this Appendix A have the meanings described herein. All capitalised terms in singular in the list of definitions shall have the same meaning in plural and vice versa.

Term	Definition
Agile Team Specification	as defined in Section 6.1.
“Business Criticality Assessment” or “BCA”	means the agreed business criticality assessment performed by the Purchaser under which applications within the scope of the Services are classified as either A, B, C, D or E depending on the criticality thereof from the Purchaser’s perspective.
Development	means software, platform and infrastructure development activities that are provided by the Supplier under this Agreement, as further described in Section 9.

DevOps	as defined in Section 3.1.
Maintenance	means the application maintenance activities that are provided by the Supplier under this Agreement, as further described in Section 8.
Operations	means the IT operations activities that are provided by the Supplier under this Agreement, as further described in Section 7.
Performance Improvement Target	as defined in Section 6.6.
Product	means a set of logical IT components (e.g. applications, integrations, technical components) that are managed by a Product Team working according to agile methodology.
Second Line Support	means the second line support activities that are provided by the Supplier under this Agreement, as further described in Section 1.
Story Points	means units expressing an estimate of the overall effort that will be required to fully implement/develop a Product backlog item or any other piece of work, depending on (i) the level of complexity of the item, (ii) the work effort to fully implement/develop the item and (iii) any risk or uncertainty of the item.
Story Point Baseline	as defined in Section 9.6.2.
Support	means the IT support activities that are provided by the Supplier under this Agreement, as further described in Section 8.2
Third Line Support	means the third line support activities that are provided by the Supplier under this Agreement, as further described in Section 1.

### 3. TRANSFORMATIONAL REQUIREMENTS

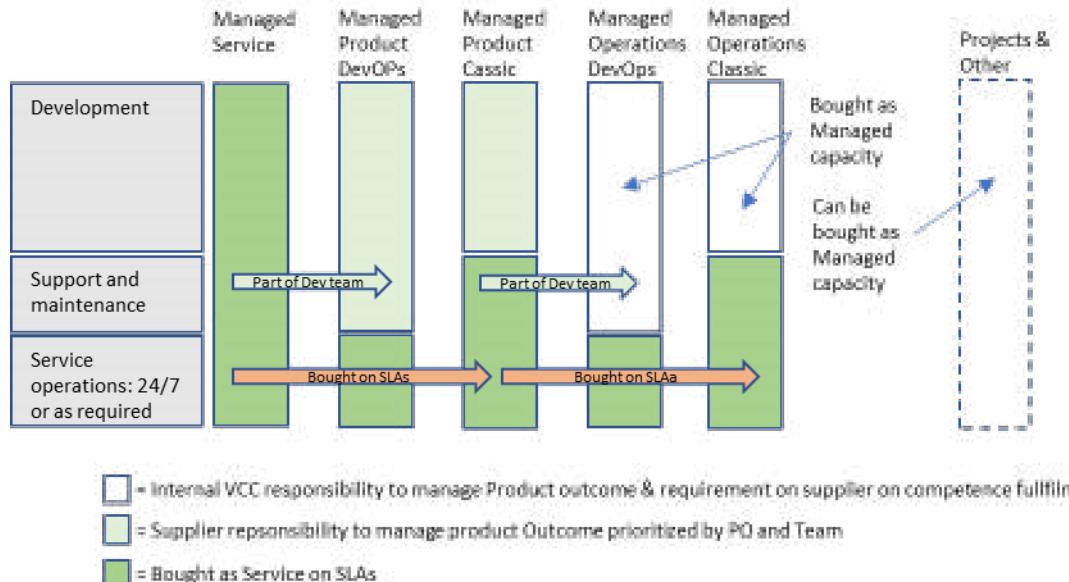
- 3.1 The Supplier shall adhere to and comply with three (3) key strategic requirements in respect of all Service Objects, namely the following:

- (i) **Enable transformation** – the Supplier shall, where transformation is in scope the Service, support in, drive and enable transformation of the Purchaser's IT landscape, both in terms of driving the replacement of outdated technology and rationalization of the IT landscape to support future information flows and business models.
  - (ii) **Support the agile movement** within the Purchaser's organization – the Supplier's set-up shall encompass various delivery models in such way that it supports the transformation towards an agile way of working as well as the combination of maintenance, operations and development activities to be managed by the same team (so called "DevOps"). There will not be a big bang change to make every IT delivery become a mature agile team at once, so the Supplier shall support in the transformation towards an agile methodology and way of working over time.
  - (iii) **Efficiency** – The Purchaser's transformation requires the adoption of a more efficient operation and maintenance of the Purchaser's IT landscape. The Supplier shall, as part of the performance of the Services, provide a clear road map for how to become more efficient in maintaining and supporting a Service Object, and regularly update and maintain such road map in order to ensure that the Service Objects delivery is continuously optimized. Efficiency also means that the Supplier shall maintain a good flexibility to encompass changing priorities and business strategies from the Purchaser.
- 3.2 The Supplier shall maintain a Transformation Plan that is continuously up to date with agreed and proposed transformational activities. Transformation means larger activities with an impact on our business users, as well as major developments of delivered Services. Activities that can be performed without impact on the Purchaser's business users e.g. all types of operational efficiency, shall be driven by the Supplier as operational improvements.
- 3.3 The Supplier shall twice a year present trends and new technology within respective Service Object along with recommendations on why and how to implement them.

## 4. DELIVERY MODELS

- 4.1 Within the Service Objects different delivery models shall apply (collectively the “**Delivery Models**”), as defined in respective Service Object Specification and base line documents.
- 4.2 The defined Delivery Models are used to define the scope and responsibilities of the Supplier delivery. For the business capability / application based Service Objects the scope shall always be based on the delivery models amended with specific requirements defined in respective Service Object Specification. For the other Service Objects e.g. platforms and infrastructure, the delivery models might be used as a way to define the delivery from the Supplier.
- 4.3 Five Delivery Models are to be used to define the delivery responsibilities for the respective product. General principle is that one Product is delivered according to one Delivery model, but in specific situations it can be agreed that part of the Product is delivered according one Deliver Model and the remaining part of the Product is delivered according to another Delivery Model. How this shall work, and any deviation to the defined delivery models, needs to be defined in respective Service Object Specification. The Delivered Models, as defined in this Section 4, are:
- 1) Managed Product DevOps
  - 2) Managed Product Classic
  - 3) Managed Operation DevOps
  - 4) Managed Operation Classic
  - 5) Managed Service
- 4.4 In addition, in areas where the delivery is managed internally, i.e. for development in Managed Operations, the fulfilment of competence shall be done through Managed Capacity as defined in Section 6. Managed Capacity can also be used for Projects.

All of the Delivery Models are built up from three core blocks of responsibility. These are Development, Support and Maintenance, and Operations as defined under Sections 7 to 9.



- (a) **Managed Product Classic** – the Supplier is responsible for managing the whole life cycle of the Product and included additional components (e.g. additional applications, integrations and 3<sup>rd</sup> party components) from Development through Maintenance and Support to Operations, utilizing services delivered from other Service Objects.

The Supplier shall perform all activities related to Operations, Support and Maintenance unless explicitly agreed in the Service Object Specification.

The Supplier shall manage the Development activities, continuously prioritized by the Purchaser's Product Owner together with the Supplier. The Supplier is responsible for the development efficiency and quality, as well as the quality of the developed Products in operation.

For Managed Products Classic the full scope of required activities for Operations, Support and Maintenance, is included in the fixed price and shall be delivered on agreed Service Levels, while Development and Third Line Support will be purchased separately based on forecasted volumes according to Section 11 – Specific provisions for agile teams.

- (b) **Managed Product DevOps** – Same basic set-up as Managed Product Classic, but only Operations is bought on fixed price and Service Level SLAs. Support and Maintenance are managed in the DevOps team and continuously prioritized by the Purchaser's Product Owner together with the Supplier.

For Managed Product DevOps – Operations is bought with agreed Service Levels on fixed price while additional work performed by the DevOps team will be purchased separately based on forecasted volumes either as an agile team or as agreed volume of changes.

- (c) **Managed Operations Classic** – the Supplier is responsible for delivering Operations, Support and Maintenance on agreed Service Levels for the Product and included additional components (e.g. additional applications, integrations and 3<sup>rd</sup> party components) that are part of the Product, utilizing services delivered from other Service Objects.

The Supplier shall perform all activities related to Operations, Support and Maintenance unless explicitly agreed in the Service Object Specification.

There are three main scenarios for when this delivery model should be used:

- (i) when the Purchaser manages an internal development team
- (ii) when there are very limited amount of changes, which will be agreed through a separate purchase order for an agreed set of change volume
- (iii) when there are no changes on top of required maintenance e.g. COTS solutions running on-premise

For Managed Operations the full scope of required activities for Operations, Support and Maintenance is included in the fixed price.

- (d) **Managed Operations DevOps** – only Operations are bought on fixed price and SLAs.
- (e) **Managed Service** – for some areas the Purchaser will request a Managed Service where the Supplier shall deliver agreed outcome. This will typically be the case for some infrastructure areas where the Supplier's delivery is part of a shared service concept that spans across many of the Supplier's customers. The Supplier has the full accountability for managing all aspects of the Service and ensuring that the agreed outcome is delivered.

## 5. SPECIFIC PROVISIONS FOR AGILE TEAMS

The provisions in this Section 5 can be applied to Services that uses the delivery models “Managed Product Classic”, “Managed Product DevOps”, and is to be used when Development and Third Line Support are needed.

### 5.1 Call off of agile teams

Services provided through agile teams are called off through a Purchase Order, to which a development specification is attached (the “**Agile Team Specification**”), which sets out the details of the Services to be provided, including but not limited to the following:

- (a) the Supplier is responsible for delivering Development, Maintenance, Support and Operations of the Product and the components (e.g. applications and integrations) that are part of the Product, utilizing services delivered from other Service Objects. If the team is Managed Product Classic the Operations, Maintenance and Support is already defined in the fixed price contract and thus the AgileTeam Specification will only cover the Development and Third Line Support.
- (b) composition of team (including proficiency level, roles of the relevant personnel and location requirements),
- (c) term of assignment,
- (d) agreed Service Charges,
- (e) the Story Point Baseline for each agile team and/or the principles for setting the Story Point Baseline (*i.e.* whether a baselining period shall apply or not), (f) Performance Improvement Target for each agile team, and
- (g) other pertinent details.

The Purchaser shall be entitled to call-off new agile teams at any time during the Term for any of the Service Objects. The Supplier shall without undue delay, but at all times no later than thirty (30) Days from the Purchaser's request, unless otherwise specifically agreed between the Parties in writing, be able to meet the Purchaser's demand for a new agile team (regardless of what competencies, roles and seniority levels that are requested) according to Section 15.2.

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Requests for agile teams should come from the Purchaser to the Supplier through the agreed demand management and forecasting procedures.

## 5.2 Basic responsibilities

The Services to be provided by agile teams shall be provided during sprints in accordance with the agile methodology communicated by the Purchaser from time to time. As of the Effective Date, the Purchaser's agile methodology is based on the standard framework SAFe, which hence may be amended in accordance with the foregoing.

The Purchaser (acting through the relevant product owner) shall prioritize and decide what initiatives to be focused on during the sprints and shall introduce new initiatives in the backlog for each team.

The Purchaser (acting though the relevant product owner) shall further follow up, evaluate and approve the outcome of each sprint. Such approval shall be made in light of the specification of such outcome as determined by the Purchaser in the backlog or other specifications.

To enable the Supplier to be responsible for an agile team the Scrum Master role shall be appointed by the Supplier, unless otherwise agreed between the Partis.

The Purchaser shall be entitled to appoint the Technical Leads and Business Analysts from Purchaser's resources into the agile teams managed and delivered by the Supplier, and the Parties agree that this not shall impact the Supplier's responsibility for such agile teams and/or any other relevant outcome.

Consequently, where the Supplier is responsible for an agile team, the Supplier shall manage and ensure the qualitative and efficient delivery from the agile team, regardless of whether the team is fully resourced from the Supplier or is a mix of resources from the Supplier and the Purchaser (employees and/or consultants).

When performing Services through agile teams, the Supplier shall:

- (a) continuously and proactively improve its own processes and efficiency, in order to ensure that each agile team performs more efficiently over time,
- (b) take the overall responsibility for the management and operations of the team and for performing the agreed sprints in the agreed manner,
- (c) regularly keep track of and monitor each of the initiatives agreed for each individual sprint,
- (d) continuously test and verify the outcome of each sprint, including to verify that any outcome delivered meet the agreed specification for such outcome as indicated by the Purchaser, and
- (e) use the Purchaser's tools for managing backlogs and documentation of EPICs and user stories.

## 5.3 Assistance

The Supplier shall proactively assist the Purchaser in further improving its operations, including but not limited to:

- (a) proactively recommend initiatives to be focused on during the agreed sprints (however, the Purchaser shall ultimately decide what initiatives to focus on and how initiatives shall be prioritized),
- (b) proactively propose actions to be taken to further improve the agile methodology and way of working, and the end-to-end processes that are intended to ensure an efficient operation of the agile teams,
- (c) support and assist the Purchaser in designing and optimizing the Services provided through agile teams as such as well as the processes supporting such Services, and shall actively participate in the Purchaser's agile community as further instructed by the Purchaser, and
- (d) actively participate in applicable activities within the Purchaser's organisation that supports the agile transformation, *e.g.* experience exchange meetings for agile coaches.

#### **5.4 Reporting**

For planning purposes, the Purchaser shall each calendar quarter provide the Supplier nonbinding forecasts of upcoming development plans and high-level information on planned initiatives to be included in the backlog for each applicable product area.

The Supplier shall provide the Purchaser any reports the Purchaser, acting reasonably, deem necessary to assess the Services provided through agile teams. All reporting shall be transparent and open and include the information requested by the Purchaser.

In addition, the Supplier shall regularly provide the following reports to the Purchaser:

- (a) reports for each sprint that in a clear and transparent manner indicate the status and progress of each initiative dealt with during that sprint, the backlog items and the status and progress of the sprint,
- (b) the number of Story Points delivered from time to time by each respective agile team, and
- (c) budgetary reports that include any and all information requested by the Purchaser to facilitate an efficient monitoring and follow-up of the agreed Service Charges.

#### **5.5 Specific remedies**

In addition to any other legal remedies available to the Purchaser under the Agreement and Applicable Law, the following specific remedies shall apply for the Services provided through agile teams:

- (a) The Purchaser shall be entitled to terminate any Services provided through agile teams (*i.e.* one or more team(s) or parts of a team) for convenience with thirty (30) Days notice. If terminated, the Purchaser shall not be obliged to pay any specific

termination fee, except for the agreed Service Charges during the notice period, unless otherwise specifically agreed.

- (b) The Purchaser shall furthermore be entitled to request, at its sole discretion, (i) that the Supplier shall increase the seniority level of the personnel providing the Services, and/or (ii) that the offshore/onshore ratio of personnel providing the Services shall be amended (*i.e.* that the degree of personnel providing Services from an offshore location shall either increase or decrease). Upon receipt of such request, the Supplier shall deal with the request in accordance with the procedure set out in Section 8.2.2 in the Agreement.

## **5.6 Measurement of Story Points**

The provision of Services through agile teams, and the performance of the Supplier when providing such Services, shall be measured through measuring the number of delivered Story Points per agile team.

The initial number of Story Points to be delivered by each agile team (the “**Story Point Baseline**”) shall be decided jointly by the Purchaser (through the relevant product owner) and the Supplier for each agile team and shall be indicated in the Agile Team Specification.

The Story Point Baseline shall at all times be reasonable. In light of that the Purchaser is in a particularly exposed position towards the Supplier when setting the Story Point Baseline, the Supplier shall at all times take the interests of the Purchaser into account when agreeing to the Story Point Baseline.

If the Parties cannot jointly determine the Story Point Baseline that shall apply for a specific agile team, the Story Point Baseline shall be determined following an initial baselining period of three (3) months, unless otherwise explicitly agreed in the Agile Team Specification, after which the Story Point Baseline shall be the average number of Story Points delivered over the baselining period. The Supplier shall in no event underperform or take, or omit to take, any action that may unduly impact the performance during the baselining period. If the Story Point Baseline shall be determined following a baselining period, that should be indicated in the Agile Team Specification.

The Supplier commits to increase the number of Story Points delivered over time. The committed improvement level for each agile team shall be indicated as a percentage compared to the Story Point Baseline, and shall be set out in the Agile Team Specification (the “**Performance Improvement Target**”).

The Supplier shall provide the agreed number of Story Points (in light of the agreed Performance Improvement Target). The number of Story Points provided by each agile team shall be measured on a quarterly basis.

It is noted that the Parties can agree to include further measurements of an agile team’s performance in the Agile Team Specification (in addition to those other measurements that already are applicable as set out in Appendix F).

## **6. SPECIFIC PROVISIONS FOR MANAGED CAPACITY**

The provisions in this Section 6 is to be applied to Services that uses the delivery models Managed Operation Classic and Managed Operation DevOps. It is to be used for deliveries where the Purchaser have the responsibility to directly manage Product outcome and have requirement on Supplier regarding competence and capacity fulfilment. It can also be used for other situation, for example Projects, where the Purchaser have the direct responsibility for the outcome.

In specific areas, where high degree of adaption to the Purchaser agile ways of working is needed, persistency of competence is needed, high degree of foreseeable and consistent demand exist, the Supplier shall upon the Purchasers request, provide competence for the roles asked for, with the right skills and mindset, and together with the Purchaser Team managers, facilitate a balance between team persistency, release train's needs, economical constraints, as well as individual development and career paths. For the avoidance of doubt, the Supplier shall deliver the requested competence as Service; the Service is defined as an ability to supply capacity of competencies of various levels and roles on a fixed or flexible volume, at specified location, during a specified timeframe.

For the Service to be ordered, the baseline demand must be of a relevant volume and should be described in each Service Specification.

## 6.1 Scope of Service

- a) The Service include resource management, competence fulfilment and competence management, on/off boarding, compliance adherence regarding all Purchasers policies and directives, performance management, backfill, career paths, up- and reskilling, knowledge handover and knowledge sharing.
- b) Competence for “offsite” location in proximity to Purchaser’s locations, and at Purchaser “onsite” location, according to requirements, as well as competence at other predefined locations.
- c) Competence regarding roles according to Appendix L, Exhibit A.
- d) Competence for different levels of proficiencies according to Appendix L, Exhibit A. e)  
Competence validation.
- f) Available competence within the Purchasers normal working business hours in Sweden, as well as other location dependent on the Purchasers normal working business hours.
- g) Demand/planning, delivery as well as follow up and reporting to appointed stakeholders on multiple levels, primary to the Purchasers Team managers.
- h) Facilitating workshops, minimum three times per year, with the objective to identify competence demand.
- i) Capabilities to support and collaborate regarding competence fulfilment.

- j) Identify and support the reduction of any impediments and constraints to be able to deliver the Service.
- k) The Service shall be able to deliver reporting on Monthly, quarterly and 12 months cadence. The Service should be able to adapt reporting cadence to the Purchasers needs, but not never on a shorter timeframe than a calendar month.

## **6.2 Competence description**

- a) Competence demand must always be described with the following attributes - area, role , proficiency level, technology, start date, duration, volume and Service hours. Location requirements can be added if certain conditions are met regarding Key Competence (see below 6.2 Section j.).
- b) Area should be aligned to, at each moment in time, the Purchasers Product structure, and minimum allowed area is Product cluster.
- c) Role description must follow roles given in role list in Appendix L, Exhibit A.
- d) Technology must be described in a such way that it aligns to market description of technology.
- e) Start date shall be expressed in YYYY-MM-DD format.
- f) Duration shall be stated in months, or to the end of the current end date of the Service Specification. Minimum duration of competence demand is 3 months.
- g) Volume must be described in full FTEs.
- h) Proficiency level shall be described according to Appendix L, Exhibit A.
- i) service hours should be given according to standardised GMT time system.
- j) Purchaser have the right to assign Key Competence regarding the demand. When assigning Key Competence the Section 8.2.3 in the Agreement shall be applicable, and the term “Key Competence” is defined as the same as “Key Role”. To be able to assign Key Competence requirement to a demand, the total level of Key Competence demand for the area must be stated in the Service Specification in % of the total competence demand regarding Managed Capacity. When Key Competence attribute is assigned to the demand of competence the following attribute can be added to the description of  
the demand: Location specific demand – for example “Antartica Bars onsite Torslanda, Gothenburg, Sweden”

## **6.3 Demand process**

The key objective is to deliver right competence at right time, through timely deployment of the competence with the required skills for the demand on an ongoing basis with 90-6030 and +30 days framework:

- a) 90 day - rolling forecast. Baseline and/or tentative competence demand described with start date. Forecasting with 50% confidence level
- b) 60 day - rolling forecast. Competence forecasting with 75% confidence level
- c) 30 day - rolling forecast. Execution of any changes (ordering point in time). Purchase Order executed (if not the demand already is covered by an existing Purchase Order).
- d) 0 day – Competence available, onboarded and ready to contribute to any work
- e) +30 days Test period – evaluation of skills, mindset and fit by doing actual work
- f) +31st day - Decision of final onboarding to competence baseline, with total acceptance and/or adaption or change of role/level/skill, or rejection.

The competence is billable from day 0 (Section 6.3.d) on agreed rates according to the Rate Bard in Appendix L, Exhibit A, unless the comepetens has been rejected according to 6.3.f above.

For the avoidance of doubt, only performed hours are billable, rates and invoicing principles shall be according to Appendix L and termination or partial termination of the Service is according to Section 19 in the Agreement.

#### **6.4 Validation and quality**

The Purchaser have the right to demand pre-testing of competence. If the Purchaser demand pre-test of competence, then the actual test and levels off acceptable result must also be pre-defined or agreed by both parties. The operational testing is in scope of the Service. For the avoidance of doubt, the actual approval in pre-test do not constitute any deviations from the described demand process.

The Purchaser have the right to request interview of competence from day 30 according to above stated demand process. For the avoidance of doubt, the actual approval following an interview, do not constitute any deviations from the described demand process.

### **7. OPERATIONS**

This section is applicable for deliveries where the Supplier is responsible for Operations.

- 7.1** Key objective for Operations is to ensure continuous availability of implemented applications and components.
- 7.2** The Supplier shall perform both reactive and proactive activities required to ensure that we always have an adequate availability, and constantly improve the environments towards a zero downtime vision.
- 7.3** To ensure that there is an end to end view on Operations, the Supplier shall manage Operations across all of the Products / applications / components within a Service Object as per adopted delivery model responsibilities, but also towards and in alignment with all related Services, also when delivered by other Service Objects or other Suppliers. Such

Operations shall have a value chain perspective on Operations and not be limited to isolated applications or components, but also e.g. information exchange between applications.

- 7.4** All activities shall be performed in alignment with defined Purchaser processes and policies, and utilizing the Purchaser's designated tools. When such does not exist, or can be shown not to be sufficient, the Supplier shall propose improvements to the Purchasers processes, policies and tools.
- 7.5** For Operations, the Supplier shall work according to lean principles and ways of working, including e.g.:
- (a) Daily stand up meetings
  - (b) Problem management using 5-why RCA methodology
  - (c) Kaizen improvement actions
- 7.6** The Supplier shall have a "full stack view" on Operations. This means that in e.g. incident and problem management the Supplier shall use best effort to ensure that the Incidents and Problems are closed in a timely manner , also if the required work is within a different Supplier's responsibility.
- 7.7** The Supplier shall ensure that all activities defined in the Root Cause Analysis in the Problem management process are executed, also when the activities are within the responsibilities of another Supplier. When this does not work the Supplier should escalate to the Purchaser.
- 7.8** The principle for all Operations shall be always on, and the Supplier shall in all changes, optimizations and transformations work towards this goal.
- 7.9** Operations include all operational aspects of the delivery required to fulfill the agreed quality requirements and SLAs/ KPIs/PIs.
- 7.10** Activities to perform under Operations include, but are not limited to:
- monitoring of events from applications, databases and related components / platforms
  - resolution of such events
  - maintenance of the operational environments
  - batch management
  - resolution of all incidents
  - management and life cycle management of all critical incidents (P1 and P2)
  - management of problems, including root cause analysis, related to critical incidents
  - capacity planning
  - Service continuity plan, including yearly review of any contact lists

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## **8. MAINTENANCE AND SUPPORT**

This section is applicable for deliveries where the Supplier is responsible for Maintenance and Support.

### **8.1 Maintenance**

- 8.1.1 Where the Supplier is responsible for Maintenance, the Supplier shall perform corrective, adaptive, perfective and preventive maintenance as defined in ISO/IEC 14764.
- 8.1.2 Below table defines what is included in the fixed price regarding Maintenance activities for the delivery models Managed Operations Classic and Managed Products Classic.

Activities	Included in fixed price scope	As part of change order	Scope Considerations
Mandatory upgrades	x		<ul style="list-style-type: none"> <li>The Supplier shall implement mandatory upgrades to ensure that the application is on a supported version.</li> <li>Mandatory upgrades refer to upgrades from the software supplier that are mandatory to be compliant or to continue to be supported. It is a one to one technical replacement and should not include roll out of new functionality.</li> </ul>
Patches	x		<ul style="list-style-type: none"> <li>Security patches are included in the fixed prices.</li> <li></li> </ul>
Corrective Maintenance	x		<p>Corrective Maintenance is included in the fixed price</p>
Preventive Maintenance	Within agreed change capacity		<ul style="list-style-type: none"> <li>Preventive, perfective and adaptive maintenance will be handled through the 'Change capacity for maintenance' described below.</li> </ul>
Perfective Maintenance	Within agreed change capacity		<ul style="list-style-type: none"> <li>Changes relating to optimizations committed by the Supplier are included in</li> </ul>
Adaptive Maintenance	Within agreed change capacity		<ul style="list-style-type: none"> <li>the fixed price (as described in Exhibit 4 for the specific Service Object). Adaptive and perfective changes to address deficiencies resulting from activities performed by the Supplier within the same Service Object are included in the fixed prices unless explicitly agreed between the Parties.</li> </ul>

### 8.1.3 Change capacity for Maintenance

- 8.1.3.1 A monthly capacity included in the fixed price (“Agreed Monthly Capacity”) shall be utilized for preventive, perfective and adaptive maintenance changes. The capacity will be documented in Exhibit 1: Baseline for each Service Object.
- 8.1.3.2 The capacity shall be used for mutually agreed changes.
- 8.1.3.3 The Supplier shall report the utilization of the Agreed Monthly Capacity as part of the monthly Service Reporting.
- 8.1.3.4 Any further change capacity required above the Agreed Monthly Capacity will be handled through a change note.
- 8.1.3.5 The Supplier shall have the right to choose from which location the resources will provide the Agreed Monthly Capacity.
- 8.1.3.6 The Supplier shall perform application related database maintenance as part of Maintenance and Operations for Managed Products and Managed Operations, to the application databases for all environments e.g. test, Development and production.
- 8.1.4 Below table described the split of responsibilities between database activities delivered by the Hosting Service Object and the other Service Objects: +

Activities	Application SO's	Hosting SO's	Operations / Maintenance (fixed price)	Development / Project
New/modify/delete of account in databases	X		X	
Create schema and/or database tables	X	X	Hosting covers: • Weekly schema object sizing • Daily monitoring of data block organization, physical storage and contention, table space utilization	Application is based on Development / Projects
Copy/restore		X	Restoration drills for all applications as per the Purchaser guidelines	
Download file to disk	X		X	
New or revised database design	X		3 <sup>rd</sup> Level fix	X

Databases security and functional patches		X	X	
Database creation activities and changes as required by the application	X		3 <sup>rd</sup> Level fix	X
Index creation	X		X	
Export or import (of data)	X		X	
Basic user management		X	X	
Providing functional guidance to the systems programmer and the operator	X		X	
Provide this functional guidance to the Operating System Administrator	X		X	
Implementation of new database services, tuning, reorg and establishing relevant processes	X	X		X
The Supplier shall be responsible for capturing performance issue using performance tuning advisor and scripts and develop solutions to remove bottlenecks.		X	Policy based performance tuning using standard automation tools. Corrective actions will be barried out when these tools indicate resource usage above defined thresholds	

## 8.2 Support

The Supplier shall ensure that all Support is delivered in accordance with the Purchasers processes for e.g. incident and problem management. This also applies for where the Supplier is responsible for Support of any Third Party Software e.g. COTS or SaaS solutions.

- 8.2.1.1 The Supplier shall solve any incidents and problems related to the Service as part of Support, also when code changes are required. Escalation to the development team should only be done on exception and for very complicated issues where there is a clear rationale for why this can not be solved in Support. This shall be jointly monitored by the Supplier and the Purchaser. This is not applicable when the development team is defined as a DevOps team, in that case Support activities including required corrections are managed in the DevOps team.
- 8.2.1.2 Where the Supplier is responsible for Support the Supplier shall perform all activities that relates to operational support. This includes but is not limited to:
- Act on monitoring and events
  - Manage and resolve incidents
  - Communicate regarding incidents
  - Drive root cause analysis
  - Act on request for assistance from incidents within other Service Objects
  - Manage service request and ensure timely fulfilment
  - Perform request fulfilment of standard requests
  - Manage contacts with internal and external stakeholders that are to be communicated with when there are disruptions in the operations
  - Yearly review any contact lists to ensure the correct contacts and stakeholders are listed
  - Answer "how-to" questions coming through the Service Desk or the self service portal.

## **9. DEVELOPMENT**

- 9.1** The requirements set out in this Section are general requirements applicable when the Supplier is providing Development as part of the Services (regardless of the form of such provision, *i.e.* whether that is made through agile teams, Project Services or as part of other Services provided under the Agreement). Also where the Supplier does not have the formally responsibility for the Development, the Supplier is seen as a partner to the Purchaser and as such is expected to support the Purchaser in becoming more mature in agile delivery.
- 9.2** The intention is that more and more of the Development will move into persistent teams managing Development, maintenance and operations of the applications / components. The Supplier shall ensure that the teams and the structure supporting the teams are set up in such a way that the change from doing Development in mainly projects to doing Development in persistent teams is possible.
- 9.3** For Managed Products where the Supplier is responsible for Development, Maintenance, Support and Operations the Supplier shall ensure the integrity of the agreed activities related to Maintenance, Support and Operations so that no priorities of Development activities conflict with such agreed activities.
- 9.4** Initially Development might be delivered as it has been traditionally, with maintenance and operations funding separated from Development, but over time the Supplier shall drive the delivery towards one team responsible for all aspects of one Product.

- 9.5** The Supplier shall follow the Purchaser's standards and guidelines for all Development provided under the Agreement.
- 9.6** The Supplier shall use the Purchaser's toolchain for Development and Maintenance of applications where applicable as defined in the Purchaser's guidelines, if not specified otherwise in the Service Specification.
- 9.7** For Managed Product the Supplier is responsible for all aspects of the Development life cycle including but not limited to development of new functionality, testing, functional upgrades, continuous delivery etc.
- 9.7.1 Third Line Support
- 9.7.1.1 Where the Supplier is responsible for Third Line Support, the Supplier shall perform all activities that relates to complex application & technical support, e.g. major or very complex code changes in applications. This includes but is not limited to:
- Solve complex incidents within application code on escalation from Second Line Support
  - Participate in root cause analysis where required
  - Manage changes that relates to complex incidents e.g. within applications
  - Produce documentation that can drive shift left towards Second Line Support and Service Desk e.g. knowledge articles in Service Now
- 9.7.1.2 For applications, where the source code is owned by the COTS or SaaS vendor, level 3 fixes involving code changes are not included in the Supplier's scope of Services. The Supplier shall co-ordinate with the concerned parties (COTS and/ or SaaS vendors), perform testing and manage release and deployment, as well as managing any existing integrations connecting the COTS or SaaS solution to other solutions.
- 10. SERVICE HOURS**
- This section is applicable for Managed Product and Managed Operation. The regulation in this Section is valid for Services unless something else has been agreed in the specific Service Specification
- 10.1** The Purchaser Group is a global organization and Service Operations shall be delivered 24/7, meaning 24 hours per day 7 days per week.
- 10.2** The Supplier shall deliver the same quality of Service globally, and shall fulfil the requirements set out in the Agreement at all locations where the Services are consumed.
- 10.3** In cases where the Purchaser has specific requirements on how the availability requirement shall be fulfilled, e.g. on-site presence of staff, such exceptions shall be explicitly agreed and the times for such exceptions specified along with any commercial impact.

- 10.4** The Supplier shall deliver all Services classified as 24/7 with the same operational quality, as defined through e.g. Service Specifications and SLAs for all locations where the Service is consumed.
- 10.5** The Supplier shall deliver Second Line Support for all Services 24/7 with the same quality and lead times for all locations where the Services are consumed.
- 10.6** All interactions for any Service classified as 24/7 shall be within the local business hours for the locations where the interactions is to take place.

## 11. CLASSIFICATION OF APPLICATIONS

Three different models (Pace Layering, CIA classification and BCA classification) are used by the Purchaser to classify applications from different perspectives. These are described below.

### 11.1 Pace layering

Pace layering is used to determine whether the application is a System of Record, System of Differentiation or System of Innovation (each as defined in the table below).

<b>System of Innovation</b>	Applications built to support new innovative business activities. The strategic focus is on speed and flexibility, to enable new ideas and opportunities. The pace of change is rapid and frequent.
<b>System of Differentiation</b>	Applications that support processes unique to the organization or the industry. The strategic focus is on differentiating practices and the pace of change is usually moderate to rapid.
<b>System of Record</b>	Applications that support administrative and transaction processing activities, such as finance and procurement. The strategic focus is on common practices and the pace of change is usually slower, but exception can occur.

### 11.2 CIA classification

The Purchaser Group's applications are classified with a CIA (Confidentiality, Integration, Availability) rating dependent on the information that is managed within the system. The different levels of CIA ratings are described below.

	(0) NONE	(1) STANDARD	(2) ENHANCED	(3) HIGH
<b>Confidentiality</b>	The unauthorized disclosure of information could be expected to have <b>no</b> adverse effect on operations, assets, or individuals.	The unauthorized disclosure of information could be expected to have a <b>limited</b> adverse effect on operations, assets, or individuals.	The unauthorized disclosure of information could be expected to have a <b>significant</b> adverse effect on operations, assets, or individuals.	The unauthorized disclosure of information could be expected to have a <b>severe</b> adverse effect on operations, assets, or individuals.

<b>Integrity</b>	Not applicable	The unauthorized modification or destruction of information may cause the company <b>limited</b> financial, legal, or reputation damage.	The unauthorized modification or destruction of information may cause the company <b>significant</b> financial, legal, or reputation damage.	The unauthorized modification or destruction of information may cause the company <b>severe</b> financial, legal, or reputation damage.
<b>Availability</b>	Not applicable	The disruption of access to information could be expected to have a <b>limited</b> adverse effect on operations, assets, or individuals.	The disruption of access to information could be expected to have a <b>significant</b> adverse effect on operations, assets, or individuals.	The disruption of access to information could be expected to have a <b>severe</b> adverse effect on operations, assets, or individuals.

### 11.3 BCA classification

The BCA classification (A-E) defines the criticality of an application/service for the Purchaser as a company, where A-classified applications/services are considered as the most critical and E as least critical.

The BCA level dictates the valid severity levels for incidents connected to the application/service. BCA level defines which severity levels that can be applied to the incident. Requirements on response and resolution times are based on the severity level in accordance with that is set out in Appendix P and Appendix F.

As defined in Appendix F, infrastructure, platforms and other supporting services shall in case of incidents be acted upon, and classified as, the highest classified application impacted by the incident.

## 12. INFORMATION SECURITY AND COMPLIANCE

**12.1** The Supplier shall at all times adhere to the Purchaser's security policies, and follow best industry practices for information security. The Supplier shall work together with the Purchaser's security staff to implement security tools and common practices and shall at all times co-operate with any by the Purchaser appointed security function.

**12.2** The Supplier shall perform all applicable activities stated in such security policies, including but not limited to the following activities:

- (a) The Supplier shall initiate, drive, support and monitor the Annual self-assessment to be carried out for all identified services in scope according to the process.
- (b) The Supplier shall participate in audits initiated by the Purchaser regarding the Service Object.
- (c) The Supplier shall annually review and update Infrastructure Control Review documents (ICR), Application Control Review documents (ACR) and perform the Systems Control Review Program (SCRP) self-assessment.

- 12.3** The Supplier shall perform all activities required to remedy audit findings that are within the Supplier's scope of delivery in accordance with the Master Services Agreement.
- 12.4** The Supplier shall have a compliance process that monitors all security controls within the Service Object to secure that the Service Object is compliant with the Purchaser's security requirements.
- 12.5** Deliveries shall meet the security objectives of established and well known security best practises such as ISO 27000, NIST, the CIS 20 Security Controls and Information Security Forum Standard of Good Practice.
- 12.6** The Supplier shall ensure that adequate contingency planning and recovery management is in place to secure readiness to handle unwanted and accidental incidents that have a significant and disruptive impact on the Purchaser.
- 12.7** The Supplier shall ensure that access control always follows the Purchaser security policies. This includes, but is not limited to, performing monthly audits of access within the Suppliers staff to ensure that the correct personell has access to the different systems.

### **13. PROCESS INTEGRATION AND CONTINUOUS SERVICE IMPROVEMENTS**

- 13.1** The Supplier shall manage all operational processes required to deliver an industry best practice Service. Within a Service Object the Supplier has full responsibility for management of the processes e.g. incident, problem and change management.
- 13.2** The Supplier shall ensure a effective collaboration across related Service Objects within it's own company and with the other of the Purchasers suppliers. The Supplier shall always seek to solve activities with the total Purchaser effect in mind, even when this crosses borders of Service Objects and suppliers responsibilities.
- 13.3** The Supplier shall furthermore drive the operational landscape towards becoming more efficient through e.g. automating requests and incident management, and making best use of the global Service Desk.
- 13.4** The Supplier shall be compliant with the processes defined by the Purchaser, and in addition the Supplier shall take additional initiatives and make additional efforts to further improve the delivery of the Service Object.
- 13.5** The Supplier shall continuously improve the Services. Identified improvements shall be presented to the Purchaser together with the identified benefits for both the Supplier and the Purchaser.
- 13.6** The Supplier shall maintain a service improvement plan for each Service that is delivered to the Purchaser.
- 13.7** The Supplier shall proactively work with the Purchasers monitoring and event management platforms to improve quality.

- 13.8** The Supplier shall have an automation first principle and actively drive all requests, operations and repeatable tasks towards automation.

**14. SERVICE DESK**

- 14.1** The Purchaser's Service Desk is the assigned 1st level support for all IT related issues and how-to questions. For each Service Object the Supplier shall work with the Service Desk to ensure optimal user experience and cost efficiency. The Supplier shall also work towards an increased first tier closure for all Service Objects.

**15. CAPACITY MANAGEMENT AND FORCASTING**

**15.1 Capacity**

- 15.1.1 The Supplier shall have a documented process for capacity management relating to all configuration items that are part of the delivered Service. The capacity plans shall be reviewed with the Purchaser regularly.

- 15.1.2 The Supplier shall monitor capacity for all components that are critical for the Service Object.

**15.2 Forecasting**

- 15.2.1 This Section is not valid for Managed Capacity where there is specific demand process.

- 15.2.2 The Supplier shall provide a demand management planning mechanism for each Service Object including processes that relate to managing and forecasting the current and future staffing requirements for Project Services, Agile teams and other development works etc.

- 15.2.3 The Purchaser and the Supplier will through the PI Planning alignment forum (Ref App J) set up forecasts with respect to the development work volumes etc within a Service Object.

- 15.2.4 The Supplier shall maintain the demand and forecasting plan using the input provided by the purchaser. The input required to maintain the demand and forecasting plan shall be provided by the Purchaser and shall contain all relevant information needed to fulfill the requirements on the demand and forecasting plan.

**16. LIFE CYCLE MANAGEMENT**

- 16.1** The Supplier shall keep track of life cycle management of all components utilized in the Service, on a global level, and manage the upgrades in a timely manner. Or if it is not included in the delivered Service the Supplier shall initiate a request for renewals towards the Purchaser in a timely manner.

- 16.2** The Supplier shall update Life Cycle plans in the Purchaser's portfolio tool for applications and technologies.
- 16.3** The Supplier shall be responsible for advising on issues and perform activities related to new versions upgrades and migrations related to Services and platforms. This includes, but is not limited to:
- Define Services technology roadmap
  - Conduct POCs (Proof of Concept) on new versions
  - Test new technologies and offerings
  - Monitor the changes in regulations, technology, and its impact on operations and implement the new or better ones as required
  - Continuously research on the emerging products and enhancements

## **17. MONITORING**

This section is applicable for Managed Product and Managed Operation.

- 17.1** The Supplier of a Service Object need to perform adequate monitoring required to uphold the end to end responsibilities, including any aggregation of monitoring output from related components even if they are managed in a different Service Object. All monitoring shall be performed in accordance with the Purchaser's standards and guidelines utilizing platforms supplied by the Digital Enablement Service Object.

**18. DOCUMENTATION**

- 18.1** The Supplier shall ensure that all required documentation is up to date at all times and reflects the changes that have been executed in the IT environment. All documentation must be made accessible by request. The documentation shall be sufficient to fulfil the following three goals:
- (i) Enable the Purchaser at each and every moment to fully understand the delivery and its underlying components
  - (ii) Make a full knowledge transfer possible to a reasonably proficient competitor to the Supplier
  - (iii) Enable the Supplier to efficiently manage the delivery regardless of personal changes or other knowledge related disturbances
- 18.2** The Supplier shall ensure that knowledge articles are up to date in the Purchaser's ITSM tool.
- 18.3** The Supplier shall update the Purchaser's configuration management system so that it always reflects the IT environment.
- 18.4** The Supplier shall have run books that at all times are updated, and design documents regarding all Services.
- 18.5** The Supplier shall update the Purchaser's application portfolio tool to ensure that the information regarding the applications are at all times up to date.

**19. RESOURCES**

- 19.1** The Supplier shall have a documented process for on-boarding of new resources into the different Services. The process shall include all required knowledge about the Purchaser and for the specific area.
- 19.2** The Supplier shall verify that a new resource has received the right training to perform well before the resource becomes part of the Service delivery and starts to take on any responsibilities within the delivered Service. The Supplier shall ensure that the resource is thereafter continuously trained to stay on top of developments in the specific area e.g. new technologies or business changes. The cost for continuous training of the Supplier's personal shall be included in the cost for the Service.
- 19.3** The Purchaser has the right to perform relevant tests of supplied staff, e.g. to verify adequate technical skills. How this shall be performed needs to be agreed between the Purchaser and the Supplier and might differ between the Service Objects.
- 19.4** When the results show that assigned staff do not have adequate skills, the Purchaser has the right to take additional measures through adding additional tests or finding competence elsewhere. The Parties shall strive to conduct all necessary steps according to 19.1-19.3

above prior to assigning any individual, but in case the individual already have been assigned the Purchaser shall be reimbursed by the Supplier for the period that the individual has been assigned up to a period of 30 Days from the start of the assignment, if

there is a common understanding between the Partis that the individual did not have the required competence and the assignment for the individual has been annulated for this reason. This Section 19.4 is not valid for Managed Service.

- 19.5** The Supplier shall take the cost for training the new resource if they are replaced on initiative from the Supplier or through a requested replacement from the Purchaser due to underperformance.
- 19.6** The Supplier shall ensure that the replacement of staff does not affect the delivery to the Purchaser.
- 19.7** The Supplier shall perform all activities described in the Agreement in good English, both spoken and written language. All documentation shall be in English. Any exceptions to this requirement shall be agreed in writing between the Supplier and the Purchaser.

## **20. ADDITIONAL ON DEMAND SERVICES**

- 20.1** Upon request, the Supplier shall have skilled resources available within the Services, for miscellaneous tasks where expertise is required by the Purchaser. The Purchaser shall be able to easily get access to the Supplier's global skillset and not be limited to resources assigned to the deliveries towards the Purchaser.
- 20.2** The Supplier shall over time build up a catalogue of standard requests for common activities that are not agreed as part of the standard Service delivery. Price, scope and delivery time shall be agreed with the Purchaser when setting up the requests.



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## **APPENDIX B**

**to**

### **Master Services Agreement**

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Specific Terms for Project Services

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## **1 GENERAL**

- 1.1 This Appendix B is a part of the Master Services Agreement between the Purchaser and the Supplier and stipulates specific terms, conditions and specifications applicable to any and all Project Services to be performed under the Agreement, unless explicitly stated otherwise in a particular Service Specification/s.
- 1.2 Unless otherwise explicitly stated in the particular Service Specification, the Parties shall always apply in full the instruments and mechanisms relating to Project Services as set out in this Agreement - being *inter alia* Service Specifications, Milestones, Delivery Dates and Acceptance Tests - irrespective of the type of Project Service and irrespective of what development methods are used (e.g. Scrum, DSDM and other agile methods, the waterfall method, etc.); i.e. the fact that either (i) a Project Service is of a certain type, or (ii) a particular development method is used, will never waive or warrant any waiver of any part of this Agreement. For the avoidance of doubt, the foregoing sentence does not imply that the Service Specifications, Milestones, Delivery Dates, Acceptance Tests or other such instruments and mechanisms cannot as such, whenever the Agreement allows it, be structured to fit with a particular type of Project Service or development method, e.g. by focusing on the envisioned functionality rather than the technical requirements in a Service Specification relating to agile software development, or by making all deliveries of Deliverables separate Milestones in projects where proper and timely delivery of every Deliverable, and not just the final result, is of significant value to the Purchaser.

- 1.3 References in this Appendix to Purchaser's project-related processes, documents or templates always refer to the latest revision, unless otherwise stated. Supplier is responsible for ensuring that the latest revisions are used in all Projects.

## **2 DEFINITIONS**

2.1 Unless the context explicitly requires otherwise, all capitalized words and expressions used in this Appendix B shall have the respective meanings ascribed to such capitalized words and expressions in the Agreement.

<b>Term</b>	<b>Definition</b>
“Agile”	Shall mean a group of software development methods based on iterative and incremental development, where requirements and solutions evolve through collaboration between self-organizing, cross-functional teams.
“Agreed Estimate”	Shall mean a calculation of the cost for the execution of a specific Project scope, made by Supplier and agreed with Purchaser, as being a likely and acceptable outcome. See also Final Charges and Final Expenditure.
“Authorized Users”	Shall mean Purchaser, Related Companies and Purchaser’s Contractors.

“Business”	Shall mean Purchaser’s various Lines of Business, the ultimate customer for Project Services.
“Charges”	Shall mean amounts due to Supplier for a specific Project.
“Contract”	Shall mean a contract with Supplier for a specific Project scope under the Agreement, subject to these Specific Terms. It shall consist of a Service Specification (a.k.a Statement Of Work), together with a valid Purchase Order (or an amendment to an existing Purchase Order).
“Contract Date”	Shall mean the date of signature of a Contract, or where applicable, the date of issue of a valid Purchase Order for the Contract scope.
“Control Points”	Shall mean formal Project review and approval events, including project milestones and gates.
“Deliverables”	Shall mean services, work products or other results, that have been identified as “Deliverables” in a Project Service Specification, and which thereby shall be originated, prepared, distributed, developed and/or provided by or on behalf of the Supplier under the Agreement.
“Designated Platform”	Shall mean the hardware, operating system, database management system, etc. described by the Parties in a Project Service Specification, as the basis for a development Project.
“Documentation”	Shall mean user guides, support materials, data sheets, manuals, instructions and computer-readable files, regarding the installation, use, operation, functionality, troubleshooting, specifications, training material and other technical information regarding the Services provided under the Agreement.

“DITS”	Shall mean Deliver IT Solution, Purchaser’s internally developed Project Methodology, which is mandatory for all Projects and sub-projects delivering IT solutions. Purchaser will at all times provide access to the latest available released versions of all DITS processes and documents.
“Expenditure”	Shall mean the charges that the Supplier seeks to make to the Purchaser, and which are reported during the progress of a Project.
“Final Charges”	Shall mean the actual charges to be invoiced by Supplier to Purchaser on completion of a specific Project, taking into account the initial agreed order value and any agreed changes, and any risk-sharing model as agreed between Purchaser and Supplier.
“Final Expenditure”	Shall mean the level of Expenditure advised by the Supplier to Purchaser on completion of a specific Project, taking into account the initial agreed order value and any agreed changes.
“Functional Requirements”	Shall mean those Requirements specifying actions that a system must be able to perform, without taking physical constraints into consideration.
“ITPM”	Shall mean the Supplier’s IT Project Manager assigned to a specific Project

“Lead Supplier”	Shall mean the role adopted by the Supplier when so requested by Purchaser, and agreed by Supplier, for the purpose of ensuring that specific multi-vendor Projects are coordinated and driven in an effective manner.
“Major Defect”	Shall mean a Defect which has a significant impact on Purchaser’s use of the Deliverables and which is expected to have impact on the functioning of the entire system and impact on the agreed Service Levels.
“Medium Project”	Shall mean a Project whose qualities falls within a defined band, for which a procurement process of direct award to Supplier, or limited competition, may be applied.
“Minor Defect”	Shall mean a Defect or a cosmetic defect which only has an insignificant impact on Purchaser’s use of the system and which cannot be expected to have any further impact on the functioning of the entire system and will be ignored when evaluating the agreed Service Levels.
“Non-Functional Requirements”	Shall mean those Requirements specifying criteria that can be used to judge the quality of operation of a system, including for example, usability, reliability, security, scalability, maintainability and performance.

“ODGF”	Shall mean the Operational Development Project Governance Framework which ensures that Projects are governed and monitored to deliver value realization that contributes to the profitable growth of Purchaser.
“Outsourced Development”	Shall mean a project defined as one in which the Supplier takes full responsibility for delivery of the agreed Requirements for the specified project phase(s), against an agreed Project Plan.
“Phase”	Shall mean a period for execution of a Deliverable or a partial Deliverable, if applicable, to be concluded by an Acceptance Test and, if appropriate, deployment.
“PI”	Shall mean Performance Indicator
“PM”	Shall mean Project Management
“Project”	Shall mean a specific project assignment under the Agreement, for the delivery of a defined scope.
“QA”	Shall mean Quality Assurance
“Purchaser’s Contractors”	Shall mean third parties providing products and/or services to Purchaser.
“Requirements”	Shall mean functional and non-functional characteristics of the particular Project scope that define Purchaser’s needs from the resulting Deliverables.
“Service Specification”	Shall in this context mean the document in which are defined the specific Requirements and terms under which a Project is controlled and executed. Is comparable to the term “Statement Of Work” often used elsewhere.
“Small Project”	Shall mean a Project whose qualities falls below a defined level, for which a procurement process of direct award to Supplier may be applied.
“Specific Terms for Project Services”	Shall mean the regime under which all Projects are controlled and executed by Supplier and delivered to Purchaser (this Appendix B)
“SPOC”	Shall mean the Single Point(s) of Contact. In this context, the lead contacts at Purchaser and Supplier for a specific Project.
“Statement of Work”	Shall mean the response from Supplier to a Purchaser Project Service Specification, which defines scope, deliverables and prices / estimates. Similar or is ground for a Service Specification.
“Subcontractor(s)”	Shall mean the subcontractor(s) used by Supplier for the provision of the Services, as agreed with Purchaser.
“Supplier’s Software”	Shall mean software to which the Supplier has the rights as set out

“System”	Shall mean the combination of Deliverables and results to be achieved and/or delivered by Supplier in order to fulfil the Specification.
“T&M”	Shall mean Time and Material; Supplier invoices Purchaser for actual costs incurred for completion of an agreed scope, based on an agreed Rate Card.
“Test Plan”	Shall mean the test plan included in the Project Plan, which contains a detailed description of the tests that will be performed within the Project, such as system test, performance test and quality assurance test, the applicable test procedures, including the division of responsibilities between the Parties, and description of necessary infrastructure to perform the tests.
“Third Party Software”	Shall mean Software owned by a Third Party.
“Time Schedule”	Shall mean the time schedule included in the Purchaser and Supplier Project Plans.

**3****PROJECT GOVERNANCE****3.1 Use of Project Methodology**

The use of Antarctica Bars Project Methodology DITS is mandatory for all Projects and subprojects delivering IT solutions at Purchaser. It defines activities, work products and milestones intended for IT solution delivery. DITS is based on the standard IT delivery framework RUP (Rational Unified Process) and the Purchaser project gate model ODGF.

The DITS Outsourced Development Project life-cycle model will be used when the Project Services for Application Development are contracted to and managed by Supplier. This model defines how the project work is related to the gates and phases, and how Purchaser should co-operate with the Supplier, but gives freedom for the Supplier to use their own established processes for the execution of the development phases listed below, inside the DITS “shell”.

Full details of the DITS model, including the latest versions of applicable processes, templates and deliverables, are available from Purchaser.

See the RACI matrix in Section 6 for detailed roles and responsibilities.

**3.2 Use of ODGF**

The Operational Development (OD) Project Governance Framework (ODGF) ensures that operational development projects at Purchaser are governed and monitored to deliver value realization that contributes to the profitable growth of Purchaser. The following control gates are defined:

- Gate 1: Project Start
- Gate 2: Project Strategy Confirmed
- Gate 3: Project Target Compatibility

Gate 4:	Project Approval
Gate 5:	Launch Readiness
Gate 6:	Checkpoint Job #1
Gate 7:	Checkpoint Close Contract

The responsibility for compliance with ODGF lies with Purchaser. Supplier is required to provide the deliverables specified in section 5 of this Appendix, and to support the Group IT functions to enable ODGF gates to be passed.

### 3.3 Supplier Project Methodology

Provided that the requirements for Project deliverables and governance defined in this Appendix are met, Supplier is free to use their own project and development methodology to execute the Project. Details are to be included in the Supplier PM Plan.

### 3.4 Agile Project Management

The Parties may agree that the PM Plan and any implementation and delivery of Services and/or Deliverables shall be based on an "agile development method" where the final deliverables are not defined in detail in advance, but where Supplier is providing a defined capacity to be used in connection with the IT Project and subject to on-going evaluation and prioritizing. For such projects, Purchaser will always specify in the Contract at least one of the four principal characteristics (time, cost, quality, functionality / scope) as being fixed.

### 3.5 Release Handling

Supplier will conform to Purchaser's standard processes for Release Handling.

### 3.6 Quality Assurance

Purchaser operates a Project Quality Assurance methodology, which requires the formal review of project plans and deliverables ahead of all ODGF gates. While Purchaser is responsible for ensuring that gates are passed, Supplier is responsible for supporting this work with skills and deliverables, as defined in this Appendix.

### 3.7 Project Reviews

All Projects executed by Supplier under this Agreement will include regular reviews of compliance with Purchaser governance, processes and standards.

#### 4.8.2 Quality Audits

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In accordance with Section 11 (Audit Rights) in the Master Services Agreement Purchaser reserves the right to conduct one or more Project audits on a Project. An audit will be announced at least two weeks in advance. The audit procedure and questionnaires will be issued to Supplier in advance. The purpose of such audits is to ensure that proper Project Management control exists, that all applicable processes are followed, that approved architecture and technical standards are followed, and that applicable documentation is reviewed, approved and baselined.

### 3.8 Risk Management

Supplier is responsible for managing risks in all Projects in a proactive and wellstructured way. Risk Management should be barried out according to Supplier's internal Risk Management processes. The Risk management process should include at least the following steps: Risk identification, calculation of risk probability and impact, risk response determination, risk monitoring and follow-up. Major Project Risks, as well as risks where mitigation requires support from Purchaser, should be reported for escalation to the Project Steering Committee, together with a recommended risk response plan and identification of "help needed", as appropriate.

An initial set of project risks will be identified by Purchaser and will be included in the Service Specification for each assignment.

### 3.9 Project Plans

For each project under this Agreement, a Project Plan shall be created by Supplier, approved by Purchaser after contract award (with delivery date as stated in the specific Service Specification) and maintained by Supplier throughout the project. The Project Plan shall describe how the project will be planned, executed, monitored & controlled and closed. The Project Plan shall contain all necessary strategies for ensuring that the Project delivers according to agreed scope and acceptance criteria, at the right time, with the right quality. The Supplier may use it's own standard template for the creation of such a Project Plan.

### 3.10 Control Points

The mandatory Control Points in Outsourced Development Projects, at which Supplier performance will be assessed are:

#### 3.10.1 ODGF Gates

ODGF Gates 4,5,6 : Supplier will supply the agreed deliverables for these milestones and will support the Purchaser in meeting all obligations in preparing for the reviews required.

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**ODGF Gate Contract Close:** This is the final gate for the Supplier's delivery of a Project under this Agreement, and will only be passed when all deliveries and acceptances are in place.

### 3.10.2 Delivery Milestones

For each Project under this Agreement, Purchaser and Supplier will agree a set of delivery milestones. These will be defined by a scope with a specified quality that is to be delivered either by Supplier or Purchaser, and a time when the delivery should occur. Achievement of milestones may trigger a payment, where appropriate, and agreed in the Contract. Where possible, milestones should occur at the delivery of a testable version of the product. This is done by developing iteratively. Supplier should expect that the quality is such that acceptance criteria for this functionality will be met. If iterative development is not possible, the Delivery Milestone needs to define reviewed specifications. For Agile developments, Parties will agree relevant Milestones related to sprints etc.

### 3.11 Project Governance Forums

The overall relationship between Purchaser and Supplier for the set of all Projects in scope under the Agreement will be governed as set out in Appendix J (Governance Model).

Prior to the start of a specific Project executed under this Agreement, Purchaser and Supplier will agree the Project governance forums that will operate. Supplier is responsible for the preparation of reports and other material to be used at such meetings.

## 4 SCOPE MANAGEMENT

- 4.1 Supplier shall deliver the Project to Purchaser, in accordance with the requirements and Project-specific terms set out in the Project Service Specification B2, Appendix B3 (Pricing), Purchase Order and PM Plan and other applicable terms of the Agreement. Once later deliverables which further refine the scope and requirements have become available, these will replace and/or supersede the original requirements definitions.
- 4.2 The Service Specification and the PM Plan shall describe the work to be performed and the time/cost/scope limits outlined for each Project. These documents shall be subject to written approval by Purchaser and shall be agreed between the Parties.
- 4.3 Supplier shall check and take any reasonable corrective actions needed such that all Services, equipment, networks, software, enhancements, upgrades, updates, modifications and other resources (collectively, the

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"Resources") utilized by Supplier or approved by Supplier for utilization by Purchaser in connection with the Systems, shall be successfully integrated and interfaced and shall be compatible with the relevant services, systems, items and other resources that are being used by Purchaser and Purchaser's Contractors as of the Contract Date.

4.4 Further, Supplier shall check and take any corrective actions needed such that the System and other Resources provided by Supplier to Purchaser shall not be adversely affected by or shall not adversely affect, those of any Purchaser's Contractors, whether as to functionality, speed, service levels, security, interconnectivity, reliability, availability, performance, response times or similar measures, unless such a consequence is clearly communicated by Supplier to Purchaser at the start of the Project and is mutually agreed in writing. To the extent that any interfaces need to be developed or modified in order for the Resources to integrate successfully and be compatible, with the relevant services, systems, items and other resources that are being used by Purchaser and Purchaser's Contractors, Supplier shall develop or modify such interfaces as part of the Services. Such interfaces to be listed and detailed in the Contract documents.

4.5 Supplier shall, following Purchaser's instruction, cooperate with Purchaser Contractors to coordinate its provision of the Services and Deliverables with the services and systems of such Purchaser Contractors. Such cooperation shall include the following responsibilities:

provide applicable written information concerning any or all of the systems, data, computing environment and technology direction used in providing the Services;

provide reasonable assistance and support to Purchaser Contractors;

provide access to Supplier and Purchaser systems and architecture configurations to the extent required for the activities of Purchaser Contractors if approved by Purchaser.

4.6 For further clarification of the general principle set out at section 4.7 in the Master Service Agreement, it is expressly agreed that Supplier assumes full responsibility for the contents of the Service Specification in the signed Contract, and any and all other appended documentation and information supplied by Supplier that has served as a basis for Supplier's assignment to design, develop, deliver, install, implement and configure the System. Supplier has made an in-depth review of Purchaser's IT-environment and is well acquainted therewith. Purchaser has defined the key high level functional requirements, which Purchaser warrants to be complete and accurate and continues to make available to Supplier key resources with subject matter expertise. It is, however, the responsibility of Supplier to validate all specifications, analyse processes, and generally ensure that all delivered solutions shall meet the requirements of Purchaser's Business. Supplier shall ensure it has obtained all information

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on the intended use of the System by Purchaser. Purchaser shall upon request from Supplier provide all information relevant for the System, subject only to any over-riding requirements of third party confidentiality.

- 4.7 Functionality or other parts of the Service than the functionality and parts set out in

the Specification may in certain circumstances have been provided by Supplier as an integral part of the delivered System ,although not initially requested by Purchaser. If Purchaser subsequently requests to have access thereto, Supplier may invoke the agreed Change Request process, requesting additional compensation for this other functionality,. However, should Purchaser not agree that compensation is warranted, such access shall be granted by Supplier free of charge and the Specification shall be updated to include also such functionality.

## 5 DELIVERY TERMS

- 5.1 Project Deliverables

Every project to be executed by Supplier under this Agreement will have the agreed Project Deliveries described in the Service Specification before the work starts. Description of deliveries should include a detailed definition of:

- Software Deliverables
- Documentation Deliverables
- Delivery to Purchaser at the end of a Single Phase

Where the scope of the Contract is limited to a single project phase (e.g. G3-G4), the specified handover will be to the Purchaser, not to any other party. Purchaser has responsibility for any further handover to any other party.

- Handover to Maintenance

Supplier commits to perform handover to Purchaser at the end of the Project, notwithstanding the appointment of the Maintenance provider. Purchaser's intention for the sourcing of Maintenance will be stated in the Service Specification.

- Acceptance

All Projects must have Detailed Acceptance Criteria defined, clearly documented in the specific Service Specification.

**6****ROLES AND RESPONSIBILITIES****6.1 Key Contacts**

The Project Supplier Responsible is the person responsible for managing the interface with the Supplier in the specific Project, as the Single Point of Contact (SPOC). The role should be clearly appointed by the Purchaser so it is clear for the Supplier whom to contact.

The Supplier's SPOC is assumed to be Supplier's IT Project Manager (ITPM) appointed to the specific Project, unless specifically agreed in writing with Purchaser.

**6.2 RACI Matrix**

The following RACI model applies:

**Responsible:** the person who is owner of the activity. (Only one role can be R. R equals operational accountability. It is proactive by default – the doer.)

**Accountable:** the person to whom "R" is Accountable and is the authority who approves to sign off on work before it is effective (Only one role can be A. A equals budget accountability. It is reactive by default).

**Consulted:** the person who provides information and/or expertise necessary to complete the activity. Many roles can be C. C has to be consulted when executing an activity. It is reactive by default. The "Consulted" role signifies the two-way communication typically between "R" and "C").

**Informed:** the person who needs to be notified of results but need not necessarily be consulted (The "Informed" role signifies the one-way communication primarily from "R" to "A").

Phase	Activity	Tailoring Guidelines	Purchaser	Supplier
Elaboration	Requirements Knowledge Transfer	Workshops and stakeholder meetings	A,R	C,I
	Manage Requirements	Traceability. Purchaser review mandatory	A	R
	Elaborate Requirements		A	R

Elaborate Architecture		A	R
Develop Solution Prototype		I	A,R
Plan Validation	Mandatory, risk-based	A, R	C
Manage Contracts		A, R	C
Manage Architecture			A,R
Specify Environments	Agreed BOM	C	A,R
Prepare Maintenance Establishment		A,R	C
Project Profiling	Reassessment mandatory.	A,R	

Construction	Plan Project for Purchase	Only planning for Purchaser Internal activities	A,R	C
	Project Contract Development	Quotation should be in place. Final Purchase is performed in Construction	A,R	C
	Support and Monitor Supplier Performance	Level of control should be adapted to the risk of the project	A,R	C
	Audit Supplier Processes		A,R	C
	PQA Review		A, R	C
	Gate Review (G4)		A,R	C
	Prepare User Acceptance Test		A, R	C
	Prepare End User Training Material	Input from Supplier	A,R	C
	Manage Requirements	Change Management Procedures & Logs	A	R
	Manage Architecture	Change Management Procedures & Logs	C	A,R
	Design and Build Solution		C	A,R
	Perform Reviews		C	A,R
	Supplier Tests		C	A,R
	Manage the establishment of Environments		A, C	R
	Validate Supplier Deliveries	Mandatory, risk-based	A,R	C
	Establish Maintenance		A, R	C
	Manage Contracts		A, R	C

	Support and Monitor Supplier Performance	Mandatory, risk-based	A,R	C
	Audit Supplier Processes	Risk based	A,R	C
	PQA Review		A,R	C
	Gate Review (G5)		A,R	C
Transition I	Perform User Acceptance Test		A;R	C
	Perform User Training		A,R	C
	Manage Defects		C	A,R
	Manage Requirements	Change Management Procedures & Logs	A	R
	Manage Architecture	Change Management Procedures & Logs		A,R
	Prepare Go Live		A	R
	Perform Knowledge Transfer			A,R
	Manage Contracts		A,R	C
	PQA Review		A,R	C
	Gate Review (G6)		A,R	C
Transition II	Go Live		C	A,R
	Post-Launch Support		C	A,R
	Finalize IT Security & Controls		C	A,R
	Decommission Old Solution	Depending on Contract		
	Get Maintenance Acceptance		A	R
	Gate Review (Close Contract)	Mandatory. Decision taken by Domain Supplier Operational Review Meeting	A,R	C
	Close IT Project	Mandatory	A,R, C	
	Close Business Project	Mandatory	A,R	
	PQA Review		A, R	
	Gate Review (G7)		A,R	

6.3

Roles required from Supplier for Time &amp; Material work

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A list of roles for Supplier personnel that may be requested to deliver T&M work to Purchaser is set out in Exhibit A (Rate Bard) to Appendix L (General Pricing), or an existing agreed rate bard.

#### 6.4 Key Employees

For every Project, Purchaser reserves the right to identify named Key Employees, whose presence is deemed essential for the execution of the project. A list of such personnel will be approved at the start of the Project, and any change to these named persons for reasons that Supplier can control requires prior approval by Purchaser. In that event, a suitable handover period must be allowed for knowledge transfer. The removal of Key Employees shall be in accordance with acknowledgement and approval from the Purchaser as set out in Section 8.2.3 in the Master Services Agreement.

#### 6.5 Removal of non-performing personnel

Should Purchaser identify any members of the Supplier Project personnel whose performance is not acceptable, Purchaser can require Supplier to remove such persons and replace them with equivalent personnel at the same cost.

#### 6.6 Commitment to continuity in projects

The Supplier is required to ensure continuity of delivery of Projects, through the appointment of personnel in line with the requirements set out in section 6.3-6.5.  
6.7 Supplier skills / business knowledge

Supplier shall undertake to develop and maintain a skill and knowledge base that is appropriate to the Purchaser Line(s) of Business that are included in that Business domain.

#### 6.8 Subcontractors

Supplier is not entitled to use Subcontractors, Contractors, or consultants or in any other way sub-contract any part of the execution or management of Projects, without prior agreement of Purchaser.

#### 6.9 Purchaser Staff

With regard to the Supplier's overall responsibility to deliver the project in line with Agreement, it is mandatory for any requirement for Purchaser personnel to be part of the Supplier project team to be explicitly stated in the Service Specification for such a Project. In the absence of such statement, the Supplier is assumed to meet all personnel requirements.

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Purchaser will make available access to technical resources including Architects and other SMEs to provide Purchaser-specific systems information as required by Supplier in order to perform the services under this Agreement.

Purchaser will make available access to Business resources such as domain SME's and end users to provide business knowledge and requirements to Supplier.

Purchaser will facilitate access to technical contacts of Purchaser's Contractors, if required and requested by Supplier.

#### 6.10 Location of Supplier Project personnel

Purchaser supports the principle of placing Supplier Project personnel in the most effective geographic location for any specific Project ("rightsourcing"). Any requirement to place Supplier personnel on Purchaser premises ("onsite") must be made explicit as part of the Service Specification for the Project, and agreed prior to work commencing. In the absence of such statement, Supplier is assumed to meet all personnel space requirements ("offsite, nearshore or offshore").

Purchaser reserves the right to request Supplier to place named Project personnel on Purchaser site(s) during the term of the Project, to expedite its progress. Such request will not be unreasonably refused.

If applicable, security badges will be provided for Supplier's named and authorised personnel to permit physical access into Purchaser's site(s). Where required, Purchaser will provide remote network access for Supplier's named and authorised personnel to permit access to artefacts stored on, or permitted applications hosted at Purchaser site(s).

#### 6.11 Personal Productivity Tools

As set out in section 4.1.4 in the Master Service Agreement, the guiding principle is that when working on any Project under these terms, the Supplier shall provide PCs (including laptops, tablets etc.) loaded with industry standard personal productivity tools (e.g. MS Office), and capable for use as development machines, to its personnel as required for their particular role. By exception, Purchaser agrees to supply PC hardware and personal productivity tools for Supplier personnel who are located at Purchaser sites, where this is made necessary by limitations to Purchaser's remote access solutions or IT security considerations. Any such exceptions will be set out in a Service Specification and confirmed after agreement with Supplier.

If the Supplier identifies a need for additional licenses and/or other equipment for development, test or production environments outside Purchaser's premises as part of delivering Projects, the Supplier is required to seek and obtain Purchaser's written approval before any purchase of licences and/or other resources is made. Purchaser may request Supplier to acquire additional resources at Supplier's premises through Change Control Procedures according to Appendix K.

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Mobile or smartphones shall always be provided by the Supplier, including payment for all contract and usage charges that relate to them.

**7****TECHNICAL STANDARDS****7.1****General**

Supplier shall adhere to at the time for project initiation applicable architectural and technical standards when delivering projects to Purchaser. Further specific definition of technical standards or requirements will be made on a per project basis, in the Project Service Specification.

**8****COMMUNICATION AND DOCUMENTATION STANDARDS****8.1****Communication in Projects**

Purchase will advise Supplier of the required schedule of project meetings, the agenda of which will be based on the PM Plan and PIs agreed for the project. Supplier should also advise Purchaser on what communication that is required for a successful implementation, ie. Change Management communication etc.

**8.2****Collaboration Tools**

Where necessary for Supplier to comply with Purchaser security and related policies in the execution of any Project, Purchaser will provide access to its communication network and collaboration tools, for named and authorised individuals.

**8.3****Language**

All Deliverables will be delivered to and from Purchaser in UK English, unless otherwise specified in the Service Specification.

**8.4****Document Storage**

Supplier will agree with the Purchaser a suitable location for the storage of project documentation, such that it is readily available to all Purchaser Project members and stakeholders. Purchaser has internal and external collaboration sites available for this purpose: this is assumed to be the default option, unless specifically agreed otherwise.

**9****TESTING AND ACCEPTANCE****9.1****General**

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Supplier will be required to test and present evidence of tests as part of the defined Project scope, at each phase.

## 9.2

## Acceptance Criteria

The following represent the minimum criteria to be incorporated in any Project, for release to production from a test and verification point of view:

Acceptance Criteria	Metric/volume/standard
<p>The “software-product” is accepted if all Requirements and constraints have been tested and the result is within the following metrics per defect severity, as documented in the Service Specification and further defined in the Agreement.</p>	<p>Purchaser acceptance – proof delivered by Supplier in Word format. Examples of detailed criteria could be:</p> <p>Acceptable defect count/defect severity: No critical or major defects exist in the application.. 15 defects of class 3 ....etc</p> <p>Acceptable defect trend: No critical or major defect have emerged during the last 48 hours, or the number of major or critical defects 2 days prior to deployment must be equal or less than 7 days ago etc.</p>
<p>All Defects are logged and handled. No severity 1,2 or 3 Defects are open. A correction plan is established and agreed upon for all open defects</p>	<p>Concurrence with Purchaser</p>
<p>Functional Requirements are documented and are approved and tested OK and in place.</p>	<p>Purchaser acceptance – proof delivered by Supplier</p>
<p>Non-Functional Requirements documented, tested and in place</p>	<p>Purchaser acceptance – proof delivered by Supplier</p>

	Appropriate communication for end-users, including instructions for: <ul style="list-style-type: none"><li>• transition date and</li><li>• for transformation date</li></ul>	Communication plan communicated and implemented before agreed date and proof delivered by Supplier
	Maintenance procedures signed, communicated and reviewed by responsible maintenance function	Before agreed date
	Operational instructions handed over to Service Desk - Fully briefed and supplied with appropriate information for their knowledge base, process documented, tested and evaluated	Knowledge base presented and accepted by Purchaser

### 9.3 Acceptance Testing

The purpose of the Acceptance Test is to establish whether the agreed functionality for the Deliverables and the Documentation as a whole satisfies the Agreement and Contract Requirements. If so stated in the Service Specification or Project Plan, the Acceptance Test shall also comprise a test of certain Service Level goals.

Purchaser shall carry out an Acceptance Test after completion of each Phase as set out in the Project Plan, with Supplier's active participation.

Supplier shall provide all Documentation related to a Phase prior to Acceptance Test of the System or the part thereof being subject to Acceptance Test.

The Deliverables shall be deemed accepted ("Acceptance") upon Purchaser's written approval in the Deliverables Review Statement. Unless specifically agreed, Supplier shall not be entitled to invoice Purchaser unless the Deliverables are accepted.

Partial delivery of Deliverables is not permitted unless explicitly stated in the Project Plan, Specification or if Supplier obtains Purchaser's prior written approval to such partial deliveries

### 9.4 Final Acceptance

Final Acceptance will only take place when all individual Acceptance Tests are completed to Purchaser's satisfaction as defined in the "Acceptance Criteria" in Service Specification.

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**10****PERFORMANCE INDICATORS****10.1 Project PIs**

All projects executed under this Agreement will use a set of delivery PIs, as defined below. The Purchaser will monitor the PIs and deliveries to be able to identify issues in a timely manner and take corrective actions. PIs will be defined in terms of Scope, Time, Cost and Quality.

For the avoidance of doubt, all performance against PIs will be measured on the latest mutually agreed project baseline for relevant parameters (for example, relative to new milestone dates or a new cost level, following an agreed change).

**Cost (Development Project)**

Note: These cost metrics will not be provided for fixed price engagements

Information needs (Base metrics):

Initial Agreed Estimate

Regular Cost Actuals (monthly)

Regular Cost Forecasts (monthly)

Final Cost (Actual supplier total cost at G4 or G7)

Metric: 1. Actual Cost per milestone

Metric: 2. Forecasted Cost per milestone

Metric: 3. Final Cost

Derived metrics: Deviation in % of actual Supplier cost compared to Contract value awarded

When: 1. Monthly, at Project progress meetings.

2. At project close (G7)

Reporting: 1. Purchaser to SC. 2. Purchaser in Closure Report

**Time (Regular timing forecasts)**

Information needs (Base metrics):

Baselined (at G3 or G4) Supplier Delivery Milestone dates

Latest baseline on Supplier Delivery Milestone dates

Actual Supplier Delivery Milestone dates

Metric: How well does Supplier follow the agreed time plan in ongoing Project ?

Derived metrics: Deviation in % of actual delivery compared to agreed plan

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When: At each agreed Supplier Delivery Milestone (at least monthly)

Reporting: ITPM in Weekly Status Report

### **Final delivery precision**

Information needs (base metrics):

Actual Go Live date

Baselined (at G4) Go Live date

Actual Agreement Closure (G7) date

Metric: Has the supplier delivered on time (per Project)?

Derived metrics: Deviation in % of actual delivery compared to agreed plan

When: At project close (G7)

Reporting: Purchaser in Closure Report

### **Quality (Regular follow-up of Reviews)**

Information needs (Base metrics):

Number of defects of each standard category identified in Purchaser reviews

Metric: How good is the quality of the solution delivered by Supplier in the ongoing Project ? How well does the supplier follow our architectural and development standards?

Derived metrics: Defect leakage in documentation, Defect leakage related to standards

When: At each agreed Supplier Delivery Milestone (at least quarterly, preferably monthly)

Reporting: Purchaser in SC

### **Final quality - Defect leakage**

Information needs (Base metrics):

Number of defects of each standard category identified in acceptance test

Number of acceptance criteria not fulfilled when contractually agreed.

Number of acceptance criteria fulfilled when expected

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**Size of project**

Metric: Has Supplier delivered good-enough quality (per project)?

Derived metrics: Defect leakage per project, Deviations from acceptance criteria per project

When: At end of acceptance test

Reporting: Acceptance Test Leader in Final Test Report

**Final result – Customer satisfaction**

Information needs: Is the business customer satisfied with the delivery?

Derived metrics: Customer satisfaction

Base metrics: Answers to questionnaire

When: Before G6

Reporting: Purchaser in Closure Report

Agreement PI

10.2

The overall performance of the Supplier under this Agreement will be measured per Project against the above PI and analysed as an average by Purchaser, relative to other suppliers, not less than four times yearly.

Purchaser will also require Supplier to provide periodic analysis of the degree to which Projects are executed in a cost-effective manner, through the use of resources in the most appropriate geographic locations (e.g. nearshore & offshore). Details of the scope and format of such analysis to be agreed with Supplier.

**11**

**COMMERCIAL****11.1 General**

This section defines the specific commercial terms under which Supplier is engaged to perform Project Services for Purchaser, unless otherwise agreed for the specific Project and documented in the applicable Service Specification.

For the avoidance of doubt, it is the responsibility of Purchaser to instigate all Project requests for quotation, to manage the evaluation of offers, and to create Contracts, Purchase Orders and issue CRs as required for Supplier's engagement for all Project Services.

**11.2 Sourcing Principles for Projects**

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To assist capacity planning and resource allocation, Purchaser and Supplier will meet periodically to create a forecast of Projects that may be awarded to Supplier, subject to these guidelines and Purchaser's purchasing rules.

Purchaser reserves the right to execute any Project in-house, where Purchaser retains full responsibility for the delivery of all phases of the Project.

### **Selection of a supplier for Projects**

Small Projects may either be awarded directly to one of Purchaser's Strategic suppliers, or may be awarded following competition between Strategic suppliers. Depending on the project type and sourcing area, niche suppliers to Purchaser might also be included in this process.

Medium Projects will be awarded following competition between at least two Strategic suppliers. Depending on the project type and sourcing area, niche suppliers to Purchaser might also be included in this process.

Projects exceeding Purchaser's purchasing rule for full competition will be awarded through Purchaser's open procurement process, including at least two of our strategic suppliers and other global or niche suppliers as appropriate to the project scope and scale.

### **Contract award for Project phases**

Between ODGF G1 and G3, Purchaser will be responsible for the Project, but may contract one or more of our strategic suppliers on a T&M basis. Niche suppliers might also be used depending on the type of Project. Where Supplier is involved, this will be done according to the current agreed Rate Card.

At Gate 3, Purchaser will appoint a supplier according to the selection criteria above, to execute the project in two distinct phases, and under separate Contracts, between ODGF G3-G4 and G4 to G7.

Where so contracted, Supplier has the full responsibility to deliver the project in accordance with this Appendix, and the agreed specific Service Specification.

## 11.3 Commercial Models

Purchaser will place contracts for Project execution under the following three models:

### **Time and Material**

Purchaser will contract with Supplier to provide resources at the agreed T&M rates for the defined roles and grades of personnel, for the execution of the agreed Project scope, or for ad hoc work. Invoicing principles contained in the Agreement will apply.

**Fixed Price**

Supplier will make an offer for the execution of an agreed Project scope, at a fixed price, and the Purchaser will place a contract for same.

**Risk - Reward Sharing**

Supplier and Purchaser will agree an estimate for the execution of an agreed scope, the Agreed Estimate, as follows:

For work between G3-G4 with a tolerance of +-10% of the Agreed Estimate  
For work between G4-G7 with a tolerance of +-10% of the Agreed Estimate

Supplier will advise Purchaser of the actual Expenditure s during the Project, in accordance with the reporting methods set out in this Appendix. At the end of the phase, Supplier will report the Final Expenditure, and the following model will apply:

*Final Expenditure is less than 100% of the Agreed Estimate:*

Supplier will invoice the value of the Final Expenditure,

plus 50% of the difference between the Final Expenditure and the Agreed Estimate, where the value of the Final Expenditure falls in the interval between 90% and 100% of the Agreed Estimate, plus a further 25% of the difference between the Final Expenditure and the Agreed Estimate up to 90%, when and if the value of the Final Expenditure falls below 90% of the Agreed Estimate.

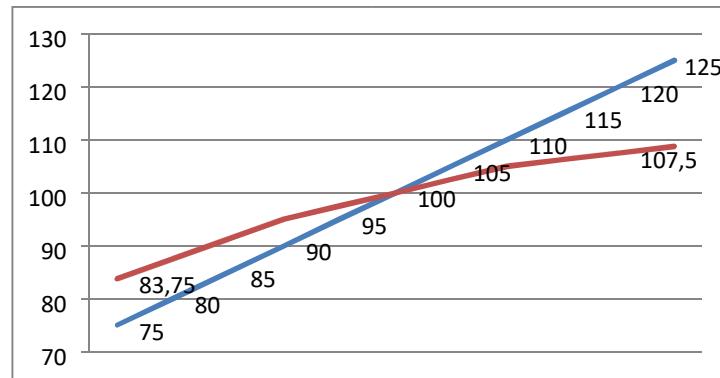
*Final Expenditure is 100 % of the Agreed Estimate:*

Supplier will invoice the value of the Agreed Estimate.

*Final Expenditure is greater than 100 % of the Agreed Estimate:*

Supplier will invoice the value of the Agreed Estimate plus 50% of the difference between the Final Expenditure and the Agreed Estimate where the value of the Final Expenditure falls in the interval between 100% and 110% of the Agreed Estimate and plus a further 25% of the difference between the Final Expenditure and the Agreed Estimate above 110%, where and if the value of the Final Expenditure falls above 110% of the Agreed Estimate.

The following chart illustrates this model:



Reported Final Expenditure (blue line), versus Final Charges to be invoiced (red line) for values between 70% and 130% of Agreed Estimate.

Should the scope and baseline for the Project be adjusted during the course of the Project via an agreed Change Request, the Agreed Estimate and the absolute levels of the above performance criteria will be adjusted accordingly.

### Rate Bard

Supplier will provide personnel at a fixed hour price for other work barried out on a T&M basis, using separate rates for onshore, nearshore and offshore resources. Required roles and agree Rates will be set out in Exhibit A (Rate Bard) to Appendix L (General Pricing). During the transition period, Purchaser and Supplier may agree to use an existing rate bard.

#### 11.4 Transition Guidelines

In order to make the transition to the Supplier as smooth as possible, the following transition rules will apply.

Ongoing Purchaser Projects already in progress at the Commencement Date of the Agreement which are before G3, will be handled according to the normal principles for supplier project initialization.

Ongoing Purchaser Projects that are in the phase G3-G4 at the Effective Date of the Agreement will be finalized by the present supplier up to G4, where they will be accepted by Purchaser, and will be handled according to the normal principles for supplier project initialization.

Projects that have passed G4 at the Commencement Date of the Agreement will be finalized and closed by the supplier that has the assignment.

Purchaser reserves the right to adapt above guidelines on a case by case basis.

#### 11.5 Standard Development Services

Services before Gate 3:

To improve continuity in Projects, Purchaser may contract with Supplier for the provision of resources to work on Projects before Gate 3, in line with the Rate Card, or via Purchaser's existing individual resource sourcing process.

11.6 Submission of Project proposals

Where the Sourcing Principles result in a request to Supplier to submit a proposal for a specific Project, this will be in response to a Purchaser issued Service Specification, and the format of the response ("Statement of Work") will be as set out in that document. Purchaser's evaluation and award processes will apply.

11.7 Evaluation of Project proposals

Responses will be evaluated on the basis of best value for Purchaser. The specific evaluation criteria for any project will be set out in a Service Specification document.

The following are standard criteria that we use in all evaluations:

The extent to which the response complies with the Requirements, Structure, clarity and completeness of the proposed solution, The Supplier's ability to fulfil and implement specified Requirements, Purchaser's ability to manage the solution independently of Supplier.

11.8 Project Termination

Notwithstanding the Termination conditions set out in section 19.4 in the Master Service Agreement, Purchaser shall be entitled to terminate any Contract or Project Purchase Order in whole or in part, for convenience with thirty (30) Days' notice, in which case Supplier is entitled to compensation for work executed and for reasonable approved expenses. Except for compensation in accordance with the provisions in the Agreement, and any termination fees agreed to in advance by the Parties, Supplier has no right of further remuneration.

11.9 Warranty and Defect

Supplier warrants to perform and deliver the Services and/or Deliverables with promptness, diligence and efficiency in a professional and workmanlike manner and that Supplier's authorized, well-educated personnel have the requisite skills and experiences to perform the Services and/or Deliverables. Supplier shall maintain adequate resources for the due fulfilment of all of its obligations during the term of Agreement.

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Supplier furthermore warrants that the Services and/or Deliverables shall be free from Defects in operation and performance, shall comply with the Documentation and applicable specifications in all material respects, and shall provide the functions and features and operate in the manner agreed to by the Parties under this Agreement.

Supplier shall provide a detailed analysis and rectification plan within 10 working days of a Defect being reported by the Purchaser. Such a plan will include an estimate of the expected time to rectify the Defect.

The warranty period for a Deliverable shall, unless otherwise agreed, be one (1) year running from the date of the Deliverable Review Statement. New units delivered under the warranty in replacement of defective units and any other corrective action are covered by warranty until the expiry of the original warranty period, subject to a minimum of three (3) months as from the date of replacement or the corrective action.

#### 11.10 Liquidated damages due to delay

Should the Supplier be in delay pursuant to section 6.5.1.6 in the Master Services Agreement, the Supplier shall, unless otherwise stated in the specific Service Specification, pay to the Purchaser liquidated damages amounting to one per cent (1%) of the total Service Charges for the applicable Project Service per each commenced week of delay, in each case up to a maximum amount of ten per cent (10%) of such Service Charges.

#### 11.11 Escalations in Projects

The Escalation process as set out in section 11 in Appendix J (Governance Model) to the Agreement will apply. In case of escalations relating to specific Projects, Supplier shall insert the names of the relevant specific persons in a copy of the escalation model contained in the Project Service Specification, as part of a submitted Statement of Work.

#### 11.12 Multi-vendor Projects

Where Purchaser has defined a Project requirement that includes work that in the sole judgment of Purchaser should be executed by more than one of Purchaser's named strategic suppliers, and where Purchaser does not choose to contract the entire scope with Supplier, then in line with section 8.6 in the Master Service Agreement , Co-operation with other suppliers, Purchaser reserves the right to request Supplier to act on Purchaser's behalf as the "Lead Supplier". In this role, Supplier will use their best efforts for the coordination of the execution and delivery of the work of the other supplier(s). In such circumstances, the terms of the VCA (as defined in section 8.6.3 in the Master Service Agreement, and enacted in Appendix M) signed between the Parties thereto, should be observed to ensure close alignment between suppliers. For the avoidance of doubt, the terms of section 8.3 Master Service Agreement (Use of subcontractors) will not apply in such cases, except where Supplier contracts other non-strategic suppliers to perform part of their own contracted assignment.

**12****FINANCE****12.1 Finance and charging principles**

The goal of Purchaser is to be able to allocate and distribute all IT project costs in an efficient, effective and fair way, reflecting the actual use of each internal customer. The main concern is therefore to be able to provide the right level of cost transparency and cost traceability to ensure fairness and legal compliance when allocating IT costs to internal customers. This is achieved by implementing and maintaining a relevant recharge model. Transparency is in this context defined as the ability to define how the cost for a certain service or function is derived from the underlying components, while traceability is defined as the ability to identify who or what has caused a certain cost.

Supplier will provide invoices that shall be specified and broken down to facilitate cost transparency and cost traceability towards our internal customers. Important dimensions include, but are not limited to, fixed price elements, T&M elements, and expenses (if permitted).

**12.2 Schedule of Fees**

As part of the Project Service Specifications for Projects issued by the Purchaser under this Agreement the Purchaser will advise the required format for any offer, including but not limited to: currency, fixed or variable cost model for the Project, any termination fees, level of liquidated damages (if not as set out in this Appendix), maintenance costs (if applicable) for resulting deliverables.

**12.3 Purchase Orders**

As defined in section 4.3 and 4.4 in the Master Service Agreement the Supplier will only commence work after receipt of a valid Purchase Order or approved change to an existing Purchase Order.

21 February 2019

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**APPENDIX D**  
**to**  
**Master Services Agreement**

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Benchmarking

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2013

16 December

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**1. GENERAL**

- 1.1 This Appendix D is a part of the Master Services Agreement between the Purchaser and the Supplier.
- 1.2 The intention with this Appendix is to provide a framework for how Benchmarking of the Services shall be performed as well as to define what consequences such Benchmarking may have.

**2. DEFINITIONS**

Any capitalised terms used but not specifically defined herein shall have the meanings set out for such terms in the Master Services Agreement. In addition, the capitalised terms set out below in this Section 2 shall for the purposes of this Appendix D have the meanings described herein. All capitalised terms in singular in the list of definitions shall have the same meaning in plural and vice versa.

<b>Term</b>	<b>Definition</b>
<b>Benchmark(ing)</b>	shall have the meaning ascribed to it in Section 3.1 below.

<b>Benchmarking</b>	shall mean an independent third party appointed to perform Benchmarking.
<b>Benchmarked Charge</b>	shall mean the Service Charges payable over the previous twelve (12) months (or such other period as the Parties may agree) for the Benchmarked Services.
<b>Benchmarked Services</b>	shall mean have the meaning ascribed to it in Section 3.2 below.
<b>Comparators</b>	shall mean suppliers providing similar or the same services as the Benchmarked Services and should never be the Supplier itself.
<b>Competitive (1)</b>	shall mean, when applied to the Benchmarked Charge, comparable to the average ( <i>Sw. medelvärde</i> ) of the corresponding Comparator charges as calculated by the Benchmarking on the basis of the Representative Sample.
<b>Competitive (2)</b>	shall mean, when applied to other factors than the Benchmarked Charge (such as <i>e.g.</i> service levels), Professional supplier performance quality and/or service commitment (as applicable), from a purchaser's perspective, as determined by the Benchmarking on the basis of the Representative Sample.
<b>Final Report</b>	shall have the meaning ascribed to it in Section 7.2.
<b>Final Terms of Reference</b>	shall have the meaning ascribed to it in Section 4.2.
<b>Implementation Plan</b>	shall have the meaning ascribed to it in Section 10.1.

<b>Representative Sample</b>	shall mean a group of minimum three (3) Comparators selected by Benchmarking regulating the delivery of services similar to the Benchmarked Services. At least one of the Comparators shall be a non strategic IT supplier to the Purchaser.
<b>Terms of Reference</b>	shall have the meaning ascribed to it in Section 4.1.

### 3. PURPOSE, OBJECT AND FREQUENCY

- 3.1 In addition to other methods of measuring the Supplier's performance and service commitments under this Agreement, the Purchaser shall, as further described in this Appendix D, have the right to initiate a procedure to benchmark the Supplier's performance quality and service commitments under this Agreement, as well as the Service Charges, in order to conclude whether such performance quality, service commitments (including but not limited to the Service Levels), and Service Charges (including but not limited to the Supplier's rate card prices) do not adversely deviate from what can be considered Competitive for comparable services ("Benchmarking").
- 3.2 The Purchaser may initiate a Benchmarking procedure by giving the Supplier at least twenty (20) Business Days' notice in writing, indicating in such notice

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when the Benchmarking activities shall commence and in relation to which Services (the

**“Benchmarked Services”**). The Benchmarked Services may include some (*e.g.* individual Service Objects or parts thereof, on a global or local basis, etc.) or all of the Services. The Purchaser may only initiate Benchmarking procedures once every twelve (12) months and not earlier than twelve (12) months after Commencement Date of the Services to be benchmarked.

#### **4. BENCHMARKING TERMS OF REFERENCE AND CHOICE OF BENCHMARKER**

- 4.1 Commencing no later than twenty (20) Business Days from the Purchaser’s notice of its desire to initiate Benchmarking procedures, as set out in Section 3.2, the Parties shall jointly develop a document detailing the scope, purpose and requirements for such Benchmarking (the “**Terms of Reference**”), and shall use such Terms of Reference to jointly select and engage the Benchmarker best capable of carrying out the Benchmarking activities in question. The Benchmarking shall be based on the following criteria:
- a) data used for the Benchmarking shall not be more than twelve (12) months old, provided that there is more recent data available;
  - b) global prices shall be reflected;
  - c) the Purchaser’s requirements of onsite and offsite personnel;
  - d) the Purchaser’s requirements of in which geography the Service shall be delivered;
  - e) the scope and volume of Services being delivered to the Purchaser;
  - f) the charging structure during the Term of the Agreement, including any special arrangements and any other information relating to the charging structure as deemed necessary by either party;

- g) the terms and conditions upon which the Services or goods are provided; and
- h) the Term of the Agreement.

- 4.2 The Supplier may not unreasonably withhold, delay or condition its acceptance of the Purchaser's desire to measure any particular part of the Supplier's performance quality or service commitments as far as they relate to the Agreement, and may never under any circumstances withhold, delay or condition the Purchaser's desire to Benchmark the Service Charges. The selected Benchmarker's detailed process description shall be added to the Terms of Reference. The Parties and the Benchmarker shall also add, as appropriate, details relating to metrics, governance, contracts, assumptions, resources, roles, communication, risks, plan and schedule (altogether constituting the "**Final Terms of Reference**"). The Final Terms of Reference shall govern the detailed execution of the Benchmarking.
- 4.3 The Benchmarker shall be independent of the Purchaser Group and the Supplier Group and must be sufficiently qualified for the assignment, *i.e.* skilled and experienced in – and well reputed for – providing objective and professional benchmarking services such as the Benchmarking. The Benchmarker may not be a trade association, common interest organisation or, unless the Supplier agrees thereto in writing, a direct market competitor of the Supplier.
- 4.4 If the Parties have not been able to agree on the choice of Benchmarker within twenty (20) Business Days from the date when the work on the Terms of Reference commenced, the Purchaser shall chose any of the following firms to conduct the Benchmarking; J.D. Power, Strategy Analytics, Gartner, Compass, Maturity, ProBenchmark, OliverWyman, AT Kearney, EquaTerra or Forrester Research, and notify the Supplier of its choice. Further, if the Parties have not during a twenty (20) Business Day period after the appointment of a Benchmarker (according to Section 4.3 and 4.4) been able to agree on the Terms of Reference, the Parties shall accept that the Benchmarker itself has the mandate to establish the Terms of Reference (to be included in the Final Terms of Reference). For the avoidance of doubt, the Benchmarker may never be a direct competitor to the Supplier.
- 4.5 As a condition to its engagement, the Benchmarker shall commit to an appropriate confidentiality agreement in accordance to the confidentiality undertaking set forth in the Master Services Agreement.
- 4.6 The Benchmarker shall agree in writing to abide by the terms of this Appendix D and the Final Terms of Reference.

## **5. INFORMATION AND ASSISTANCE**

- 5.1.1 The Purchaser Group and the Supplier Group shall cooperate to facilitate the Benchmarking, including, without limitation, by timely (as requested by the Benchmarker) providing such reasonable information as is necessary to conduct the Benchmarking and ensure a "like-for-like" comparison of services, such as *e.g.* Service

Levels and Service Level performance, Service Charges (including any rate card prices), Service volumes (committed as well as actual), investments made and other material terms and conditions. For the avoidance of doubt, the Benchmarker shall always be allowed access to all parts of this Agreement and all reports and documents drafted by the Parties in relation hereto. The Supplier shall however not be obliged to share Confidential Information related to; internal costs and margins, personal data of its personnel or specific information concerning any of its other customers or any other information which can reasonably be considered as a trade secret of the Supplier.

- 5.1.2 The Supplier agrees that should it fail to provide data, which is reasonable necessary for the Benchmarking report, or otherwise comply in a reasonable timely manner with the instructions of the Benchmarker, the Benchmarker may base the Benchmarking report solely on data and information provided by the Purchaser or gathered through external sources, which may adversely impact the result of the Benchmarking (to the disadvantage of the Supplier). The Benchmarker shall however before doing so provide the Supplier with a written final deadline of at least twenty (20) Business Days to provide the documentation required by the Benchmarker and if the Supplier can provide a reasonable explanation as to why certain information may not be provided within such timeframe, give the Supplier a reasonable extension of time for the provision of such information and to rectify any errors in the information provided. The Benchmarking should never interrupt the Service delivery to the Purchaser or any other of the Suppliers customers.

- 5.2 Further, in the event that the Supplier fails to provide data and information or otherwise assist in the Benchmarking procedure, and if the Supplier has not rectified such failure within forty-five (45) Business Days from notification thereof, the Purchaser shall have the right, but no obligation, to immediately terminate the Benchmark Service(s) which the failure relate to, in whole or in part, after giving the Supplier in writing a remedy period of thirty (30) days for such termination (irrespective of what is set out in Section 19 of the Master Services Agreement). For the avoidance of doubt, Section 20 of the Master Services Agreement shall still apply when Benchmark Service(s) are terminated in accordance with this Section 5.2, as applicable. In connection with any such termination, the Purchaser shall not be liable for any termination fees or other cost, expense, penalty or liability whatsoever (except that the Purchaser shall pay any properly rendered Service Charge invoices received for Services performed prior to the effective date of such termination).

## **6. THE BENCHMARKING PROCESS**

- 6.1 The Benchmarker shall:
- (a) employ a best practice price-benchmarking methodology;
  - (b) provide a Representative Sample, selected by the Benchmarker in its sole discretion in relation to the purpose of the Benchmarking;
  - (c) invite the Parties to discuss the characteristics of the Comparators to ensure that the Comparators are suitable for the purpose of the Benchmarking;

- (d) ensure that all comparisons are on a like-for-like basis by making normalising adjustments for all material differences between each individual Comparator and the Purchaser/Supplier environment;
  - (e) as follows from what is set out in Section (d) above, take account of all factors which if not taken into consideration could result in the Benchmarking ending up with an unfair view of the Benchmarked Services, the performance quality, service commitments and/or Service Charges relating thereto; and
  - (f) in the event Comparator prices are not based on contracts which were signed in the same currency as in the Agreement (including relevant Local Services Agreement), consideration shall be taken to currency fluctuations and currency risk when making the like-for-like comparison referred to in (d) above, by converting each price into the same currency as the currency in the Agreement using the average exchange rate prevailing during the three (3) months before such Comparator price was originally agreed.
- 6.2 The Benchmarking shall be conducted collaboratively with the Parties being fully and equally involved throughout. All communications between the Parties and the Benchmarking which relate to the Benchmarking shall be shared concurrently among the three parties. Throughout the Benchmarking process, the Benchmarking shall routinely provide the Parties with details of its process, assumptions, data, analysis and calculations, to the extent required for both the Purchaser and the Supplier to be satisfied that the process has been objectively conducted in accordance with the Final Terms of Reference, and without bias, error, omission or misunderstanding.
- 6.3 Notwithstanding any other provisions in this document, the Benchmarking shall not be asked to compromise its duty of confidentiality to its other clients, and shall have the right to take reasonable steps to protect its intellectual property rights.

## 7. BENCHMARKER REPORT

- 7.1 The Benchmarking shall submit to both Parties a draft report for their comments. The Parties shall be granted at least twenty (20) Business Days to prepare and submit their comments to the Benchmarking and such comments shall also be submitted simultaneously to the other Party. The Benchmarking shall provide access to all relevant information as reasonably required by either Party to make an adequate review and analysis of the draft report. Once all questions and comments have been addressed by the Benchmarking to the reasonable satisfaction of both the Purchaser and the Supplier, but in no event later than the date referred to in Section 7.2, the Benchmarking shall issue the Final Report.
- 7.2 The Benchmarking results (the “**Final Report**”) should be prepared and published promptly, but no later than forty-five (45) Business Days from the submission of the draft report.

## 8. COSTS FOR BENCHMARK PROCEDURES

- 8.1 Costs for Benchmark procedures will be paid by Purchaser, if the Benchmarking of Service Charges is being Competitive (after allowing the margin referred to in Section 10.1).  
 However if the Benchmarking referred to herein would result in Service Charges not being Competitive (after allowing the margin referred to in Section 10.1), the Supplier will bear the full costs of the Benchmarking procedures, which shall be reasonable.
- 8.2 Each Party shall bear its own internal costs associated with the Benchmarking and the Party's co-operation with the Benchmarker.

## **9. APPEAL OF THE FINAL REPORT**

The Supplier has the right to, within ten (10) Business Days from receiving the Final Report, appeal the result of the Final Report by sending a written request to the Benchmarker stating what results are appealed and the reasons for such appeal. The same Benchmarker shall then make a new evaluation of the already presented information and the additional information provided by the Supplier and, if applicable, the Purchaser during the new Benchmark process, and issue a new draft report for comments in accordance with Section 7 above, or make a statement that the Final Report stands. The Supplier shall bear the costs of the new Benchmark process, unless the result is substantially different from the first Benchmark, in which case the Purchaser shall bear the costs of the new Benchmark process. If the result of the appeal is that the first decision was right, any adjustments of Service Charges shall be applicable from the time they would have been implemented if the results of the first benchmarking had immediately been accepted.

## **10. CONSEQUENCES OF BENCHMARKING**

- 10.1 If the Final Report shows that; (i) the Benchmarked Charge is not Competitive after allowing a margin of fifteen per cent (15%) for the uncertainties inherent in benchmarking; or (ii) the performance quality or service commitments of the Supplier is not Competitive, the Supplier shall be obligated to prepare within thirty (30) days and submit to the Purchaser a plan for adjustments to the Supplier's future charges and/or performance quality and/or service commitments (the "**Implementation Plan**"), in order to make future Service Charges and/or performance quality and/or service commitments for the Benchmarked Services Competitive (for the avoidance of any doubt taking into account the aforementioned 15 % margin), provided that the actions referred to in such Implementation Plan must not adversely affect in other ways the quality of the Services, Service Levels or other provisions of the Agreement.
- 10.2 If the Supplier has not implemented (i) the adjustments to the Supplier's charges described in an Implementation Plan, if such plan has been agreed between the Parties, or, if no Implementation Plan has been agreed, (ii) any price reductions indicated in the Final Report, within sixty (60) days from the publication of the Final Report it shall entitle the Purchaser to request in writing a renegotiation of the Service Charges for the Benchmarked

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Services. If the Parties have not agreed on any amendments to the Service Charges for the Benchmarked Services within ninety (90) days from the Purchaser's written request as set out above, Purchaser shall be entitled to terminate the Benchmarked Service or Services for convenience in accordance with Section 19.5 of the Master Services Agreement. Notwithstanding anything to the contrary herein, in no event shall a failure by the Supplier to comply with the obligations under this Section 10 be considered as a breach of agreement.

- 10.3 For the avoidance of doubt, there shall in no event be any upward adjustment to any Service Charges as a result of Benchmarking, and the Final Report shall never warrant a decrease in the performance quality or service commitments of the Supplier.

## **11. ALTERNATIVE BENCHMARKING METHODS**

In addition to what is stated above, the Parties may mutually agree on alternative benchmarking methods in benchmarking the Supplier's Service Charges, performance quality and/or service commitments. Subject to the existence of such instruments on the market and the Parties' mutual consent, such alternative methods may include comparisons based on data bases which include sufficient and relevant information (relevant industry practices) required to achieve the purpose of the benchmarking, instead of basing the comparison on individual contracts. The terms and conditions of this Appendix D shall apply *mutatis mutandis* on such alternative benchmarking procedures, as applicable.

## **12. EQUAL RIGHTS OF CHALLENGE**

Either the Purchaser or the Supplier may, not later than twenty (20) Business Days following submission of the Final Report as set forth in Section 7.2, in good faith and with reasonable cause, challenge the Final Report through written notice to the other Party. Any such notice shall include a description of the nature of the challenge in sufficient detail so as to enable the Benchmark and such other Party to assess the motive and merit of the challenge. In this case, the Parties and the Benchmark shall work together to resolve such challenges. A challenge by the Supplier under this Section 12 may never be based substantially on the fact that the Supplier has failed to duly provide the Benchmark with data or otherwise comply in a timely manner with the instructions of the Benchmark, the potential consequences of which are acknowledged by the Supplier under Section 5.1.2 above.

20 March 2019

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## **APPENDIX E**

**to**

### **Master Services Agreement**

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Form of Local Services Agreement

Between

[PURCHASER LOCAL ENTITY]  
and

[SUPPLIER LOCAL ENTITY]

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20 March 2019

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## APPENDICES

1. APPENDIX A - THE LOCAL SERVICES
2. APPENDIX B – LOCAL SERVICE CHARGES





This **LOCAL SERVICE AGREEMENT** (the “**LSA**”) is dated as set out below and made between:

- (1) **[PURCHASER LOCAL ENTITY]**, a limited liability company duly established under the laws of [COUNTRY], with registration number [NUMBER], and having its registered office at [ADDRESS], (the "**Purchaser Local Entity**") and;
- (2) **[SUPPLIER LOCAL ENTITY]**, a limited liability company duly established under the laws of [COUNTRY], with registration number [NUMBER], and having its registered office at [ADDRESS], (the "**Supplier Local Entity**").

Hereinafter, “**Party**” means either the Purchaser Local Entity or the Supplier Local Entity, as appropriate, and “**Parties**” means the Purchaser Local Entity and the Supplier Local Entity.

## **BACKGROUND**

- A. The Purchaser is one of the leading global producers of bars and related products and services. The Purchaser is active on a worldwide basis in various markets and operates manufacturing facilities and research facilities in numerous countries.
- B. The Supplier is a large and well-known provider of information technology services and has extensive experience in the information technology outsourcing industry.
- C. The Purchaser has on [INSERT DATE] entered into a master services agreement with the Supplier for the provision of a Service or a number of Services, including a number of appendices, (the “**Master Services Agreement**”).
- D. In order to effectuate the provisions of the Master Services Agreement on a local level, the Parties to this LSA have negotiated and agreed to the following terms and conditions for the Local Services to be provided by the Supplier Local Entity.

## **1. DEFINITIONS**

Any capitalised terms used but not specifically defined herein, have the meaning set out for such term in the Master Services Agreement. In addition, the capitalised terms set out below shall for the purpose of this LSA have the meanings described herein.

<b>Term</b>	<b>Definition</b>
Effective Date	shall mean the date when this LSA is duly signed by authorized representatives of both Parties.
Local Services	shall have the meaning ascribed to it in Section 3.1.
Master Services Agreement	shall have the meaning ascribed to it in the Background to this LSA, Section C.
Party/Parties	shall have the meaning ascribed to it in the preamble to this LSA.

Purchaser Local Entity	shall mean the Purchaser Related Company who is a Party to this LSA.
Purchaser Locations	shall mean the locations maintained by the Purchaser Local Entity as specified in Appendix A hereto and to which the Local Services shall be provided by the Supplier Local Entity (which may from time to time be varied during the term of this Local Services Agreement pursuant to the provisions of the Master Services Agreement).
Supplier Local Entity	shall mean the Supplier Group entity who is a Party to this LSA.

## 2. INCORPORATION OF MASTER SERVICES AGREEMENTS TERMS AND CONDITIONS

All terms and conditions of the Master Services Agreement are incorporated herein by reference, unless clearly stated something else in this LSA, but all obligations and rights of the Purchaser under the Master Services Agreement shall instead apply for the Purchaser Local Entity and all obligations and rights of the Supplier under the Master Services

Agreement shall instead apply for the Supplier Local Entity. By entering into this LSA the Purchaser Local Entity and Supplier Local Entity confirm that they are bound by, and shall observe and comply with, all such provisions.

## 3. SERVICES PROVIDED, CHARGES AND PAYMENT

- 3.1 The Purchaser Local Entity is, on a local level, purchasing those Services purchased by the Purchaser under the Master Services Agreement specified in Appendix A to this LSA (the “**Local Services**”). Such Appendix, and any amendments to the Local Services proposed from time to time, shall be handled in accordance with Section 4.4 of the Master Services Agreement. For the avoidance of doubt, the Purchaser Local Entity may also purchase New Services not purchased by the Purchaser under the Master Services Agreement, which shall then be handled in accordance with Section 4.5 of the Master Services Agreement, and the New Services shall become a part of the Local Services.
- 3.2 As from the Effective Date and during the term of this LSA the Supplier Local Entity shall provide to the Purchaser Local Entity the Local Services at the Purchaser Locations, as such Local Services may evolve and be supplemented, enhanced or modified, upon written mutual agreement between the Parties. The Supplier Local Entity shall in the provision of the Local Services observe the Service Levels and the other obligations applicable to it pursuant to the Master Services Agreement. For the avoidance of doubt, any Transition Plans, Transformation Plans, Project Plans, Milestones etc. that may be necessary to produce specifically for the Local Services, shall be produced in accordance with the Master Services Agreement. For the avoidance of doubt, the terms relating to liquidated damages and Service Level Credits in the Master Services Agreement shall be applicable also to the LSA, but using the Service Charges or annual

Service Charges (as applicable) set out in the LSA instead as the basis for such calculation of liquidated damages and/or Service Level Credits (however this shall only apply where the term “Service Charges” is used and not in relation to any other agreed amount, if any).

- 3.3 The Purchaser Local Entity shall during the term of this LSA pay to the Supplier Local Entity the Service Charges for Local Services as further set out in Appendix B, which for the avoidance of doubt are the same as in the Master Services Agreement, unless in the cases where there are no such Service Charges for Local Services set out in the Master Service Agreement. Payment shall be made in the manner and on the dates set out in the Master Services Agreement, as applicable.

#### **4. GUARANTEES**

- 4.1 The Purchaser Local Entity is solely responsible for any and all acts and/or omissions by the Purchaser Local Entity under this LSA and the Purchaser assume no liability for any acts and/or omissions by the Purchaser Local Entity under this LSA.
- 4.2 The Supplier Local Entity is solely responsible for any and all acts and/or omissions by the Supplier Local Entity under this LSA and the Supplier assumes no liability for any acts and/or omissions by the Supplier Local Entity under this LSA.

#### **5. TERM AND TERMINATION**

- 5.1 This LSA shall come into effect on the Effective Date and continue during the term of the Master Services Agreement unless terminated earlier in accordance with the provisions of this LSA or the Master Services Agreement.
- 5.2 This LSA shall terminate automatically upon the expiration or termination of the Master Services Agreement in whole, for any reason, or if a Service that is excluded from the Master Services Agreement constitutes the whole or applicable parts of this LSA.
- 5.3 Furthermore, if the Purchaser Local Entity ceases to be a Purchaser Group entity, if applicable, this LSA shall automatically terminate at the execution of the divestment, unless the Purchaser has made use of its rights under Section 3.4.1 of the Master Services Agreement, whereas this LSA shall continue for the term of the Master Service Agreement, in accordance with the terms and conditions set out therein.

#### **6. MISCELLANEOUS**

- 6.1 **Assignment**

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Neither Party has the right to assign any of its rights and obligations under this Agreement without the prior written consent of the other Party which consent shall not be unreasonably withheld.

#### 6.2        **Amendments**

Any amendment to this LSA shall be made as further set out in Section 9 of the Master Services Agreement.

#### 6.3        **Notices**

Any notice, request, demand, waiver, consent, approval, confirmation or other communication under this LSA (other than routine operational communications), shall be in writing and shall be deemed duly given when delivered in the manner, and to the addressees, set out in Section 21.7.1 of the Master Services Agreement, provided that additional copies thereof shall be given to:

In the case of the Purchaser Local Entity:  
[INSERT RELEVANT CONTACT DETAILS]

In the case of the Supplier Local Entity:  
[INSERT RELEVANT CONTACT DETAILS]

A Party may from time to time change its address or designee for notification purposes by giving the other Party prior written notice of the new address or designee and the date upon which it will become effective.

#### 6.4        **Severability**

In the event that any provisions of this LSA conflicts with Applicable Law under which this LSA is to be construed or if any such provision is held invalid by an arbitrator or a court with jurisdiction over the Parties, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with Applicable Law. The remainder of this LSA shall remain in full force and effect.

### 7.        **[SPECIFIC PROVISIONS]**

IF ANY SPECIFIC TERMS DUE TO LOCAL LEGISLATION, ALLOWED DEVIATIONS ACCORDING TO THE MSA OR SIMILAR IS NECESSARY, IT CAN BE INCLUDED HERE.]

### 8.        **GOVERNING LAW AND DISPUTE RESOLUTION**

- 8.1.1      This LSA shall be governed by the substantive laws of Sweden without giving regard to its choice of law principles, unless otherwise follows from mandatory Applicable Law.  
[ALTERNATIVELY (I.E. CHOOSE ONLY ONE OPTION), IF BOTH PARTIES UNDER THE LSA HAVE THEIR REGISTERED PLACES OF BUSINESS IN THE

PEOPLE'S REPUBLIC OF CHINA: This LSA shall be governed by the substantive laws of the People's Republic of China, without giving regard to its choice of law principles.]

- 8.2 Any disagreement or dispute between the Parties regarding this LSA shall be escalated to the Development and Commercial Committee who shall try to resolve the dispute in good faith, and if needed escalate it in accordance with the Governance Procedures. If such good faith discussion fails to resolve the disagreement it shall be solved in accordance with the following Sections.
- 8.3 [Any dispute, controversy or claim arising out of or in connection with the LSA or the breach, termination or invalidity thereof, shall be solved by mediation in accordance with the Rules of the Mediation Institute of the Stockholm Chamber of Commerce (the "SCC"). Where the dispute is not settled by mediation, it shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the SCC. The seat of arbitration shall be Gothenburg, Sweden and the language to be used in the arbitral proceedings shall be English.]

ALTERNATIVELY (I.E. CHOOSE SCC OR CIETAC), IF BOTH PARTIES UNDER THE LSA HAVE THEIR REGISTERED PLACES OF BUSINESS IN THE PEOPLE'S REPUBLIC OF CHINA:

[Any dispute, controversy or claim arising out of or in connection with the LSA or the breach, termination or invalidity thereof, shall be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) for arbitration which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both Parties. The place of arbitration shall be Shanghai where also the oral hearings shall be held. The language of the arbitration shall be English. The arbitral tribunal shall consist of three arbitrators. The arbitrators appointed by the Parties as well as any arbitrator appointed by CIETAC need not be a member of the Panel of Arbitrators issued by CIETAC. The presiding arbitrator shall not be a national of the People's Republic of China or Sweden. The arbitral tribunal shall adopt an adversarial approach when examining the case. The Summary Procedure for claims not exceeding RMB 2,000,000 set out in Chapter IV of the CIETAC Rules shall not apply.]

- 8.4 Notwithstanding the foregoing, each Party shall always be entitled at any time to apply to any court of competent jurisdiction for interim relief.
- 8.5 In any arbitration proceeding, any legal proceeding to enforce any arbitration award, or any other legal proceedings between the Parties relating to the Agreement, each Party expressly waives the defences of sovereign immunity and any other defence based on the fact or allegation that it is an agency or instrumentality of a sovereign state. Such waiver includes a waiver of any defence of sovereign immunity in respect of enforcement of arbitral awards and/or sovereign immunity from execution over any of its assets.
- 8.6 The Parties undertake and agree that all arbitral proceedings conducted shall be kept strictly confidential, and all information, documentation, materials in whatever form disclosed in the course of such arbitral proceeding shall be used solely for the purpose of those proceedings.

- 8.7 The English version of the Agreement shall take precedence over any translation thereof.
- 

**IN WITNESS WHEREOF**, this Local Service Agreement has been signed in two (2) originals, of which the Parties have received one (1) each.

[PURCHASER LOCAL ENTITY]

Date:

[SUPPLIER LOCAL ENTITY]

Date:

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[Clarification of signature:]

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[Clarification of signature:]

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[Clarification of signature:]

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[Clarification of signature:]

#### **APPENDIX A - THE LOCAL SERVICES**

**APPENDIX B – LOCAL SERVICE CHARGES**



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04 March 2022

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## **APPENDIX F**

**to**

### **Master Services Agreement**

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Service Level Agreement

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04 March 2022

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## 1. GENERAL

- 1.1 This Appendix F is a part of the Master Services Agreement between the Purchaser and the Supplier. This document specifies and regulates the Service Levels and mechanisms related thereto that will apply to the Services as agreed in the Agreement and as further specified and/or supplemented in the respective Service Specifications. If nothing else is specified in a Service Object Service Specification, all hourly calculations and limits should be measured against the agreed Service hours.

## 2. DEFINITIONS

Any capitalised terms used but not specifically defined herein shall have the meanings set out for such terms in the Master Services Agreement. In addition, the capitalised terms set out below in this Section 2 shall for the purposes of this Appendix F have the meanings described herein. All capitalised terms in singular in the list of definitions shall have the same meaning in plural and vice versa.

Term	Definition
Acceptable Service Level	Shall have the meaning ascribed to it in Exhibit 1
“Business Criticality Assessment” or “BCA”	Shall mean the agreed business criticality assessment performed by the Purchaser under which applications within the scope of the Services are classified as either A, B, C, D or E depending on the criticality thereof from the Purchaser’s perspective.
“Key Performance Indicator” or “KPI”	Shall mean an indicator by which a Service Level shall be measured and to which Service Bonus can be payable.
Metric	Shall have the meaning ascribed to it in Exhibit 1
Month	Shall mean calendar month.
“Performance Indicator” or “PI”	Shall mean an indicator by which a Service Level shall be measured and to which no Service Bonuses shall be payable.
Performance Report	Shall have the meaning ascribed to it in Section 7.1 below.
Planned Downtime	Shall have the meaning ascribed to it in Section 5.1 below.
Service Bonus	Shall mean the agreed amount payable from the Purchaser to the Supplier as calculated in the Service Bonus Model
Service Bonus Model	Shall mean the model, ascribed in Section 5 below, defining how to calculate the Service Bonus.
Service Recipient’s End User	Shall mean an individual being the end-user or other final recipient or beneficiary of a Service, whose work is dependent on the functionality of the said Service, e.g. a Service Recipient employee operating a system maintained by the Supplier.

Service Level	Shall mean an agreed level of performance for a Service, which shall be met or exceeded by the Supplier, measured by KPIs or PIs (as the case may be).
Service Window	Shall have the meaning ascribed to it in Section 5.1 below.
Target Service Level	Shall have the meaning ascribed to it in Exhibit 1

### **3. GENERAL INTRODUCTION**

#### **3.1 General**

- 3.1.1 As of the Effective Date, the Parties have agreed to measure KPIs, PIs and Metrics which shall commence on the Commencement Date.
- 3.1.2 Furthermore, the Parties have defined and may introduce more Performance Indicators (PI). The PIs stated in Exhibit 1 to this Appendix are valid and applicable for all Services. PIs that are applicable for specific Services/Service Objects are (if applicable) set out in the relevant Service Specification.

#### **3.2 The three types of measurements: KPIs, PIs and Metrics**

- 3.2.1 **KPIs** cover the basic level of functionality and quality of the Services, such as incident resolution times and incident response times. KPIs for a Service Object are defined in the Service Specification and can be selected from the PIs defined in Exhibit 1 and/or defined in the specific Service Specification. KPIs are always subject to Service Bonus. Service Object specific KPIs and Service Levels may be changed by the Purchaser with one (1) month's written notice to the Supplier upon mutual agreement between the parties. The total number of KPIs and PIs for a specific Service Object is limited to eight (8), unless otherwise agreed between the Parties.
- 3.2.2 **PIs** are performance indicators measuring different parts of the Services being delivered. PIs are not subject to Service Bonus themselves, although it's a prerequisite that the PIs are met to receive Service Bonus (ref Section 5.5). PIs can be added or removed by the Purchaser at its sole discretion. The Purchaser is entitled to, with one (1) month's notice, elevate any PI to a KPI for a specific Service, however subject to the limitations of total number of KPIs and PIs stated in Section 3.2.1 above. Without prejudice to that right, the Purchaser shall discuss such amendment with the Supplier prior to the elevation of a PI to a KPI.
- 3.2.3 **Metrics** are indicators measuring different parts of the Services being delivered as well as the Suppliers general performance in different areas. The intent with Metrics is to follow trends, capture progress etc and Metrics do not have a specific target. Metrics are not subject to Service Bonus. Metrics can be added or removed by the Purchaser at its sole discretion. The Purchaser is entitled to, with one (1) month's notice, elevate any Metric to a PI for a specific Service. Without prejudice to that right, the Purchaser shall discuss such amendment with the Supplier prior to the elevation of a Metric to a PI.

### **4. SERVICE LEVELS**

- 4.1 The Service Levels will be used to measure the Services provided by the Supplier and ensure that said Services meet the expectations and requirements of the Purchaser. All Service Levels are measured on a Monthly basis unless stated otherwise in the applicable Service Specification.

- 4.2 The Service Levels shall be applied as of the Commencement Date and remain in effect until the last Service governed by a Service Level under the Agreement has ceased to be provided by the Supplier (*i.e.* also after the Expiration Date, as may be the case *e.g.* due to the provisions in the Master Services Agreement).
- 4.3 PIs are defined for a number of important applications and services included in the Services, and may be measured against a Service Level, but may also be measured without any defined expected level of performance. However, should the Supplier during two (2) out of any consecutive six (6) measurement periods fail to meet the agreed level (if any) for a particular PI, the Supplier shall use the Problem Management process as set out in Appendix P to find a root cause. Once a root cause is identified, the Supplier shall plan for and implement the problem solution for the underlying root cause.
- 4.4 Should the Supplier fail to meet or believe to be in risk of failing to meet any Service Level hereunder, irrespective of whether it is measured by a KPI or PI, the Supplier shall make all commercially reasonable efforts to mitigate such failure and remedy any underlying error causing it to fail or be in risk of failing such Service Level. The Supplier shall also promptly notify the Purchaser as soon as it becomes aware of events that may cause the Supplier to fail meeting a Service Level.
- 4.5 Notwithstanding the aforesaid, the Supplier shall still measure the Service Levels during said period and shall use its best efforts to meet the agreed Service Levels.
- 4.6 During the Transition and the first three (3) months after Commencement Date of a Service Object the Supplier has the right to assess all newly transitioned Services to verify whether the respective solutions contain deficiencies that prevent the Service from being delivered according to agreed Service Levels. Where there are clear deficiencies in a solution that from a Service Level perspective is not possible to mitigate through other measures than reworking the solution, the Supplier and the Purchaser shall agree on a mitigation plan. Where the Parties do not agree on implementation of required mitigation, new Service Levels shall be agreed between the Parties.
- 4.7 For Services that the Supplier was responsible for providing to the Purchaser prior to the Effective Date and where the Supplier has previously identified and clearly communicated clear and material deficiencies to the Purchaser or where the Parties agree that both sides have been aware of deficiencies that materially prevent the Service from being delivered according to the agreed Service Levels, the Supplier and the Purchaser shall agree on a mitigation plan. Where the Parties do not agree on implementation of required mitigations, new Service Levels that reflect the deficiency shall be agreed between the Parties following good faith discussions in accordance with the Change Control Procedures.
- 4.8 During Transition and the first three (3) months after Commencement Date of a Service Object the Supplier also has the right to, for Services subject to Transition, identify solutions that due to work performed by previous supplier has unreasonable amounts of incidents (materially higher than compared to other Services) and require unreasonable amounts of corrective work. The Purchaser and the Supplier shall then agree on mitigation plans for those solutions.

## 5. SERVICE BONUS

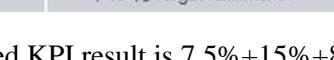
- 5.1 The Service Bonus Model is based on the elected KPIs and is calculating the Service Bonus on the performance of Service Levels from the Acceptable Service Level up to the Target Service Level.
- 5.2 The Service Bonus is Service Object specific i.e. the KPIs to be included in the Service Bonus Model is specified in the specific Service Specification. The elected KPIs must have a clear definition of Service Levels and measurable criteria's of Acceptable Service Levels and Target Service Levels.
- 5.3 The number of KPI's included in the Service Bonus Model shall be minimum two (2) and maximum four (4). Each KPI shall be weighted in % and the total sum for all KPI weights shall be 100% and each specific KPI must have a weight of minimum 10% and maximum 75%

On a Monthly basis the target fulfillment is measured as the level achieved from Acceptable Service Level up to the Target Service Level. The target fulfillment is expressed in % between 0% (Acceptable Service Level) and 100% (Target Service level), and the target fulfillment can never be higher than 100%.

- 5.4 The calculation of the Service Bonus in the Service Bonus Model is done by
  - 1) for each KPI identify the result by multiply the weight with the target fulfilment
  - 2) Summarize the result for all KPIs (Note: the result can never exceed 100%)
  - 3) The Service Bonus is calculated as the summarized KPI results multiplied with the Total Bonus Value (as defined in Exhibit 2 for the specific Service Object Specification). For avoidance of doubt, the Service Bonus can never exceed the Total Bonus Value.

Example:

### Example of calculation with 4 bonus driving KPIs

KPI	Weight	Acceptable Service Level	Target Service Level	Target fulfillment (%)	Result Target fulfillment x weight
KPI1	25%	A	X		$30\% * 25\% = 7.5\%$
KPI2	25%	B	Y		$60\% * 25\% = 15\%$
KPI3	10%	C	Z		$80\% * 10\% = 8\%$
KPI4	40%	D	W		$10\% * 40\% = 4\%$

In the table above the summarized KPI result is  $7.5\% + 15\% + 8\% + 4\% = 34.5\%$

If the Total Bonus Value is 50.000 USD, the Service Bonus is  $34.5\% \times 50.000 = 17.250$  USD

- 5.5 A prerequisite for receiving Service Bonus for a specific Month is that the Supplier is not in breach of any Service Level for any of the KPIs and the PIs in Appendix F and/or in the specific Service Object, i.e. the Supplier has achieved at least an Acceptable Service Level for all these KPIs and PIs. If the Supplier can demonstrate that the breach of the Service Level is not caused by any act or omission of the Supplier or any third party for which it is responsible, then the Service Bonus shall be valid for the Supplier. For the avoidance of doubt, the Parties specifically note that the Supplier shall take a comprehensive responsibility for the provision of the Services within a Service Object, and that the foregoing not shall be interpreted as to restrict such responsibility.
- 5.6 The amount of any Service Bonuses payable by the Purchaser to the Supplier shall be established at the latest at the end of the Month following the Month of measurement. At the end of each quarter the Purchaser shall pay to the Supplier the settled Service Bonuses. Service Bonus shall be paid on a quarterly base and the payable amount shall be settled the month following the payable quarter whereafter the Supplier can send an invoice on the payable amount to the Purchaser.

## 6. SERVICE WINDOWS AND PLANNED DOWNTIME

- 6.1 Certain service windows are defined in the Service Specifications (the “Service Windows”). These Service Windows define the agreed time windows where the Supplier can carry out planned work and preventive maintenance that will affect the quality of the Services experienced by the Service Recipient’s End Users. Any work involving downtime or which in any other way should be reasonably expected to affect the quality of the Services as experienced by the Service Recipient’s End Users shall be planned and carried out inside the limits of the Service Windows (hereinafter referred to as “Planned Downtime”). The Parties can agree that any downtime outside of Service Windows can be considered as Planned Downtime if agreed in writing. The Purchaser acknowledges and agrees that it may

need to participate in the work executed during Planned Downtime if so reasonably requested by the Supplier.

- 6.2 Irrespective of whether any particular work and/or preventive maintenance constitutes Planned Downtime or work performed outside of the Service Windows, the Supplier shall at all times make all commercially reasonable efforts to keep to a minimum any downtime, outage and other reductions in quality of the Services experienced by the Service Recipient's End Users.
- 6.3 Planned Downtime shall be excluded from the Service Level measurements. The amount of time to be excluded from the Service Level measurement shall be the start time of the Planned Downtime until the earliest out of either (i) the end of the full Planned Downtime, or (ii) the earlier point in time when the Supplier gives written notice that the work or preventive maintenance is finished.
- 6.4 Supplier shall measure and report Planned Downtime as well as unplanned downtime, outage or any other not insignificant reduction in quality of the Services experienced by the Service Recipient's End Users, as part of its commitment to produce Performance Reports pursuant to Section 7 below.

## 7. SERVICE LEVEL GOVERNANCE

- 7.1 The performance of the Supplier in relation to the Service Levels described in this Appendix F and any Service Object specific Service Level shall be continuously measured by the Supplier. The Supplier shall furthermore provide to the Purchaser reporting (in a format agreed during the Transition Period) of its actual performance (“**Performance Reports**”). Such Performance reports shall be made for each Service Specification and include, at the least, the following:

- (a) What Service Levels that have been measured for which Services under which Service Specification.
- (b) The Supplier’s actual performance measured against the Service Levels for each KPI and/or PI.
- (c) Appropriate supporting details, such as documentation of the calculation of the Service Bonuses.
- (d) Actions taken or planned to address any gap between actual performance of a specific Service and the agreed Service Levels.
- (e) The information regarding Planned Downtime etc. mentioned in Section 5.4 above.

Said Performance Reports, covering both Service Levels described in this Appendix F and any Service Object specific Service Levels, shall be delivered to the Purchaser within ten (10) Business Days of the end of each Month. For the avoidance of doubt, the reporting obligation of the Supplier set out under this Section 7.1 applies whether or not a Service Bonus is payable.

- 7.2 In addition to what is stated in Section 7.1 above, the Supplier shall report the aggregated financial impact of the Service Bonus, as related to the Service Charges, on a quarterly basis to the Tactical Committee, as further specified in Appendix J.
- 7.3 Should the Purchaser at any time wish to verify the reported performance in a Performance Report, the Supplier shall upon the Purchaser's written request promptly disclose all relevant source data relating thereto.
- 7.4 If a New Service is included under the Agreement, the Service shall for the avoidance of doubt automatically be measured and be subject to the existing Service Levels, which are generally applicable for all Services provided by the Supplier, and any specific Service Levels agreed in the relevant Service Specification for such New Service.

## **EXHIBIT 1**

### **1. INTRODUCTION**

- 1.1 This Exhibit 1 describes the Service Levels, PIs and Metrics that are valid for all Services being provided by the Supplier, and are consequently applicable across all applications, processes, services and platforms in accordance with the application classification A-E as identified for each application, process, service and platform in the relevant Service Specification. The Supplier's performance, measured by the PIs and Metrics set out in this Exhibit, shall be reported Monthly on a 13 Month rolling basis unless otherwise agreed between the Parties.

### **2. SERVICE LEVEL AND PI**

#### **2.1 Incident Management**

##### **2.1.1 Definition of common PIs**

The following PIs shall be implemented, measured and reported for all CIs (Configuration Items) within a Service Object for Incident Management.

<b>PI</b>	<b>PI Definition</b>

Incident resolution time	<p>Incidents and incident resolution time per CI.</p> <p>Time is calculated from the moment when the Supplier receives the incident until the incident is resolved/closed or and approved workaround is in place.</p> <p>The Supplier shall for all incidents report all relevant data to the Purchaser, this includes incident resolution, incident response, incident escalation times and incident re-assignment/reopening.</p> <p>All incident measurements shall be reported with trends +12 months per CI.</p>
Incident escalation time	<p>Incident escalation time per CI.</p> <p>All incidents that are assigned to a resolver group that is not responsible for the resolution shall be reassigned in a timely manner.</p> <p>Time is calculated from the moment Supplier receives the incident until the incident is escalated back to Service Desk or to another resolver group.</p>
Re-assigned incident tickets	Number of tickets being reassigned to the same resolver group one or more times.
Re-opened incident tickets	Number of tickets being reopened by the same resolver group after set to resolved
Aging problem tickets	Aging problem tickets shall be calculated based upon the time from when a ticket is raised until root cause analysis is approved.

### 2.1.2 Acceptable and Target Service Levels

The Acceptable Service Level is the Purchasers minimum acceptable Service Level and the Target Service Level is the wanted performance level and these shall also be used in the Service Bonus Model to calculate the Service Bonus. The Acceptable Service Levels for different incident priority levels and BCAs for the PIs is defined in the table below. The Target Service Levels, for the PIs elected to be KPIs, shall be defined in the Service Object Specification for each Service Object.

The infrastructure, platforms and other supporting services have no classification of their own. The classification of infrastructure, platforms and other supporting services shall in case of incidents be the same as the highest classified application impacted by the incident. In case of incidents in nonproduction environments e.g. development and test environments for applications, they should be handled according to the E classification table. The exceptions to this is where so called nonproduction environments are on special occasions business critical due to e.g. launch of new bar models. In such instances necessary precautions shall be agreed between the Parties in due time.

<b>Application classification A-E</b>	<b>P1*)</b>	<b>P2**) </b>	<b>P3</b>	<b>P4</b>	<b>P5</b>
Acceptable Service Levels					
Incident resolution time	1 h (Aapplications)  2h (B-E applications  ***)	4 h ***)	10 h  Acceptable level: min 98% of all incidents within time	30 h  Acceptable level: min 98% of all incidents within time	480 h
Incident escalation time	-	1,5 h ***)	3 h  Acceptable level: min 98% of all incidents within time	5 h	12 h
Re-assigned incident tickets	<1% of total tickets.				
Re-opened incident tickets	<1% of total tickets.				
Aging problem tickets	No open ticket shall be older than 45 days without an RCA approved.	No open ticket shall be older than 45 days without an RCA approved.	No open ticket shall be older than 45 days without an RCA approved.	No open ticket shall be older than 45 days without an RCA approved.	No open ticket shall be older than 45 days without an RCA approved.

\*) Specific Services classified as C, D or E cannot suffer P1 incidents. However, an incident can be classified as P1, if such Service in some periods during the year or month is considered to be critical, as communicated by the Purchaser to the Supplier. This information should then be included in the knowledge base used and maintained by the Service Desk.

\*\*) Specific Services classified as E cannot suffer P2 incidents. However an incident can be classified as P1, if such Service in some periods during the year or month is considered to be critical, as communicated by the Purchaser to the Supplier. This information should then be included in the

knowledge base used and maintained by the Service Desk. If non-production incidents during some specific occasions should be considered to be critical, this needs to be agreed upon with the Service Desk as well as with the Supplier for the Service Object.

\*\*\*) Acceptable Service Level is also related to the total number of incidents. The table below defines the maximum number of breaches to the Service Level in the relation to the total number of incidents that is accepted and in which the Acceptable Service Level is fulfilled:

Total number of incident (per priority level)	Maximum number of breaches (per priority level)
0-10	0
11-20	1
21-30	2
31-40	3
41-50	4
>50	5

### 2.1.3 Service Object specific KPIs, PIs and Service Levels.

KPIs, PIs and Service Levels set out for a specific Service Object, identified in the relevant Service Specification, are to be reported Monthly on a 13 Month rolling basis unless otherwise agreed between the Parties. KPIs and PIs must have a clear definition of Service Levels and measurable criteria's of Acceptable Service Levels and for KPIs also Target Service Levels need to be defined.

## 3. METRICS

### 3.1 General Metrics

The following Metrics shall be implemented, measured and reported for all CIs (Configuration Items) within a Service Object, based on applicability for the Service (ie only Metrics which are relevant and measurable for a Service or part of a Service).

Metric	Metric Definition
Incident volumes	Trend of incident volumes for all CIs in the Service Object. Increasing trend always needs to be explained and corrective measures taken whenever possible

First tier closure	Each Service Object shall monitor and report on the percentage of tickets that are closed by the Service Desk without escalation to other resolver team, to follow the shift left activities performed within the Service Desk.
Mean Time to Restore Service	From an E2E-perspective – the average time to restore service in case of P1 and P2 incidents impacting business and/or users
Reliability - Mean Time between failure	Average of the MTBF's calculated for P1's and P2's  MTBF = total operational uptime between failures / number of failures
Number of closed problems with identified corrective actions	Total number of closed problems with identified corrective actions during the reporting month, per CI.  Relevant for problems originated from P1 and P2 incidents
Number of open problems	Total number of open problems per CI.  Relevant for problems reported in Service Now
Change Failure Rate	Percentage of changes to production or released to end-users that results in degraded service. Failures that require remediation in terms of e.g. a hotfix, rollback, fix forward or patch
Vulnerabilities in codebase including severity	The number of vulnerabilities identified by security scanning tools
Coverage of SAST of complete codebase	Percentage (%) of number of applications performed SAST (Static Application Security Testing) of total delivery
Coverage of SCA on applications	Percentage (%) of number of applications performed SCA (Software Composition Analysis) of total delivery
Developers trained in software security	Percentage (%) of all developers that have received secure development training (secure coding)

Code quality	To be further detailed
Code debt	To be further detailed
Deployment Frequency	Frequency of code deployed to production
Mean Lead Time for Changes	Lead time from committed change to code successfully running in production

### 3.2 Vendor Metrics

The following Metrics shall be implemented, measured and reported on a general level for the Supplier and be able to break down on for example SO or/and product cluster.

Metric	Metric Definition	Objective
Fulfillment of "resource" requests	Average time from request to " <i>operational resource with correct competence</i> " within the Services.	
Attrition rate	Is the number of people who have left the Services, divided by the average number of people in the Services over the last 12 months.	
Offshore leverage	Percentage of the total number that is located offshore.	
Environmental footprint	CO2 footprint for the Services calculated according to CDP.	
Diversity	Distribution of gender within the delivery organisation.	

04 March 2022

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21 February 2022

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## **APPENDIX G**

**to**

### **Master Services Agreement**

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Disaster Recovery Services

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21 February 2022

## **1. GENERAL**

- 1.1 This Appendix G is a part of the Master Services Agreement between the Purchaser and the Supplier.
- 1.2 The intention of this Appendix is to provide a framework for how Disaster Recovery Services in relation to the Services provided under the Master Services Agreement shall be planned and performed by the Supplier. There will be no Disaster Recovery Services in relation to Project Services, unless specified otherwise in a specific Service Specification.

## **2. DEFINITIONS**

Any capitalised terms used but not specifically defined herein shall have the meanings set out for such terms in the Master Services Agreement. In addition, the capitalised terms set out below in this Section 2 shall for the purposes of this Appendix G have the meanings described herein. All capitalised terms in singular in the list of definitions shall have the same meaning in plural and vice versa.

<b>Term</b>	<b>Definition</b>
<b>Crisis Manager</b>	shall have the meaning ascribed to it in Section 4.3.
<b>Disaster</b>	<p>A disaster should be declared when there is a risk for the continuing operation of the Purchasers business and / or normal operation is not capable of handling the situation. The situation must also be judged to have a significant impact on the Purchasers business in order for a disaster to be declared. Examples of such situations could be:</p> <ul style="list-style-type: none"> <li>• Health and Safety risks</li> <li>• Financial loss</li> <li>• Loss of customer satisfaction</li> <li>• Loss of staff confidence</li> <li>• Damaged reputation</li> <li>• Negative mass medial publicity</li> <li>• Regulatory / Legal effects</li> <li>• Operational loss</li> <li>• Negative effect on core values</li> <li>• Loss of critical business information</li> </ul>
<b>Disaster Recovery</b>	shall mean recovery after a Disaster, or major disruption, <i>e.g.</i> one technology total outage, resulting in the Purchaser receiving the affected Services at the same level of quality as prior to the Disaster.

<b>Disaster Recovery Plan</b>	shall have the meaning ascribed to it in Section 6.1.1.
<b>Disaster Recovery Tests</b>	shall have the meaning ascribed to it in Section 8.2.

### 3. INTRODUCTION

The Supplier is aware of the fact that the Services provided to the Purchaser are of great importance to the Purchaser and may have a direct impact on the potential success of the business of the Purchaser. The Supplier further understands and acknowledges that the Purchaser has entered into the Agreement on the basis that the Supplier has such exceptional skills, resources and experience to be able to support its business, and that the Purchaser relies on the Supplier's capability. Disaster Recovery Services and business continuity are vital parts of the Supplier's delivery of the Services and will increase the Purchaser's resilience. The Supplier will be responsible for the provision of Disaster Recovery Services and business continuity in relation to the Services provided within the relevant Service Object, in accordance with what is set forth in Section 12.7 of the Master Services Agreement and as further set forth in this Appendix G. The Supplier shall take an active part in the planning and management of the Disaster Recovery Services and business continuity.

### 4. DISASTER RECOVERY SERVICES

#### 4.1 General

- 4.1.1 The Supplier will provide Disaster Recovery Services for the relevant Services at a level of performance which will allow the Purchaser to restore and continue the Purchaser's business operations during a declared Disaster according to the Disaster Recovery Plan and any other requirements set forth in this Appendix G. The Supplier will also provide Disaster Recovery Services for the relevant Services at a level of performance which will allow the Purchaser to restore and continue the Purchaser's business operations during a major disruption.
- 4.1.2 Until the Parties have agreed on a Disaster Recovery Plan in accordance with Section 6 below, the Purchaser's internal disaster recovery plan shall apply.

#### 4.2 Disaster

Only the Purchaser is entitled to declare a situation to be a "Disaster" and the declaration may only be made by individuals that can declare Disaster in the Purchaser Business Continuity Plan (BCP).

#### 4.3 Crisis Manager

The Supplier will assign a crisis manager and a crisis management team that is (i) available within the office hours, and (ii) on stand-by outside the office hours (the "**Crisis Manager**"). In the event of a Disaster declared by the Purchaser, the Purchaser will contact the Crisis Manager. The Crisis Manager is responsible within the Supplier for initiating actions to fulfil the requirements set out herein.

## 5. MANAGEMENT OF THE DISASTER RECOVERY PLAN

### 5.1 The Supplier will:

- (a) provide a Supplier representative who is knowledgeable in Disaster Recovery planning and in the Disaster Recovery Plan, to serve as a single point of contact for Purchaser's Disaster Recovery related communications and activities. The Supplier representative will be responsible for the development and maintenance of the Disaster Recovery Plans and will provide safe storage and distribution of copies to the Purchaser. The Purchaser has the authority to review Supplier's Disaster Recovery Plans as required
- (b) in cooperation with the Purchaser, review and update, if necessary, the Disaster Recovery Plan on an annual basis or as initiated by business and/or technical changes to validate compatibility with the Purchaser's and the Supplier's overall Disaster Recovery strategies and related plans, and
- (c) be responsible for planning, testing and verification of Disaster Recovery including for the Supplier internal systems as required for the Supplier to provide the Service.

### 5.2 The Purchaser will:

- (a) provide a representative who is knowledgeable in Disaster Recovery planning to serve as a single point of contact and that will act as the primary interface to the Supplier's Disaster Recovery representative
- (b) provide a representative that will be available on a continuous basis in the event a Disaster is declared.
- (c) Provide a list with the Services prioritized based on Purchaser's criticality assessment.

## 6. DISASTER RECOVERY PLAN

### 6.1 Requirements

- 6.1.1 A disaster recovery plan will be developed by the Supplier during the Transformation Period, or if no such period exist, as requested by the Purchaser, and will include the following (the "**Disaster Recovery Plan**"):
  - (a) a brief description of the critical services and functions, including a prioritized listing of the Services,
  - (b) the agreed recovery times, recovery points, and frequency of testing for each Service or part of a Service,
  - (c) the hardware and software composing the configuration,

- (d) the hardware and software which the Purchaser will provide, necessary for connection to the Purchaser's data network,
- (e) the Supplier's and the Purchaser's recovery responsibilities,
- (f) contact information of the Purchaser and Supplier's Disaster Recovery representatives,
- (g) identification of recovery teams,
- (h) recovery scenarios, incl. a confidentiality and integrity perspective, as well as the availability perspective
- (i) criteria for Disaster declaration ( if needed in addition to what is stated in Purchaser's Business Continuity Plan) recovery and testing,
- (j) names of those individuals who are authorized by the Purchaser to declare a Disaster as stated in Purchaser's Business Continuity Plan,
- (k) backup process, components, time intervals, etc.,
- (l) technical architecture for the Disaster Recovery system,
- (m) notification procedures,
- (n) recovery information, procedures, and schedules,
- (o) testing results and any required corrective action plans, and
- (p) procedures for maintaining Disaster Recovery Plans for relevant services.

## **7. PROCESSES TO UPDATE THE DISASTER RECOVERY PLAN**

The Disaster Recovery Plan will be updated during the Term when required due to technical or legal changes or changes in the Purchaser's requirements.

- (a) The Supplier is responsible for updating the plan when required due to any change in a service component that impacts correctness and quality of Disaster Recovery Plan.
- (b) The Purchaser will request updates to the Disaster Recovery Plan when the Purchaser's requirements have changed.
- (c) Any changes to the Disaster Recovery Plan will be subject to the Purchaser's review and approval.
- (d) The Purchaser will assist the Supplier in the development of the Disaster Recovery Plan.

- (e) The Purchaser will make available to the Supplier relevant changes to the Purchaser's internal disaster recovery plans or Business Continuity Plans and to requirements on Disaster Recovery and business continuity.

## **8. DISASTER RECOVERY TESTS**

- 8.1 After the presentation and approval of the Disaster Recovery Plan, the Supplier will, in cooperation with the Purchaser, test the Disaster Recovery Plan regularly to validate that the Disaster Recovery Plan remains practicable and current and complies with the requirements in this Appendix G.
- 8.2 The Disaster Recovery Plan will be tested yearly for critical components in the delivery both infrastructure and business capabilities (BCA A and B) or in accordance with a mutually agreed time schedule, set out in the Disaster Recovery Plan (the “**Disaster Recovery Tests**”). Methodology and testing criteria shall be specified in the Disaster Recovery Plan, and shall be in line with the specifications in “Antartica Bars Cybersecurity Directive”. One of the tests will be a ‘controlled failover’ and the other test will be an ‘uncontrolled failover’ and will include various simulated failures.
- 8.3 The Disaster Recovery Tests shall verify that the system(s) are properly managed from a confidentiality and integrity perspective, as well as the availability perspective.
- 8.4 The Supplier will lead the Disaster Recovery Test for the provided Services and provide the Purchaser with a report of the test results following each Disaster Recovery Test. The report will include findings, actions, time plan to close and prioritisations. The Purchaser will assist the Supplier in the testing of the Disaster Recovery Plan.

## **9. BUSINESS IMPACT ASSESSMENT**

- 9.1 To safeguard the Purchaser’s ability to maintain a continued high quality delivery of the Services, the Supplier shall conduct a risk assessment on a yearly basis to evaluate the potential threats on the Supplier’s business in relation to the delivery of the Services, such as electric power and telecommunications failures, failure of a major servers, natural disasters etc.
- 9.2 In order to support the Purchaser, the Supplier shall have a preparedness to manage potential threats that could impact the delivery of the Services. The Supplier shall provide the Purchaser with information of the Supplier’s business impact assessment and Disaster Recovery activities in relation to the Services. For the hazards which in the Supplier’s reasonable view have the highest likelihood to impact the Services, the Supplier shall have documented plans or steps taken to avoid or mitigate such risks.

## **10. REQUIREMENTS IN THE DESISTER RECOVERY PLAN**

- 10.1 For services managed within the Purchaser’s IT environment the requirements in the “Antartica Bars Cybersecurity Directive” shall be followed.

- 10.2 For services managed outside the Purchaser's IT environment the requirements in Antarctica Bars Minimum Cybersecurity Requirements, Appendix O to the Master Services Agreement, shall be followed.

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## **APPENDIX H**

**to**

### **Master Services Agreement**

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Data Transfer Agreement

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## **STANDARD CONTRACTUAL CLAUSES**

International transfers, MODULE TWO: Transfer controller to processor

### **SECTION I**

#### **Clause 1. Purpose and scope**

- (a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal

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data and on the free movement of such data (General Data Protection Regulation)<sup>1</sup> for the transfer of personal data to a third country.

(b) The Parties:

- (i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter “entity/ies”) transferring the personal data, as listed in Annex I.A. (hereinafter each “data exporter”), and
  - (ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A. (hereinafter each “data importer”) have agreed to these standard contractual clauses (hereinafter: “**Clauses**”).
- (c) These Clauses apply with respect to the transfer of personal data as specified in Annex I to SCCs.
  - (d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

### **Clause 2. Effect and invariability of the Clauses**

- (a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46 (2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to

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processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

- (b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

### **Clause 3. Third-party beneficiaries**

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<sup>1</sup> Where the data exporter is a processor subject to Regulation (EU) 2016/679 acting on behalf of a Union institution or body as controller, reliance on these Clauses when engaging another processor (sub-processing) not subject to Regulation (EU) 2016/679 also ensures compliance with Article 29(4) of Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC ([OJ L 295, 21.11.2018, p. 39](#)), to the extent these Clauses and the data protection obligations as set out in the contract or other legal act between the controller and the processor pursuant to Article 29(3) of Regulation (EU) 2018/1725 are aligned. This will in particular be the case where the controller and processor rely on the standard contractual clauses included in Decision 2021/915.

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- (a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:
- (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
  - (ii) Clause 8, Clause 8.1(b), 8.9(a), (c), (d) and (e);
  - (iii) Clause 9, Clause 9(a), (c), (d) and (e);
  - (iv) Clause 12 , Clause 12(a), (d) and (f);
  - (v) Clause 13;
  - (vi) Clause 15.1(c), (d) and (e);
  - (vii) Clause 16(e);
  - (viii) Clause 18, Clause 18(a) and (b);
- (b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

#### **Clause 4. Interpretation**

- (a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
- (b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- (c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

#### **Clause 5. Hierarchy**

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

#### **Clause 6. Description of the transfer(s)**

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I to SCCs.

#### **Clause 7. (optional) Docking clause**

*(omitted)*

### **SECTION II – OBLIGATIONS OF THE PARTIES**

#### **Clause 8. Data protection safeguards**

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

## **8.1. Instructions**

- (a) The data importer shall process the personal data only on documented instructions from the data exporter. The data exporter may give such instructions throughout the duration of the contract.
- (b) The data importer shall immediately inform the data exporter if it is unable to follow those instructions.

## **8.2. Purpose limitation**

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I to SCCs, unless on further instructions from the data exporter.

## **8.3. Transparency**

On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including the measures described in Annex II and personal data, the data exporter may redact part of the text of the Appendix to these Clauses prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information. This Clause is without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

## **8.4. Accuracy**

If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to erase or rectify the data.

## **8.5. Duration of processing and erasure or return of data**

Processing by the data importer shall only take place for the duration specified in Annex I to SCCs. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the data exporter and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

## **8.6. Security of processing**

- (a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter “personal data breach”). In assessing the appropriate level of security, the Parties shall take

due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organisational measures specified in Annex II to SCCs. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.

- (b) The data importer shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- (c) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify the data exporter without undue delay after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.
- (d) The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

### **8.7. Sensitive data**

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter "**sensitive data**"), the data importer shall apply the specific restrictions and/or additional safeguards described in Annex I to SCCs.

### **8.8. Onward transfers**

- (a) The data importer shall only disclose the personal data to a third party on documented instructions from the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union<sup>2</sup> (in the same country as the data importer or in another

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<sup>2</sup> The Agreement on the European Economic Area (EEA Agreement) provides for the

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third country, hereinafter “onward transfer”) if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:

- (i) the onward transfer is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
  - (ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 Regulation of (EU) 2016/679 with respect to the processing in question;
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- (iii) the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
  - (iv) the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.
- (b) Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.
- 8.9. Documentation and compliance**
- (a) The data importer shall promptly and adequately deal with enquiries from the data exporter that relate to the processing under these Clauses.
  - (b) The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the data exporter.
  - (c) The data importer shall make available to the data exporter all information necessary to demonstrate compliance with the obligations set out in these Clauses and at the data exporter’s request, allow for and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or audit, the data exporter may take into account relevant certifications held by the data importer.
  - (d) The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.
  - (e) The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

**Clause 9. Use of sub-processors**

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extension of the European Union’s internal market to the three EEA States Iceland, Liechtenstein and Norway. The Union data protection legislation, including Regulation (EU) 2016/679, is covered by the EEA Agreement and has been incorporated into Annex XI thereto. Therefore, any disclosure by the data importer to a third party located in the EEA does not qualify as an onward transfer for the purpose of these Clauses.

- (a) SPECIFIC PRIOR AUTHORISATION. The data importer shall not sub-contract any of its processing activities performed on behalf of the data exporter under these Clauses to a sub-processor without the data exporter's prior specific written authorisation. The data importer shall submit the request for specific authorisation at least 30 days prior to the engagement of the sub-processor, together with the information necessary to enable the data exporter to decide on the authorisation. The list of sub-processors already authorised by the data exporter can be found in Annex III to SCCs. The Parties shall keep Annex III to SCCs up to date.
- (b) Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the data exporter), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects.<sup>3</sup> The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.
- (c) The data importer shall provide, at the data exporter's request, a copy of such a sub-processor agreement and any subsequent amendments to the data exporter. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.
- (d) The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub-processor to fulfil its obligations under that contract.
- (e) The data importer shall agree a third-party beneficiary clause with the sub-processor whereby - in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent - the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

#### **Clause 10. Data subject rights**

- (a) The data importer shall promptly notify the data exporter of any request it has received from a data subject. It shall not respond to that request itself unless it has been authorised to do so by the data exporter.
- (b) The data importer shall assist the data exporter in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679. In this regard, the Parties shall set out in Annex II the appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.

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<sup>3</sup> This requirement may be satisfied by the sub-processor acceding to these Clauses under the appropriate Module, in accordance with Clause 7.

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- (c) In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the data exporter.

### **Clause 11. Redress**

- (a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.
- (b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.
- (c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:
  - (i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
  - (ii) refer the dispute to the competent courts within the meaning of Clause 18.
- (d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.
- (e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.
- (f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

### **Clause 12. Liability**

- (a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.
- (b) The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data importer or its sub-processor causes the data subject by breaching the third-party beneficiary rights under these Clauses.
- (c) Notwithstanding paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or nonmaterial damages the data exporter or the data importer (or its sub-processor) causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a processor acting on behalf of a controller, to the liability of the controller under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable.

- (d) The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its sub-processor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.
- (e) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.
- (f) The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its / their responsibility for the damage.
- (g) The data importer may not invoke the conduct of a sub-processor to avoid its own liability.

### **Clause 13. Supervision**

- (a) The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I to SCCs, shall act as competent supervisory authority.
- (b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

## **SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES**

### **Clause 14. Local laws and practices affecting compliance with the Clauses**

- (a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.
- (b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
  - (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;

- (ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards<sup>4</sup>;
- (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.
- (c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.
- (d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.
- (e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).
- (f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this

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case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

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<sup>4</sup> As regards the impact of such laws and practices on compliance with these Clauses, different elements may be considered as part of an overall assessment. Such elements may include relevant and documented practical experience with prior instances of requests for disclosure from public authorities, or the absence of such requests, covering a sufficiently representative timeframe. This refers in particular to internal records or other documentation, drawn up on a continuous basis in accordance with due diligence and certified at senior management level, provided that this information can be lawfully shared with third parties. Where this practical experience is relied upon to conclude that the data importer will not be prevented from complying with these Clauses, it needs to be supported by other relevant, objective elements, and it is for the Parties to consider carefully whether these elements together carry sufficient weight, in terms of their reliability and representativeness, to support this conclusion. In particular, the Parties have to take into account whether their practical experience is corroborated and not contradicted by publicly available or otherwise accessible, reliable information on the existence or absence of requests within the same sector and/or the application of the law in practice, such as case law and reports by independent oversight bodies.

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**Clause 15. Obligations of the data importer in case of access by public authorities****15.1. Notification**

- (a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:
  - (i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
  - (ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.
- (b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.
- (c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).
- (d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.
- (e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

**15.2. Review of legality and data minimisation**

- (a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).

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- (b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.
  - (c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

## SECTION IV – FINAL PROVISIONS

### Clause 16. Non-compliance with the Clauses and termination

- (a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
- (b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).
- (c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
  - (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
  - (ii) the data importer is in substantial or persistent breach of these Clauses; or
  - (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.
- (d) In these cases, it shall inform the competent supervisory authority of such noncompliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.
- (e) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.
- (f) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU)

2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

### **Clause 17. Governing law**

These Clauses shall be governed by the law of the EU Member State, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of the data exporter.

### **Clause 18. Choice of forum and jurisdiction**

- (a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
- (b) The Parties agree that those shall be the courts of the country where the data exporter is established.
- (c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
- (d) The Parties agree to submit themselves to the jurisdiction of such courts.

### **Annex I to SCCs.**

### **LIST OF PARTIES**

See the Master Services Agreement.**DESCRIPTION OF TRANSFER**

*Categories of data subjects whose personal data is transferred*

See Exhibit 3 to Service Specification for the applicable Service.

*Categories of personal data transferred*

See Exhibit 3 to Service Specification for the applicable Service.

*Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.*

See Exhibit 3 to Service Specification for the applicable Service.

*The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).*

The data is transferred on a continuous basis

*Nature of the processing*

See Exhibit 3 to Service Specification for the applicable Service.

*Purpose(s) of the data transfer and further processing*

See Exhibit 3 to Service Specification for the applicable Service.

*The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period*

See Exhibit 3 to Service Specification for the applicable Service.

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*For transfers to (sub-)processors, also specify subject matter, nature and duration of the processing*

See Exhibit 3 to Service Specification for the applicable Service.

## **COMPETENT SUPERVISORY AUTHORITY<sup>5</sup>**

Integritetsskyddsmyndigheten (IMY), Stockholm, Sweden

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### **Annex II to SCCs. Technical And Organisational Measures Including Technical And Organisational Measures To Ensure The Security Of The Data**

In addition to the measures provided in Appendix O (Antartica Bars' Minimum Cybersecurity Requirements), the importer shall implement the following technical and organisational measures to ensure security of the data:

#### **Technical and Organizational Measures implemented by HCL**

HCL considers the obligation to safeguard Client provided data as its utmost priority. To safeguard the personal data of Client, HCL will be abiding by its baseline technical and organizational measures as below which will also ensure that the personal data provided by Client is not subject to mass surveillance. HCL also ensures that the subprocessors /sub-contractors also have similar or much stringent technical and organizational measures implemented.

#### **Organizational Measures:**

**Dedicated Privacy Function:** HCL has a well-resourced Privacy function lead by Chief Privacy Officer. The Privacy Program at HCL is designed to demonstrate compliance with leading international data protection laws and standards e.g. GDPR, CCPA, OECD privacy framework, HIPPA, Generally accepted privacy principles etc. The program is supported by established policies, notices, procedures and tools for enabling HCL to comply with privacy by design, data protection impact assessments, personal data security, protection of data subject rights, breach management and maintaining records of processing related requirements.

**Risk Assessments:** periodic risk assessments covering security and privacy control effectiveness assessments are embedded into the engagement life cycle, these assessments include but are not limited to quarterly baseline control assessment, periodic privacy impact assessment and record of processing activities.

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<sup>5</sup> Identify the competent supervisory authority/ies in accordance with Clause 13.

**Data Minimization:** All services at HCL are designed to comply with data minimization principle i.e. Limiting access to data to what is necessary to provide the service in a controller-to-processor scenario.

**Legal and operational procedures:** Though HCL has never received request for data disclosures from any public authority, however, HCL has internal protocols in place to ensure that all data requests are assessed in full detail by a dedicated legal team (where necessary by external legal counsel) taking in account, the type and sensitivity of the data, the nature of the request, the authority making the request, and the impact on the data subject and all legal remedies available under the law are exhausted before any data would be disclosed. The internal processes are currently being uplifted to align with the recently issued supplementary guidelines by the EDPB.

**External Certifications:** HCL's security and privacy practices are certified at an organization level for ISO 27001 and SSAE 18 SOC 1 and SOC 2 (including Privacy Trust Principles).

#### **Contractual Measures:**

As a data processor, HCL processes personal data only as per the instruction provided by the Data Controller in the MSA, DPA, and any other legal agreement between the two entities. HCL will also notify the Data Controller about any request for disclosure of Personal Data received from or processed on behalf of Data Controller by a law enforcement, intelligence agency or other public authority, unless prohibited by law, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation.

#### **Technical and Security Measures:**

Over and above Contractual obligations, HCL follow the below technical and organizational security measures:

#### **Information Security Organization & Compliance**

- HCL has an identified Information Security organization structure which takes care of information security related processes and activities for HCL.
- HCL has defined and documented data privacy policies and process to access to personal data.
- HCL has defined, documented and implemented Risk Management framework to identify risks related to security, privacy and other contractual requirements.
- Mandatory Information Security awareness training is provided through e-Learning module.
- Security incidents are reported through security incident portal.
- All incidents reported are analyzed for root cause and impact. The remedial actions are initiated by the process owners. The key incidents along with their root causes and impact are reported to the management.
- Offshore Operation Location of Data Processor is SSAE 18 compliant.
- Offshore Operation Location of Data Processor is ISO/ IEC 27001 certified.

#### **Physical & Environmental Security**

- Physical access to HCL offices and processing area(s) is controlled by access control mechanism.
- Access to the datacenter is strictly controlled and any change is approved by the HCL technical team.
- Access is provided on need basis only and reviewed periodically.

- Visitor entry is monitored and recorded. Visitors can visit only on prior approval basis.
- Visitors are provided Visitor badges.
- All critical areas are CCTV covered and recordings are maintained for at least 30 days.
- Security guards are deployed on 24X7 basis.
- Security guards are trained to challenge any individual with suspicious movements/ without appropriate identification card.
- Operational area is equipped with fire and smoke detectors and alarms with Fire extinguishers.
- Fire drills including evacuation drills are conducted on predefined frequency.
  
- Power supply to all the computers and other equipment in the building are provided with UPS and generators.
- Temperature and humidity inside the server room is monitored regularly.

### **Laptops, Desktops, Servers, and Networking equipment**

- Operating systems and application patches are recommended by the vendor is tested and applied regularly to the desktops, laptops, Servers, and networking equipment.
- Default IDs are changed and disabled. Their passwords are changed after initial installation. Manufacturers default passwords shall not be used.
- If sharing of files/directories from a server to other computers is required, then it has to be enabled in such a way that only users who have need to know is having the access to the share and the principle of least privilege is followed.
- Remote Diagnostics dial in ports of servers and networking equipment is normally disabled. It is only enabled for diagnostics and troubleshooting purposes only for the duration of diagnostic activity. Appropriate authorization is obtained before enabling these ports and when enabled access is given to authorized personnel only. These activities are also logged and monitored.
- Systems clocks of all the servers and networking equipment is synchronized, and they are set to the time of the time zone of the location of the server/equipment. Only authorized personnel are having the privilege to change or reset system clock time.
- Administrative accounts are set with strong passwords and privileges are given to only identified persons.
- Antivirus software is installed on all desktops and servers.
- Antivirus signatures are updated on daily basis and any deviations/exceptions are tracked.
- Unauthorized software's are not allowed on laptops, desktops, and servers.
- Backups are taken, and restoration checks are done for identified systems based on agreed upon frequencies.
- Only company owned laptops are permitted inside the facility.
- Visitor laptops and other media devices are permitted only on approval basis and for required purposes only.

### **Logical Access Controls**

- Every HCL employee requires a unique 'User ID' and password to access the IT systems in the enterprise.
- Every user ID has a password and users are required to set and change their passwords as per HCL password policy.
- User IDs are created as per defined process and with adequate authorizations.
- User IDs are disabled on separation day based on information provided.

### **Email Security**

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- All emails are scanned for virus or malicious codes at gateway level.
  - Email systems are configured to restrict identity spoofing, spamming, and relaying to protect against the same.

## **Other Security controls**

- Firewalls and routers are configured in such a way that only authorized traffic is allowed.
- Corporate IT environment is regularly monitored for security related issues and incidents are reported on timely basis, once detected.
- All secured communications at HCL follows the approved encryption standard.

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**Annex III to SCCs. List of Sub-Processors**

See Exhibit 3 to Service Specification for the applicable Service.

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**APPENDIX I**

**to**

**Master Services Agreement**

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Exit Management/Exit Assistance

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## 1. GENERAL

- 1.1 This Appendix I is a part of the Master Services Agreement between the Purchaser and the Supplier.
- 1.2 The intention with this Appendix is to regulate in further detail how the Exit Assistance (as defined in Section 2 below) shall be performed under the Agreement. Furthermore, this document sets forth a draft framework for an Exit Management Plan, which shall be developed by the Supplier as set forth in Section 20.1 of the Master Services Agreement, and eventually become the final Exit Management Plan.

## 2. DEFINITIONS

Any capitalised terms used but not specifically defined herein shall have the meanings set out for such terms in the Master Services Agreement. In addition, the capitalised terms set out below in this Section 2 shall for the purposes of this Appendix I have the meanings described herein. All capitalised terms in singular in the list of definitions shall have the same meaning in plural and vice versa.

Term	Definition
<b>Exit Assistance</b>	shall have the meaning ascribed to it in Section 3.1.
<b>Exit Project Manager</b>	shall mean the Supplier's responsible person to manage the Supplier's Exit Assistance under the Agreement.
<b>Exit Steering</b>	shall mean a committee comprised of decision makers from the Purchaser, the Supplier and if applicable, a third party designated by the Purchaser.
<b>Transition Back Period</b>	shall have the meaning ascribed to it in Section 3.2.

Throughout the remainder of this document, where the Purchaser is named, it shall be read to include the Successor, unless explicitly stated otherwise and/or the context clearly suggests otherwise. For the avoidance of doubt the Purchaser shall, in relation to the Supplier be responsible for the Successor's obligations hereunder.

## 3. EXIT ASSISTANCE

- 3.1 As set out in Section 20.1 of the Master Services Agreement, the Supplier shall provide to the Purchaser the reasonable termination/expiration assistance requested by the Purchaser to allow the Services to continue without interruption or adverse effect and to facilitate the orderly transfer of the Services to the Purchaser (the "**Exit Assistance**"). When performing such Exit Assistance, the Supplier shall ensure that its responsibilities are executed in a way which could reasonably be expected by a Professional IT supplier providing the Services. The Supplier shall adhere to the Exit Management Plan and the terms and conditions set out in this Appendix I, as follows, when performing the Exit Assistance.

- 3.2 As a part of the Supplier's obligation to provide Exit Assistance during the period provided for in Section 20.1 of the Agreement (such period being in this Appendix referred to as the "**Transition Back Period**"), the Supplier will, among other things



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and in addition to what is stated in Section 20.1 in the Master Service Agreement, be responsible for the following activities listed below.

- (a) The Supplier's obligation to provide information shall among other things include to provide:
- (i) assistance to qualified personnel of the Purchaser or Successor, as identified by the Successor, so that the Successor can duly take over performance of the Services to be transferred in accordance with the Exit Management Plan;
  - (ii) subject to the Successor entering into a confidentiality agreement, as set out in the Master Services Agreement, provide the Successor with access to information regarding equipment, software, personnel, third parties and other resources being used by the Supplier to provide the Services to the Purchaser. With regards to software/hardware documentation, source code and scripts as well as operational and lifecycle documentation needed for the continued performance of the Services, the Supplier will provide the Successor with all material that was handed over, updated or created during the Term of the Agreement, including and notwithstanding any master files, field descriptions and record layouts, accompanied with run documentation, job control listings and other similar information necessary for the Successor to run the necessary software or hardware, if permitted by the relevant third party. Any material developed by the Supplier which is not provided as a part of the Service, or related to the provision of the Services, shall be excluded from this obligation; and
  - (iii) subject to the Successor entering into a confidentiality agreement as set out in the Master Services Agreement, provide the Successor with such information regarding the Services as is appropriate and necessary in order for the Successor to assume responsibility for, and continue the performance of, the Services in an orderly manner, with minimal disruption in the operations of the Purchaser.
- (b) The Supplier shall, in accordance with the provisions set forth in the Master Services Agreement, draft and submit to the Purchaser an initial version of the Exit Management Plan for the Purchaser's review, based on the framework provided in Sections 4 through 8 below.
- (c) The Supplier shall finalise the Exit Management Plan in accordance with the provisions set forth in the Master Services Agreement, for approval by the Purchaser. As a consequence of the variation of termination rights set out in the Master Service Agreement, the Parties also acknowledge and agree that the Exit Management Plan may need to be adapted to suit the circumstances and scope of the Exit Assistance to be performed in the particular case.

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- 3.3 With the exception of what is set out in Section 3.2, items (b) and (c), above, nothing in this Appendix shall imply that the Supplier or the Supplier Group entities shall be required to disclose their Confidential Information to any Successor.

#### **4. EXIT MANAGEMENT PLAN**

- 4.1 In accordance with Section 20.1 of the Master Services Agreement, the Supplier shall, at the dates set forth therein, produce and submit to the Purchaser a first version of the Exit Management Plan based on the following framework. The Parties acknowledge that this first version may need to be refined, detailed and updated during the Term of the Agreement, for which the Supplier has the responsibility.
- 4.2 A draft of the Exit Management Plan is provided in Appendix A below and it shall contain information in the following areas:
- (a) The project governance structure to be deployed during the Transition Back Period (as further described under Section 5 below).
  - (b) Exit Assistance planning (as further described under Section 6 below).
  - (c) A time schedule and description of the different Exit Assistance project phases (as further described under Section 7 below).
  - (d) An appendix listing the documentation and other materials to be handed over to the Successor (as further described under Section 8 below).
- 4.3 The Exit Management Plan should align to the structure of the Appendices. It shall consist of a main document specifying procedures and information relevant for all of the Services, and, if necessary, appendices specifying separate operational procedures relating to a certain Service.
- 4.4 The Purchaser shall have full (at a minimum “read”) access to the Exit Management Plan and the documents to which it refers.
- 4.5 The Exit Management Plan and all other documents related to it shall, for the avoidance of doubt, be executed in English.

#### **5. PROJECT GOVERNANCE STRUCTURE**

##### **5.1 Governance - General**

- 5.1.1 The Exit Management Plan shall include a chapter on the project governance structure, and include at least what is stated below in this Section 5.
- 5.1.2 The Exit Management Plan shall include a structure for the communication model between all involved parties, including the establishment of an executive committee, where strategic decisions regarding the transfer is made (the “**Exit Steering**

**Committee”**) as well as rules and procedures for the disengagement process.

- 5.1.3 The Supplier shall assign an Exit Project Manager to support the exit management and manage the Supplier’s Exit Assistance. The Exit Project Manager shall report to the Exit Steering Committee. The Exit Steering Committee will assign members to assist the Exit Project Manager with carrying out the various Exit Assistance projects.

## 5.2 **Exit Steering Committee**

The role of the Exit Steering Committee is to be the decision making body for:

- (a) setting the strategy and direction of the Exit Assistance process;
- (b) deciding the next steps in escalations from the day-to-day activities in the Exit Assistance projects;
- (c) ensuring availability of individuals to carry out the Exit Assistance projects; and
- (d) deciding the communication model to be used.

## 5.3 **Exit Project Manager**

The role of the Exit Project Manager is to:

- (a) develop and implement operational plans on the basis of the Exit Management Plan, as well as to manage the project organisation, costs and compliance with the time schedule;
- (b) report Exit Assistance project metrics and other relevant details back to the Exit Steering Committee;
- (c) identify/escalate/resolve critical risks and dependencies; and
- (d) be the first point of contact for any queries from the Successor.

# 6. EXIT ASSISTANCE PLANNING

## 6.1 **Exit Assistance Planning - General**

For each Service in scope for Exit Assistance (*i.e.* each terminated/expired Service), the Exit Management Plan shall at least regulate what is stated below in this Section 6.

## 6.2 **Cross-functional**

### 6.2.1 On-going Project Services and other projects in progress

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The Exit Management Plan shall contain an agreement on an approach on a project by-project basis, as to whether on-going Project Services and other projects in progress should be stopped, continue until completed by the Supplier, or be transferred to the Successor.

#### 6.2.2 Third Party Agreements

The Exit Management Plan shall include a plan for the transfer of software licences and financial leasing necessary for the Successor to continue the provision of the Services, which shall be made in accordance with the principles set out in Section 13.4.2 of the Master Services Agreement. Such arrangement shall include; (i) a list of which third party agreements that are intended to be transferred to the Purchaser, (ii) an arrangement of the financial terms of such transfer, and (iii) an arrangement for the transfer of the mandate of dealing with all third party vendors to the Purchaser.

#### 6.2.3 Inventory

The Exit Management Plan shall include an agreement on a commercial arrangement regarding the inventory of hardware and software to be transferred to the Purchaser.

#### 6.2.4 Human Resources

The Exit Management Plan may contain an agreement on transfer of personnel from the Supplier to the Purchaser, if applicable, as well as any necessary procedures for consultation regulatory issues with concerned unions. For the avoidance of doubt, any transfer of personnel will be subject to Applicable Law and only executed provided that the appointed personnel agree to such transfer.

This area may need to be managed through separate sub-projects for involved countries where the Service is delivered to address local regulatory constraints.

#### 6.2.5 Security and Access Rights

The Exit Management Plan shall include arrangements for how to remove the Supplier's access to the Purchaser's systems and data when such access is no longer required for delivery of the Services. It shall further define how to ensure that the Purchaser's data is handled properly, to include transfer or destruction as appropriate, according to security policies and other obligations in the Agreement after the termination of the Services.

### 6.3 Services

The Exit Management Plan for Services shall among other things include information and documentation related to:

- a) application information as described in the Service Specification,
- b) planned but not yet executed Changes,

- c) identified but not yet solved problems in the Service,
- d) capacity plans, if any,
- e) license status, if applicable,
- f) KPI and PI reporting twelve (12) months back,
- g) the updated knowledge base for the Purchaser's Service Desk,
- h) the Procedures Manual including tools in use,
- i) lifecycle management status for each Sourcing Block,
- j) an updated RACI matrix (if applicable) identifying the Supplier's responsibilities,
- k) plans for the transfer of all Purchaser's Data to the Successor or back to the Purchaser,
- l) list of Service documentation,
- m) information of all sub-contractors and relevant contracts which are used by the Supplier in the performance of the Services,
- n) contingency plan for supplier key staff to secure stability and quality in the Services during the remaining period of the Agreement, and
- o) any other relevant information and documentation to facilitate the orderly transfer of the Services to the Purchaser.

#### 6.4 Specific for Project Service

The Exit Management Plan for Project Services shall among other things include documentation and information related to:

- a) a list of on-going projects and the phases they have reached,
- b) the Project Plan for each Project Service including project deliverables,
- c) license plan and status,
- d) technical standards used in the Project Service,
- e) test and acceptance plan,
- f) status on PIs during the Project Service,
- g) risk management,
- h) requirement management,
- i) solution design,

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- j) handover to maintenance,
- k) an updated RACI matrix, and
- l) any other relevant information and documentation to facilitate the orderly transfer of the Project Services to the Purchaser.

## 6.5 **Time plan and Milestones**

For the purposes of this Section 6.5 the terms “Milestone”, “Milestone Date”, “Deliverable”, “Ready-To-Go-Milestones” and “Acceptance Test” shall to the largest extent possible have the same meaning as set out in the Master Services Agreement, but relate to the performance of the Exit Assistance described in this Appendix I.

### 6.5.1 Time Plan

The Exit Management Plan shall contain a time plan (which shall observe the times set out in Section 20 of the Master Services Agreement); such time plan to be set up in accordance with the following general principles. The Exit Management Plan shall set out clear, defined and verifiable Milestones which shall be achieved by the Supplier or the Purchaser in the performance of the Exit Assistance. Further, the Exit Management Plan shall set out:

- (a) the exit tasks to be performed by the Supplier and the Purchaser, as well as the applicable Milestones;
- (b) the Deliverables to be delivered by the Supplier ;
- (c) any allocation of responsibilities between the Supplier and the Purchaser, where a responsibility not allocated to the Purchaser will be construed as a responsibility of the Supplier, even if not explicitly stated, but would be reasonably provided by a Professional IT supplier providing the Services;
- (d) the specific resources and activities to be provided, respectively carried out, by the Purchaser, and that are required for enabling the Supplier to perform the tasks referred to in item (a) and (b) above;
- (e) the Milestone Dates and which Milestones to be defined as Ready-To-GoMilestones;
- (f) the Acceptance Test criteria (and, if appropriate, testing) to be applied by the Supplier and the Purchaser in evaluating transition and/or transformation Deliverables; and
- (g) all other pertinent details.

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The activities set out in the Exit Management Plan shall be carried out during the Transition Back Period.

#### **6.5.2 Verification of Milestone achievement**

When the Supplier is of the opinion that a Milestone has been achieved, the Supplier shall notify the Purchaser in writing with a copy to the Exit Steering Committee. The notification shall include:

- (a) a reference to the applicable Milestone;
- (b) the agreed Milestone Date for such applicable Milestone;
- (c) information whether the Milestone has been achieved in due time or is delayed; and
- (d) proposed dates for verification/inspection. Such proposed dates shall be at least eight (8) Business Days prior to the agreed due date for the achievement of the applicable Milestone.

Within three (3) Business Days after the receipt of the above notification, the Purchaser shall notify the Supplier whether the Purchaser wishes to participate in the verification/inspection procedure. The Purchaser may elect to participate either by the Purchaser's internal personnel or by third party consultants.

The Exit Management Plan shall furthermore include principles for how verification/inspection shall be carried out. Unless otherwise set out in the Exit Management Plan, Acceptance of a Milestone shall occur upon the earliest of: (i) when the Purchaser has accepted a Milestone in writing; or (ii) if the Purchaser has not presented any valid written complaints of the Milestone within five (5) Business Days of the verification/inspection of such Milestone (provided however that the Purchaser may not withhold Acceptance in relation to any minor non-compliances which has no impact on the transition of the Services to the Successor).

#### **6.6 Remedies in case of delays in the achievement of Milestones**

**6.6.1** The Supplier acknowledges the importance of meeting the Milestones at the relevant dates pursuant to the Exit Management Plan in order for the Purchaser to be able to verify that the Supplier will be able to timely and properly provide the Exit Assistance to the Purchaser in accordance with this Agreement.

**6.6.2** The Supplier shall ensure that the Milestones are met at the relevant dates pursuant to the Exit Management Plan. If the Supplier, at any time, believes that any of the Milestones will not, or is unlikely to, be met, it shall promptly:

- (a) inform the Purchaser of the reasons for not meeting that Milestone;

- (b) inform the Purchaser of the practical consequences of not meeting the Milestone; and
- (c) take all steps necessary, including providing all additional resources, to ensure that the Milestone is met as soon as reasonably practical.

A notice with regard to anticipated delay shall not release the Supplier from any obligations with regard to delays.

6.6.3 The Supplier shall be deemed to be in delay where any of the actual Milestone Dates occur after the relevant agreed Milestone Date (subject however to Section 6.6.4 below) provided, however, that such delay is attributable to the Supplier (or its subcontractors).

6.6.4 The Supplier is entitled to a reasonable extension of time for achieving a certain Milestone where the delay is due to circumstances which is not attributable to the Supplier (including its sub-contractors) or due to force majeure set forth in Section 21.1 of the Master Services Agreement. The relevant agreed Milestone Date shall in such case be postponed accordingly.

6.6.5 If the Supplier is in delay in accordance with the above, the Supplier shall pay to the

Purchaser the relevant amount of liquidated damages as set out in the Master Services Agreement, as applicable. For the avoidance of doubt, where the delay is primarily attributable to the Purchaser, the Supplier shall be entitled to receive fees on a time and material basis for the idle time of its resources during the period of delay and the Milestones shall be adjusted to accommodate the period of delay.

#### **6.7 Risk analysis**

The Exit Management Plan shall include a comprehensive risk analysis of potential risks in the Supplier's performance of the Exit Assistance with focus on factors which could result in the Successor not having the possibility to continue to perform the Services with the same result as the Supplier and which could result in a delay. The Exit Management Plan shall also include proposed solutions to minimise the risks identified.

### **7. PROJECT PHASES**

The Exit Management Plan shall separate the Exit Assistance project into three (3) major phases, in accordance with what is stated below in this Section 7. A sample table of the activities in the respective phases are listed in Section 7.4 below, solely included to provide an example of how the activities could be planned on a high level.

#### **7.1 Phase 1 – Preparation and Planning**

This first phase includes the tasks needed to define and agree how the Supplier will discontinue the applicable Services. The timing and extent of planning depends on

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provisions of the Agreement, the scope of Services affected, and similar circumstances.

### 7.2 Phase 2 – Implementation

Implementation refers to the execution of all activities in the approved Exit Management Plan, and shall be made in accordance with one or more detailed predefined operational plan(s).

### 7.3 Phase 3 – Review and Closure

The third and final phase involves closure of the Services and the Exit Assistance. This phase includes the following objectives;

- (a) obtaining formal Purchaser acceptance of Service termination, through the Exit Steering Committee;
- (b) obtaining the Supplier management approval of Exit Assistance project completion;
- (c) disposal or reallocation of the Supplier assets, transfer of remaining staff, if applicable, and closing out account records as required; and
- (d) confirming closure for all commercial aspects, including final payments.

### 7.4 Sample Table of Activities

<b>Phase</b>	<b>Timeline (Start)</b>	<b>Duration</b>	<b>Activities</b>	<b>Ownership</b>
<b>Initiation</b>	Date X	y weeks	<ul style="list-style-type: none"> <li>• Formally notify on the intent to terminate the Agreement</li> </ul>	Party A

<b>Phase</b>	<b>Timeline (Start)</b>	<b>Duration</b>	<b>Activities</b>	<b>Ownership</b>
			<ul style="list-style-type: none"> <li>• Formally provide response to the termination notice</li> <li>• Enter into termination/ Exit Assistance mode</li> </ul>	Party B Etc.

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<b>Preparation and Planning</b>	Date X + y weeks	z weeks	<ul style="list-style-type: none"> <li>• Establish the Exit Steering Committee and appoint the Exit Project Manager.</li> <li>• Assist in the preparation of the portion of the transition plan detailing the Supplier's responsibilities, including schedules and resource commitments.</li> <li>• Provide to the Purchaser documentation used by the Supplier to provide the Services, including an up to date Procedures Manual, Disaster Recovery Plan and other relevant technical documentation.</li> <li>• Provide to the Purchaser all the Purchaser owned licenses used by the Supplier to provide the Services.</li> <li>• Perform a formal handover of the Procedures Manual, used to perform the Services, to the Purchaser's operations staff.</li> <li>• Freeze all discretionary software changes unless otherwise requested by the Purchaser, other than maintenance necessary to address live system processing problems.</li> <li>• Provide assistance to the Purchaser in notifying third party suppliers of the procedures to be followed during the transition.</li> <li>• Identify and explain naming conventions.</li> <li>• Assist the Purchaser in its analysis of the space required for applicable software and/or data file libraries.</li> <li>• Subject to the rights of the Supplier as set out in the Master Services Agreement and the provisions of third party software vendors, transfer of necessary transferable software and associated data in a form agreed by the Parties.</li> <li>• Cooperate with the Purchaser in the preparation and conduct of transition testing, criteria and length of testing for such to be mutually agreed.</li> <li>• Provide a copy of the security tables and rules used in providing the Services.</li> <li>• Provide asset listings for all equipment and other assets used by the Supplier to perform the Services for the Purchaser.</li> <li>• Provide copies of all manuals and other documentation within the possession or control of the Supplier that are required by the Supplier and</li> </ul>	
Phase	Timeline (Start)	Duration	Activities	Ownership

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			<p>that are relevant to the Services, to the extent permitted in the Agreement.</p> <ul style="list-style-type: none"> <li>• Etc.</li> </ul>	
<b>Implementation</b>	Date X + y+z weeks	u weeks	<ul style="list-style-type: none"> <li>• In conjunction with the Purchaser, conduct rehearsals of the migration prior to cutover at such time as is reasonably acceptable to the Parties.</li> <li>• Unload all requested Purchaser data files and other Purchaser Confidential Information from the Supplier's systems, unless agreed otherwise. Return all the Purchaser data and other the Purchaser Confidential Information. Transfer responsibility for off-site tape and document storage. Make available the Purchaser data files and other the Purchaser Confidential Information stored on computers, servers and equivalent for which the Supplier is responsible, including backup tapes.</li> <li>• Deliver records of all requested Purchaser data files (with content listing) and printouts of control file information to the Purchaser.</li> <li>• Provide an image copy of the Purchaser data files in pre-agreed format.</li> <li>• Provide assistance to the Purchaser with the handover of operational responsibility, including providing assistance and cooperation in the execution of parallel operation and testing.</li> <li>• Provide an image copy of the operating system environment in dump/restore mode.</li> <li>• Etc.</li> </ul>	
<b>Review and Closure</b>	Date X + x+y+z+u weeks	v weeks	<ul style="list-style-type: none"> <li>• Answering questions and resolving queries regarding the Services on an "as needed" basis.</li> <li>• Turn over any the Purchaser-owned materials and documentation still in the Supplier's possession.</li> <li>• Etc.</li> </ul>	

## 8. DOCUMENTATION TO BE TRANSFERRED

A list of documentation to be transferred shall be developed during the exit planning process (*i.e.* phase 1 of the Exit Assistance project), in accordance with the principles described above, and shall be agreed between the Parties in the Exit Steering Committee. Said list shall include, without limitation, inventories and details of assets, personnel, inventory, application source code and data where applicable, third party contracts, in-flight projects, procedures and management processes.

## APPENDIX A - DRAFT EXIT MANAGEMENT PLAN

### 1. INTRODUCTION

## 2. PROJECT GOVERNANCE STRUCTURE

2.1 **Governance - General**

2.2 **Exit Steering Committee**

2.3 **Exit Project Manager**

## 3. EXIT ASSISTANCE PLANNING

3.1 **Exit Assistance Planning - General**

3.2 **Cross-functional**

3.2.1 On-going Project Services and other projects in progress

3.2.2 Third Party Agreements

3.2.3 Inventory

3.2.4 Human Resources

3.2.5 Security and Access Rights

3.3 **Services**

3.4 **Specific for Project Services**

3.5 **Risk analysis**

## 4. TIME SCHEDULE AND EXIT ASSISTANCE PROJECT PHASES

4.1 **Time plan and Milestones**

4.1.1 Time Plan

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21 March 2022

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**APPENDIX J**  
**to**  
**Master Services Agreement**

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## Governance Model

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21 March 2022

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## 1. GENERAL

- 1.1 This Appendix J is a part of the Master Services Agreement between the Purchaser and the Supplier.
- 1.2 The intent of this document is to set forth the Governance Procedures that will apply to the Services as agreed in the Agreement, and as further specified and/or supplemented in the respective Service Object Appendices. The Governance Procedures includes the governance structures and escalation procedures being the foundation for a long term strategic direction of the Supplier's performance of the Services and a way of managing and resolving day-to-day issues within the ordinary course of business. Hence, the Governance Procedures shall allow the Purchaser to review the Supplier's performance of the Services as well as to allow the Supplier and the Purchaser to propose Changes to the Services to improve the delivery of said Services. Furthermore, the Governance Procedures sets forth a forum to facilitate the generation of innovative ideas to support New Services and/or enhanced delivery of current Services.

## 2. DEFINITIONS

Any capitalized terms used but not specifically defined herein shall have the meaning set out for such term in the Master Services Agreement. All capitalised terms in singular in the list of definitions shall have the same meaning in plural and vice versa.

## 3. GOVERNANCE MODEL, FUNCTIONS AND OVERALL GOVERNANCE PROCESS

### 3.1 Governance Model

The day-to-day management of the Services to be provided under the Agreement is the responsibility of the Supplier and the Governance Procedures shall not in any way remove that responsibility from the Supplier. The Governance Procedures are intended, among other things, to foster communication between technology and business leaders, facilitate effective decision-making, create and evolve strategic and tactical direction, assure compliance with all terms and conditions of the Agreement (especially relating to pricing and Service Levels), provide an informal dispute resolution mechanism and support the Change Control Procedures. Executed correctly, the Governance Procedures will allow the Parties to work in a cooperative, productive manner and remain committed to maintaining a flexible attitude toward solving technical, service and business challenges with the accurate sense of urgency over time.

### 3.2 Governance Functions and the Overall Process

3.2.1 The Governance Procedures are administered on three levels;

- (a) Executive Connect - strategic alignment, agree major transformation activities and manage high level escalations;

- (b) Vendor Alignment - delivery follow-up cross units, tactical review & planning, transformation and high level financials / forecast; and
- (c) Product Area i) PI Planning alignment - alignment regarding PI planning and Product area masterplan, and agree demand for coming increments and ii) Monthly follow up - monthly follow up of operations and development, agree short term plans and improvements

The 3 levels a) – c) above are related to each other in a hierarchical way, with a) on the highest level.

The Vendor Alignment and Product Area levels are supported by the sub-group “Cross Vendor Improvement Forum”.

- 3.2.2 The governance functions will be administered by the above mentioned three (3) main levels in an escalating and delegating fashion. The committees’ communication flow should be “top down” as well as “bottom up”.
- 3.2.3 The need for additional forums may be identified within a Service Object, whereupon specific forums may be introduced as a complement to the governance procedures described in this Appendix J.
- 3.2.4 The intention with this structure is to ensure that decisions are taken on the lowest level possible of the governance structure, unless otherwise explicitly set forth in this Appendix J or in the Agreement, or if a decision cannot be reached and escalation is required of the matter concerned.
- 3.2.5 Decisions in all groups and committees require the participation and approval of both Parties.

### 3.3 Sub-Committees

Each of the governance committees and forums may appoint sub-committees and working groups to assist it in the exercise of its powers and to report back to the governance committee and forums as appropriate. The appointment of such sub-committees and working groups shall not relieve the governance committees and forums of ultimate responsibility for those matters allocated to the governance committee and/or forum concerned.

## 4. AGENDA, MINUTES AND LOCATION OF MEETINGS

- 4.1 The chairman of each committee will be responsible to convene meetings within each respective committee. The chairman will also be responsible for preparing the agenda for each meeting and to distribute such agenda to each of the participants well in advance prior to the meeting. A standard agenda should be agreed on between the Parties for each forum..

- 4.2 Where required, the chairman of each meeting shall ensure that each meeting is scheduled so that any relevant reports and information required as input to such meeting is available a reasonable amount of time prior to such meeting.
- 4.3 The Supplier will write meeting minutes from all meetings and distribute these within five (5) Business Days after the meeting has been conducted, and these meeting minutes are deemed formally approved if the Purchaser does not object in writing within ten (10) Business Days after the Supplier's delivery of the meeting minutes. Objections to the minutes shall only relate to misunderstandings or clarification, not to revise decisions already made on the meeting by the authorized participants.
- 4.4 Meeting minutes shall include decisions, action plans and any relevant dialogues, discussions, objections or reservations, presentations and/or documentation shown, taken and/or conducted during the meeting.
- 4.5 All meetings will take place where the Service or product is delivered, unless otherwise agreed between the Parties. However the Parties shall strive to use video and/or telephone conferencing facilities for the execution of the meetings if appropriate. Each Party will bear its own costs in connection with its participation in such meetings.

## **5. MEETING PARTICIPANTS**

- 5.1 **General**
  - 5.1.1 The Parties shall ensure that the members of the respective committees or groups described herein have the mandate to take the decisions needed to fulfil the responsibilities of the committee or group concerned. In addition, both Parties shall ensure that representatives they send to attend to a meeting in any of the committees or groups shall be fully informed and empowered to discuss and to provide such Party's view upon all issues on the meeting agenda.
  - 5.1.2 Each Party may change its respective representatives in the committees and groups from time to time during the Term by providing advance written notice to the other Party, provided that any replacement is of equivalent seniority or empowerment to the replaced representative and that such replacement representative is informed about the present matters within the committee. Both Parties shall use commercially reasonable efforts to ensure that its representatives in each committee or group shall not be replaced more than what is reasonably necessary. Each specified representative may nominate a delegate with equivalent decision making power to attend meetings on his behalf on the terms set forth above regarding replacement participants. The participants and frequency of the meetings can be varied by the chairman of each committee to suit the Parties business requirements.

## **5.2 Attendance of the Other Party's Representatives**

Either Party shall be entitled to, on giving the other Party ten (10) Business Days' notice prior to any meeting of a committee or group, request the attendance of a particular individual from the other Party at such meeting. Upon receipt of such request, the recipient Party shall use commercially reasonable efforts to ensure that such individual is available to attend.

## **6. EXECUTIVE CONNECT**

### **6.1 General**

The purpose of the Executive Connect forum is to oversee the relationship between the Parties and to leverage the Services to create business value, to act as the executive sponsor for the strategic relationship, to oversee and make decisions regarding strategic issues concerning the Supplier's delivery of the Services. Review of strategic KPIs, trend analysis and reports and to be the ultimate owner of the Agreement and hence handle Major Changes to the Agreement for example addition of new Service Objects, New Services, Extraordinary Events, etc.

### **6.2 Input**

The input to the Executive Connect forum are:

- (a) Purchasers strategic roadmaps and strategic challenges/opportunities;
- (b) high level delivery performance and critical escalations;
- (c) new strategic opportunities;
- (d) Vendor strategic outlook for business segment;

### **6.3 Outcome**

The outcome and decisions from the Executive Connect forum are:

- (a) common view on partnership status;
- (b) actions on strategic opportunities;
- (c) actions on escalations;

### **6.4 Participants and Chairman**

The Executive Connect forum will be chaired by the purchaser and consist of the following participants:

<b>Party</b>	<b>Participant(s)</b>
Purchaser	CDO Strategy & Architecture Lead Sourcing & Vendor Engagement Lead Procurement Lead

Supplier	Account Executive Lead, Account Executive Sponsor
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## 6.5           **Frequency**

The Strategic Steering Committee will meet 2-3 times per year or more often if requested by one of the committee members, if requested by the Vendor Alignment forum in case of an urgent need of a dispute resolution or if otherwise required.

# 7.           **VENDOR ALIGNMENT**

## 7.1           **General**

The purpose of the Vendor Alignment forum is to find synergies and secure alignment cross all service objects and deliveries from the Supplier. To prioritize activities cross all services in transformation journey as agreed in the contract. Ensure that the delivery is aligned with the Purchaser's overall strategies and is of the quality that the Parties have agreed. Review of the Services through consolidated reports on KPIs, Service Levels and trends. Identify opportunities for growth and revenue improvements as well as manage risks, issues and Changes that can have an impact to other segments or suppliers. Secure the interface to other chapters and requirements from there.

## 7.2           **Input**

The input to the Vendor Alignment forum are:

- (a) Purchasers overall roadmaps;
- (b) consolidated delivery performance and critical escalations;
- (c) demand and commercial overview;
- (d) new opportunities;
- (e) transformation proposals;

## 7.3           **Outcome**

The outcome and decisions from the Vendor Alignment forum are:

- (a) actions on new transformation proposals;
- (b) actions on open escalations;
- (c) agreed forecast ;

## 7.4           **Participants and Chairman**

The Vendor Alignment forum will be chaired by the purchaser and consist of the following participants:

<b>Party</b>	<b>Participant(s)</b>
Purchaser	Unit Leads Architecture Lead Sourcing & Vendor Engagement Lead Vendor Manager Procurement representative
Supplier	Account Executive Lead Account Sponsors

### **7.5 Frequency**

The Vendor Alignment forum will meet 3 times per year.

## **8. PRODUCT AREA**

The Product Area level includes two forums:

- PI Planning alignment forum and;
- Monthly operational follow up forum

### **8.1 PI Planning alignment**

#### **8.1.1 General**

The purpose of the PI Planning alignment forum is to align regarding PI planning and product area masterplan and agree demand for coming increments. There will be several PI Planning alignment forums, which will be held related to each product area.

#### **8.1.2 Input**

The Input to the PI Planning alignment forum are:

- (a) description of content and forecast on demand for the coming product increment;
- (b) road map with high level content for the following two increments ;
- (c) Draft view of demand for the coming and the following increment;

### 8.1.3 Outcome

The outcome and decisions from the PI Planning alignment forum are:

- (a) agreement on capacity for the coming Product Increment;
- (b) potential constraint in the coming and following Product Increments;
- (c) Potential commercial changes required;

### 8.1.4 Participants and Chairman

The PI Planning alignment forum will be chaired by the Purchaser and consist of the following participants.

<b>Party</b>	<b>Participant(s)</b>
Purchaser	Product Area Lead Product Managers Product Owners Team Manager RTE's Product Area Sourcing Lead
Supplier	Delivery Lead(s) Transformation Lead

### 8.1.5 Frequency

The frequency of the PI Planning alignment forum will be agreed and scheduled on Product/Product Cluster level.

## 8.2 **Monthly operational follow up**

### 8.2.1 General

The purpose of the Monthly operational follow up forum is to regularly follow up operations and development of the Services and agree upon short term plans and improvements.

### 8.2.2 Input

The Input to the Monthly operational follow up forum are:

- (a) delivery performance data;
- (b) status on transformations and optimizations;
- (c) follow up on Service Level and Service Bonus calculations;

### 8.2.3 Outcome

The outcome and decisions from the Monthly operational follow up forum are:

- (a) agreement on Agreement on operational status and presented report;
- (b) agreement on Service Level Credits;
- (c) agreement on prioritizations for coming activities;

#### 8.2.4 Participants and Chairman

The Monthly operational follow up forum will be chaired by the Purchaser and consist of the following participants.

<b>Party</b>	<b>Participant(s)</b>
Purchaser	Product Area Lead Product Managers Product Owners Team Manager RTE's Product Area Sourcing Lead
Supplier	Delivery Lead(s) Transformation Lead

#### 8.2.5 Frequency

The frequency of the Monthly operational follow up forum is monthly.

### **9. CROSS VENDOR IMPROVEMENT FORUM**

The purpose of the Cross Vendor Improvement Forum is to review and evaluate improvement ideas that require collaboration across suppliers and/or Product Areas. Suppliers will together with Purchaser review and analyse opportunities, decide on responsibilities, potential investments and feasibility. The Cross Vendor Improvement Forum represents an opportunity for the Suppliers to discuss innovative ideas with other suppliers as well as Purchaser outside of the normal continual service improvement activities in order to investigate impact and identify synergies.

The Cross Vendor Improvement Forum shall serve as a complement to the Governance Bodies all governance levels, the strategic, tactical and operational level, and shall provide suggestions of ways to improve the Services in relation to the objectives of the Purchaser, output, performance, cost-effectiveness and the maintenance required as well as proposals in relation to its responsibilities in Section 9.2.

9.1 The Supplier acknowledges that the Cross Vendor Improvement Forum may issue requests for the Supplier to work together with other suppliers in order to enhance a feasibility study or to show proof of concept of an accepted idea.

9.2 Responsibilities of the Cross Vendor Improvement Forum

The Cross Vendor Improvement Forum shall be responsible for the:

- (a) management of innovation/transformation issues related to the Purchaser's objectives; and
- (b) exploring of any opportunities related to New Services and existing Services and to improvements in general (excluding continuous Performance Improvements), including operational process, architecture, technology refresh, etc.

### 9.3 Participants and Chairman

The Cross Vendor Improvement Forum will be chaired by the Purchaser and consist of appropriate participants.

### 9.4 Frequency

The Cross Vendor Improvement Forum will meet quarterly or more often if required.

## 9.4.1

## 10. ESCALATION

### 10.1 Escalation Procedure

- 10.1.1 In line with Section 3.2.4 above, the Parties shall ensure resolution of issues at the lowest point in the process to make the best possible use of all resources. Hence, the Parties shall

endeavour to resolve any disputes amicably through good-faith discussions through applying the escalation routines set out below.

- 10.1.2 When raised, in writing or captured in meeting minutes, issues/questions are assigned to the relevant individuals within the Parties organisations to resolve such issue/question as described herein. The owner shall be responsible for leading all activities required to resolve the issue. The issue remains in the escalation log until resolved and progress is tracked on the regular operational calls and meetings.

- 10.1.3 However, if a disputed issue/question remains unresolved for a longer time period than ten (10) Business Days (or as otherwise agreed between the Parties in the given event with due regard to the potential impact of the dispute on Purchaser's business operations) from the day a Party, through a written request, has requested that the Parties shall meet to resolve the issue in accordance with the escalation procedures, the disputed issue/question shall be escalated to the next level. As soon as it has been escalated it shall serve as the request to meet to resolve the issue for the next level.

- 10.1.4 In the event the highest escalation level is unable to resolve the dispute the Parties may submit the dispute for arbitration in accordance with the terms of Section 22 of the Master Services Agreement. In case a Party obstructs by not participating at all in the escalation procedures, the other Party may however submit the dispute to arbitration immediately.

## 10.2 Escalation Instances

The escalation structure is following the governance structure and instances as described in this Appendix J. Both Parties shall endeavour to resolve any disputes amicably at the lowest level/forum as possible. For levels below the Vendor Alignment level the Parties can agree on specific escalation lathers to efficient manage and resolve any disputes. If these levels are unable to resolve the dispute then it shall be escalated to the Vendor Alignment level and then, if not resolved at that level, escalated to the Executive Connect level, which is the final level as set out bellow.

<b>Level</b>	<b>Forum</b>	<b>Escalation Contact</b>
2	Executive Connect	Chairman of the forum
1	Vendor Alignment	Chairman of the forum

The Purchaser's IT Procurement department is supporting when appropriate.

## 10.3 Reporting of Issues/questions

- 10.3.1 The Supplier shall prepare an escalation log on escalated issues/questions, and their status (open, in progress or closed).
- 10.3.2 The escalation log report shall be provided to the Monthly follow up forum monthly or more frequent if appropriate to ensure progress is made and to ensure any unresolved issues are appropriately escalated. Escalation log should be available for all Parties at any given time.

## 10.4 Ownership

- 10.4.1 The Purchaser shall be responsible for managing and updating the escalation procedure.
- 10.4.2 Each Party shall also ensure that its personnel adheres to the procedures and agreed timelines set forth herein.

25 March 2019

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## **Appendix K**

**to**

### **Master Services Agreement**

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Change Control Procedures

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25 March 2019

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## 1. GENERAL

- 1.1 This Appendix K is a part of the Master Services Agreement between the Purchaser and the Supplier.
- 1.2 The intent of this document is to set forth the Change Control Procedures that will apply to the Services as agreed in the Agreement and as further specified and/or supplemented in the respective Service Specifications. The Change Control Procedures shall be applied by the Parties in relation to all Change Requests (as defined in Section 1.3 below), unless explicitly stated otherwise in the Agreement. Further details on the operational process of Changes for each Service are further described in the respectively applicable Service Specifications.
- 1.3 It is important to the success of this Agreement that the agreed Change Control Procedures are used to control Changes. The purpose of a Change Control Procedure is to maintain a summary of each Change Request, to ensure that all necessary Changes are accomplished in a timely manner and that Change Requests are escalated to the right decision making level before implementation, to provide an audit trail of the status all Change Requests, to facilitate tracking of the status of a single Change Request, to ensure that the current status of the Agreement as a whole is at all times possible to overview and interpret in the light of how it has evolved throughout the Term and ultimately to provide a mechanism to document a Change Request and the information necessary to implement a Change if approved. All requests for Changes are hereinafter referred to as a "**Change Request**".

## 2. DEFINITIONS

- 2.1 Any capitalized terms used but not specifically defined herein shall have the meaning set out for such term in the Master Services Agreement. In addition, the capitalised terms set out below in this Section 2 shall for the purpose of this Appendix K have the meaning described herein. All capitalised terms in singular in the list of definitions shall have the same meaning in plural and vice versa.

Term	Definition
Change Request	shall have the meaning ascribed to it in Section 1.3.
Change Control Note	shall mean the form attached to this Appendix K which shall be used to make Change Requests.
Change Control Report	shall have the meaning described in Section 3.5.
Charge Review Procedures	shall have the meaning described in Section 7.
Expedited Change Procedure	shall mean the procedure described in Section 6.
Impact Assessment	shall mean the assessment described in Section 4.2 and 4.3.
Major Changes	shall mean all Changes which are not Normal Changes.

Normal Changes	shall mean All Changes impacting only one specific Service or one specific Service Object.

2.2 Furthermore, the respective specific terms for each Service and the respective Service Specifications may specify Changes on an operational level that shall not be handled as Changes, but in accordance with the processes described therein.

### 3. CHANGE REQUEST PROCEDURE

#### 3.1 General

3.1.1 If either Party identifies a need or possibility for a Change it will inform the other Party of such proposed Change by means of a Change Control Note, including any supporting documentation necessary for the other Party to evaluate the Change Request. The Change Control Note shall be sent to the Party's authorised representative as specified for each area of Change below. In the Change Control Note it shall be specified if the Change shall go through the normal procedure or the Expedited Change Procedure. A Change Request sent to the Supplier from the Purchaser shall have no effect and render no action from the Supplier unless a Change Request is accepted by the relevant governance level in accordance with the Governance Procedures and signed by the relevant role specified for the Purchaser below.

Change Classification	Authorised Representative	
	Purchaser	Supplier
Major Changes	Purchasing Manager IT	Overall Delivery Owner/Account Manager
Normal Changes	Service Owner/Domain Lead	Delivery Manager
Changes in the operating procedures	Service Owner/Domain Lead	Delivery Manager

3.1.2 The representatives set forth above may delegate responsibility to other roles which shall, by written delegation, have all the powers which are assigned to the roles specified above in this Appendix K.

3.1.3 Any discussions which may take place between the Purchaser and the Supplier in connection with a Change Request shall not be binding on either Party unless and until formalised into a Change Control Note agreed and signed either on a paper by the authorized representatives of both Parties or, for Normal Changes, by the same representatives approving the Change Control Note through e-mail.

### 3.2 Withdrawal of Change Request

- 3.2.1 Should either of the Parties wish to withdraw a Change Control Note submitted to the other Party, such withdrawal shall be made in writing to the other Party before the Change has been duly agreed to by both Parties in writing. If a withdrawal is made in accordance with this Section 3.2.1 the other Party shall accept such withdrawal. However, Supplier shall be compensated for work spent on preparing the Change according to Section 3.4.2 below.
- 3.2.2 Until a Change has been formally agreed upon by the Parties, the Supplier shall, unless otherwise agreed in writing by the Purchaser, continue to provide the Services as if such Change had not been requested.

### 3.3 Acceptance of Changes

- 3.3.1 Subject to the Parties agreeing on the price of a Change and/or any change in the Service Charges (where a price adjustment is applicable), which for the avoidance of doubt may imply amendments to the Agreement, any Service Specification or other manual as described in Section 4.3.1 (g) below, the Supplier agrees not to refuse any reasonable Changes suggested by the Purchaser or driven by changes in any regulatory requirements to which the Purchaser must comply.
- 3.3.2 The Purchaser shall always have the right to refuse a Change Request made by the Supplier, unless the Change Request is driven by changes in regulatory requirements to which the Supplier must comply. If such Change has any negative impact on the quality of the Services, the Purchaser shall be entitled to a reasonably decreased Service Charge with regards to the affected Services. The Purchaser shall motivate, in writing, its decision to reject a Change Request made by the Supplier.
- 3.3.3 A Change Request will be valid throughout the validity period of the Impact Assessment. The Impact Assessment will be valid for acceptance by the Purchaser for a period of up to six (6) months after the Purchaser's receipt thereof, unless the Impact Assessment is related to a Project Service, when the Impact Assessment will be valid for one (1) month after the Purchaser's receipt thereof.

### 3.4 Charge Review and Reimbursement for performing the Change Control Procedure

- 3.4.1 A Change Request may result in adjustment of the Service Charges subject to the Charge Review Procedure as set forth in Section 7 below and/or, for the avoidance of doubt, may imply amendments to the Agreement, any Service Specification or other manual as described in Section 4.3.1 (g) below.
- 3.4.2 The work carried out by the Supplier in preparing a Change Request (including but not

limited to making an Impact Assessment as set forth in Section 4) shall be deemed an integrated part of the Supplier's assignment hereunder and shall not entitle the Supplier to any separate or additional compensation unless the preparation of a Change Request necessarily requires more than eight (8) hours of work. Then the Supplier shall be entitled to compensation for all time exceeding eight (8) hours on a time and material basis according to the Service Charges in Appendix L, or as agreed between the Parties, provided that the Purchaser has pre-approved such preparation of a Change Request exceeding eight (8) hours.

### **3.5 Logging of Changes in a Change Control Report**

The Supplier shall be responsible to log all Change Requests, Impact Assessments and Changes in a Change Control Report. The Change Control Report shall be kept up to date at all times and a copy of the Change Control Report should be reported on a monthly basis to the Purchaser. The Change Control Report shall contain;

- (a) identification numbers of each Change Request and Impact Assessment;
- (b) the name of the originating Party;
- (c) a brief description of the Changes agreed upon, including any Changes in the Service Charges pursuant to any Charge Review Procedures;
- (d) the current status of all Change Requests (submitted, withdrawn, Change implemented, etc.); and
- (e) the date on which the Change Request and/or Impact Assessment was submitted to the other Party and (if applicable) the date the Change entered into effect.

## **4. PREPARATION OF CHANGES; IMPACT ASSESSMENT**

### **4.1 General**

- 4.1.1 The Supplier shall give each new Change Control Note an individual identification number, either upon creation or when receiving it. Furthermore, the Parties' representatives in the relevant forum as defined in Appendix J (Governance Model), shall at the latest at the next planned meeting after receipt of the Change Control Note (if the note is submitted in due time before such meeting considering the complexity of the Change) determine if the Change Request shall be subject to further investigation.

### **4.2 Preparation for Impact Assessment**

- 4.2.1 If it has been determined that a Change Request shall be subject to further investigation,

the Supplier shall conduct, and be responsible to, prepare an Impact Assessment. Upon receipt of an Impact Assessment request the Supplier shall give the Impact Assessment an individual identification number.

4.2.2 The Supplier shall prepare the Impact Assessment within the timeframes set out below, calculated from the date the Purchaser communicates its decision to further investigate the Change Request to the Supplier.

(a) For Normal Changes the Supplier shall complete the Impact Assessment within ten

(10) Business Days.

(b) For Major Changes the Supplier shall complete the Impact Assessment within thirty (30) Business Days.

4.2.3 If the given time frame for the Impact Assessment cannot reasonably be met by the Supplier due to the complexity of the Change Request, *e.g.* if the Change requires substantial technical investigations or the involvement of third parties, the Purchaser shall be notified by the Supplier in writing and provided with an estimated alternative time frame, within which the Supplier will complete the relevant Impact Assessment. The Purchaser may not unreasonably withhold, condition or delay its acceptance of such alternative time frame, provided that the reasons set forth by the Supplier are reasonably excusable.

#### 4.3 Requirement of Impact Assessment

4.3.1 The Impact Assessment shall, unless otherwise agreed between the Parties, include:

(a) a completed Change Control Note;

(b) a list of Deliverables required to achieve implementation of the Change along with a detailed timetable (*i.e.* refinement of the overview plan and details listed in the Change Control Note) and suggested acceptance criteria for approval of the implementation;

(c) the impact of the proposed Change, taking into account all relevant factors, including, where applicable;

(i) the impact of the proposed Change in relation to the scope of the Agreement;

(ii) other pending Change Requests;

(iii) the benefits and costs of the proposed Change;

(iv) the relevant technology components including but not limited to any infrastructure requirements, changes required to the Purchaser's IT infrastructure, the Supplier Assets and other applications;

(v) the exit procedures (if any);

- (vi) the impact on security and compliance requirements;
  - (vii) the scope of the Services (including whether any of the existing Services should be correspondingly increased or decreased);
  - (viii) any documentation that needs to be updated or any training that needs to be performed; and
  - (ix) any other matters reasonably requested by Purchaser or that could be relevant for Purchaser's assessment of the Change Request.
- (d) an initial analysis of the potential risks (if any) if the Change is not implemented;
  - (e) impact on existing Service Levels and any measuring tools including suggestions on service levels for the implemented Change (if applicable). For the avoidance of doubt, such proposed new service levels shall be based on the same principles and level of service as the Service;
  - (f) a process for post implementation review of the effectiveness of the Change;
  - (g) a list of any amendments to the Agreement, any Service Specification or other manual which are necessary to reflect the proposed Change (which, for the avoidance of doubt, only shall become effective upon Purchaser's acceptance of the Change Request); and
  - (h) any legal and regulatory compliance issues for either Party.

- 4.3.2 Any decrease or increase in the Charges proposed by the Supplier as a result of the Change, which for the avoidance of doubt may imply amendments to the Agreement, any Service Specification or other manual as described in Section 4.3.1 (g) above, shall be handled in accordance with the Charge Review Procedure pursuant to Section 7 below.

#### 4.4 Supporting Information for Impact Assessment

- 4.4.1 Each Party shall co-operate with the other with regard to clarifying any information contained in any Change Control Note or Impact Assessment as may be reasonably required by the other Party.
- 4.4.2 The Supplier shall, after submitting an Impact Assessment, provide the Purchaser with any supporting information that is reasonably necessary in order for the Purchaser to be able to assess such Impact Assessment.

### 5. CHANGE EVALUATION

- 5.1 After evaluating a Change Request and an Impact Assessment, the Parties shall for each Change Request during its validity period:
- (a) approve the Change Request, and the Impact Assessment as applicable, through signatures on each of these documents by the authorized representatives to approve such Change Request as set forth in Section [3.1.13](#) which together, when signed by both Parties, shall form the formal agreement on the Change in question between the Parties and hence, authorize the Supplier to proceed with the implementation of the Change; or
  - (b) request amendments and/or clarifications to the Impact Assessment. Such request shall specify the parts of the Impact Assessment that needs to be amended and/or clarified in reasonable detail. In case such request is made a new validity period will apply from the Purchaser's receipt of such new or amended Impact Assessment.
- 5.2 If none of the actions set forth above have been taken by the Parties within the validity period of the Change Request, it shall be considered a notification that the Parties do not wish to proceed with the proposed Change. However, the Parties may agree to prolong the validity period of the Change Request if needed.

## **6. EXPEDITED CHANGE PROCEDURE**

### **6.1 General**

An expedited Change Control Note is a Change Control Note for which shortened lead times and a simplified approval procedure apply.

### **6.2 When to Apply the Expedited Change Procedure**

- 6.2.1 All Change Control Notes shall be dealt with in accordance with the normal Change Control Procedures, except (i) where the Agreement (including the Appendices) explicitly states that the Expedited Change Procedure shall apply, and (ii) for the following classifications of Changes;

- (a) Changes required to comply with the Purchaser's security requirements;
- (b) Changes required to comply with any law, enactment, order, regulation, directive or other similar instrument; or
- (c) Changes which in the reasonable opinion of the Purchaser or Supplier need to be dealt with on an expedited basis.

- 6.2.2 Neither Party will refuse to deal with a Change as an expedited Change if so requested by the other. However, if a Party considers the process to be abused it should refer such matter to the relevant forum as defined in Appendix J (Governance Model), who has the possibility to escalate the

issue in accordance with the escalation procedure set out in Appendix J, unless otherwise specified in any Service Specification.

### 6.3 Timeframes for Expedited Changes

6.3.1 Upon receipt of a Change Control Note classified to be expedited, the receiving Party shall

acknowledge receipt by such Change Control Note in writing (*i.e.* sign the required box in the Change Control Note) without undue delay. From the receiving Party's acknowledgement of such Change Control Note the following time frames shall apply, unless otherwise agreed to by the Parties in writing;

- (a) For Normal Changes the Supplier shall complete the Impact Assessment within three (3) Business Days.
- (b) For Major Changes the Supplier shall complete the Impact Assessment within five (5) Business Days.

6.3.2 If the given time frame for the Impact Assessment cannot reasonably be met by the Supplier due to the complexity of the Change Request, the Purchaser shall be notified by the Supplier in writing and provided with an estimated alternative time frame, within which the Supplier will complete the relevant Impact Assessment. Purchaser may not unreasonably withhold, condition or delay its acceptance of such alternative time frame, provided that the reasons set forth by the Supplier are reasonably excusable.

### 6.4 Acceptance Procedure

Acceptance shall be made in accordance with the principles set out in Section 5.

## 7. CHARGE REVIEW PROCEDURE

7.1 All Changes shall not give rise to a Change or adjustment of the Service Charges or be subject to any additional amounts paid by the Purchaser to the Supplier, (nor, for the avoidance of doubt, imply amendments to the Agreement, any Service Specification or other manual as described in Section 4.3.1 (g) above). The following are classifications of Changes for which the Supplier is not entitled to claim any adjustment of the Charges:

- (a) if the Purchaser terminates parts of the Services in accordance with what is set forth regarding Partial Termination in Section 19.5 of the Master Service Agreement the Service Charges for the Services still being purchased shall not be affected; and
- (b) such Changes which have been identified in the specific terms for each Service Specification, not to result in any Change or adjustment of the Service Charges.

- 7.2 If the Supplier suggests an increase of the Service Charges, the Supplier shall provide the Purchaser with sufficient information to verify that the amount of the increase is equal to the cost increase for the Supplier, based on corresponding rate cards ,except for where the Change consist of the ordering of a New Service, where the Service Charges for such New Service will be set in accordance with Section 4.5 in the Master Service Agreement or in the price exhibit in the Service Specification, as applicable. The Purchaser shall, in its sole discretion, have a right to, within thirty (30) Business Days from receipt of the Change Request, verify such increase by consulting an independent third party which shall not be a direct competitor of the Supplier.
- 7.3 If a decrease in the Charges is proposed, the Supplier shall provide further information to explain how such decrease can be achieved and verify the amount thereof.
- 7.4 The Parties shall determine any possible increase or decrease in the Service Charges by good faith negotiations, such negotiations shall adhere to the principles set forth in Appendix L regarding pricing of the Services. The pricing principle of the Service which is concerned by the Change or the most similar to the Change shall apply to the potential increase or decrease in the Service Charges.

## **8. MULTIPLE CHANGES**

In the interest of efficiency, it is open to the Parties to consolidate multiple Change Requests into a single Change Control Note.

<b>CHANGE CONTROL NOTE</b>		
<b>TITLE OF CHANGE REQUEST</b>		
Originating Party	Identification number of Change Request	Date of Change Request
Contact details to the contact person with the originating Party	Telephone	
	Email	
	Authorized representatives signature	
Short description of the suggested Change including reason for the Change		
Details of the change incl. any specification		
Recipient Contact Details	Name	
	Email	
	Telephone	
	Signature by authorized representative (to acknowledge receipt)	

<b>PRIORITY (mark with cross)</b>	
Normal Change Control Procedure <input type="checkbox"/>	Expedited Change Procedure <input type="checkbox"/>

<b>CHARACTERIZATION OF CHANGE</b>		
	Normal <input type="checkbox"/>	Major <input type="checkbox"/>
<b>NEED OF EXTERNAL/THIRD PARTY APPROVAL OR REVIEW FOR THE REQUESTED CHANGE</b>	Yes  No	
<b>IMPLEMENTING DEPARTMENT/PERSON</b>  Please state which department(s) or person(s) that are responsible for implementation of solution.		
<b>PLAN OVERVIEW</b>  Please state a brief time schedule for the proposed solution including named resources, dependencies, deadlines, timeframes and testing requirements.		
<b>COST ESTIMATE</b>  Please state cost estimate including a breakdown of the cost estimate.		
<b>AGREEMENT/EXHIBIT IMPACT</b>  If applicable, identify the specific part of the Agreement and/or the specific Appendix that is affected by the Change Request.		

<b>BENEFITS RATIONALE</b>  Short description of impact to business operations, services etc.	
<b>NON-IMPLEMENTATION OF CHANGE</b>  If the change will not be implemented, the reason therefore should be stated in this box.	
<b>SIGNATURES FOR THE FORMAL APPROVAL (CONSTITUING THE AGREEMENT BETWEEN THE PARTIES) TO IMPLEMENT THE CHANGE</b>  Please note that a Normal Change can be approved via email.	
<b>AGREED ON BEHALF OF THE PURCHASER</b>	<b>AGREED ON BEHALF OF THE SUPPLIER</b>
Signature	Signature
Name	Name
Title	Title
Date	Date

**This Change Control Note shall have no impact and not be binding on the Parties unless it is duly signed by authorized representatives from both Parties.**

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29 June 2022

29 June 2022

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## **APPENDIX L**

**to**

### **Master Services Agreement**

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General Pricing Appendix

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Exhibit A: Rate Bard

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## 1. GENERAL

- 1.1 This Appendix L is made with reference to the Master Service Agreement entered between Purchaser and Supplier
- 1.2 The objective of this Appendix L is to set out the agreed compensation levels, detail the invoicing procedure and explain the expectation regarding cost transparency.

## 2. DEFINITIONS

Any capitalised terms used but not specifically defined herein shall have the meanings set out for such terms in the Master Services Agreement. In addition, the capitalised terms set out below in this Section 2 shall for the purposes of this Appendix L have the meanings described herein. All capitalised terms in singular in the list of definitions shall have the same meaning in plural and vice versa.

Term	Definition
N/A	N/A

## 3. PRICING MODELS

The price model(s) for a specific Service Object shall be defined in the related price appendix.

Price units to be used in the price models are:

- Fixed price (linked to a time period e.g. year, month, sprint)
- Hours
- Specific Service Object price unit (e.g. user, servers, bots, tickets)

## 4. COMPENSATION LEVELS

- 4.1 The specific Service Charges related to the unique Services will be specified in the related Service Specification.
- 4.2 The hourly rates set out in Exhibit A (Rate Bard) shall apply in relation to any Services performed by the Supplier on a time and materials basis set out in related Service Specification.
- 4.3 In the event that the Parties agree that there is an additional requirement to define and agree standby or call-out rates in relation to this Appendix L then such rates shall be agreed in accordance with the Change Control Procedures (Appendix K).
- 4.4 The rates and related variable rates set out in Exhibit A (Rate Bard) of this Appendix L are:

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- i. exclusive of all expenses reasonably incurred by the Supplier which shall become payable by Purchaser in accordance with section 10.1.2 in the Agreement.
- ii. exclusive of Value Added Tax;
- iii. are valid for the period from the Effective Date up until the validity date according to Exhibit A, Section 4.1. A Party may, no more than once per 12 months, initiate rate discussions with the other Party. The Parties agree to reflect local variances of the rates in rate discussion and consider that rate structure might evolve over the Term. Any adjustments thereto shall be agreed in accordance with the Change Control Procedures (Appendix K).

## **5. FLEXIBILITY OF SERVICE CHARGES FOR APPLICATIONS**

This section is valid for the delivery models defined in Appendix A, Section 4 (Delivery Models).

The Service Charges for Operation for Business and Platforms Service Objects is a fixed price over the Term of the Agreement as set out in Exhibit 2 (Pricing).

To provide a mechanism for adding or removing applications the fixed Service Charge per application (“Proportional Service Charge”) shall be defined according to Section 5.1, 5.2 and 5.3 below.

### **5.1 Baseline measurement**

Baselineing is conducted to reallocate the Service Charges for Operation to a Proportional Service Charge for each application within that Service Object after gathering information including the Supplier resourcing and costs during the measurement period.

The Supplier shall for Services transitioned from other supplier during the first six (6) months, starting from the Effective Date, collect all necessary data and information on the cost drivers (i.e. incident volumes, etc.) to enable a more detailed calculation and allocation of the Service Charges for Operation to be distributed between the applications within that Service Object. Using this data, the Supplier shall specify and break down the Operations Service Charge for the Service Object to the Proportional Application Charge. An initial draft of the Proportional Application Charges shall be published by the Commencement Date. The Proportional Application Charge shall be finalized no later than 3 months after the Commencement Date.

Exhibit 2 (Pricing) for that Service Object shall be updated with the Proportional Application Charge for each application within that Service Object.

### **5.2 Ramp-down applications**

The Purchaser has the right to decommission, ramp-down or retire one or more applications (“Application Ramp-down”) using the Change Control Procedures set out in Appendix K.

In case of an Application Ramp-down the monthly Service Charges for Operation will be adjusted as follows:

- (a) As of the date of the Application Ramp-down, the Service Charges will be reduced by ninety-five (95) percent of the Proportional Application Charge for such application(s).
- (b) The Services Charges for Operation in Exhibit 2 (Pricing) for that Service Object shall be updated to reflect the removal of the application(s).

### **5.3 Addition of new applications**

The Purchaser has at any time during the Term the right to add new applications, which will then be added to the Service Specification for that Service Object. Such new applications may be added through Projects or as otherwise agreed according to the Change Control Procedure.

The Supplier shall collect all necessary data and information on the cost drivers (i.e. incident volumes, etc.) to enable a detailed calculation of the Proportional Application Charge. This calculation shall be based on the same principals as the calculation of the existing Service Charges for the Service Object.

The Parties shall agree on the Proportional Service Charge for the added application and the corresponding new Service Charge. Exhibit 2 (Pricing) for that Service Object shall be updated accordingly.

For avoidance of doubt, if the added application at a later stage will be removed according 5.2 above, the reduction of Service Charges shall correspond to the increase of Service Charges under this Section 5.3 (ie 100% instead of 95% of the Proportional Service Charge).

## **6. FLEXIBILITY OF UNIT PRICES**

Purchasers increased or decreased usage of the Resource Units may result in either an Additional Resource Charges (ARCs) or Reduced Resource Credits (RRCs). “Flexibility of units” means change in for example Number of Servers, Number of Database Instances, Number of Users etc.

### **6.1 Standard Model**

As a standard model the ‘ARC/RRC’ will apply above (-/+) 10% of the Resource Units from the Resource Baselines.

In the range of (-/+) 10% of the Resource Units from the Resource Baseline the monthly cost will hold true and no ARCs/RRCs will apply (the “Deadband”)

At the range between (-/+) 10% to (-/+) 35%, monthly cost will be decreased or increased with applicable unit price according to Exhibit 2.

At a range more than (-+) 35%, Supplier and Purchaser will agree on a revised unit price.

The Resource Units and Resource Baselines shall be defined in the Service Specification for each Service

## 6.2 Adjustment of monthly cost

Supplier shall track the number of Resource Units actually utilized by Purchaser during each calendar month of the Term. Supplier shall provide such information for each calendar month to Purchaser with the reconciliation for such month against the Resource Baselines.

Supplier shall provide the ARCs or RRCs for resources utilized and authorized by Purchaser above the Deadband.

If the quantity of Resource Units consumed by Purchaser in a calendar month is less or greater than the applicable Monthly Baseline Volume for such Resource Unit, then a RRC or ARC shall be calculated for such Resource Unit and calendar month using the following table:

<u>Particulars</u>	<u>Volume variation rate</u>	<u>ARC price</u>	<u>RRC price</u>
<b>Deadband</b>	plus/minus 10%	Base unit price	Base unit price
<b>ARC/RRC Band 1</b>	10-20%	90% of Base unit price	105 % of Base unit price
<b>ARC/RRC Band 2</b>	20-35%	80% of Base unit price	110 % of Base unit price
<b>ARC/RRC Band 5</b>	>35%	Agree new price	Agree new price

The numbers in above table are the standard model for calculating the cost. Different values for the numbers in the above table can be agreed for a specific Service and shall then be defined in Exhibit 2 (Pricing) to the corresponding Service Specification. The relevant ARC/RRC unit prices are specified in each Service Specification and computations will be done for each Service.

The monthly volumes will be weighted quarterly and the new unit price will be valid from the first month the following quarter

## 7. INVOICING PROCEDURES

- 7.1 This section provides the terms of payment and invoicing for Services under the MSA. Any additional requirements not specified as part of the Services to be provided under the Agreement and required by the Purchaser are to be offered and priced by Supplier

separately upon request. Supplier is not entitled to payment for any Service unless Purchaser by the issuance of a purchase order has confirmed that Service can be commenced in accordance with section 4.2 in the Agreement.

- 7.2 Invoice specification must follow cost transparency model as outlined in section 8 (Cost Transparency) in this Appendix L.
- 7.3 Purchase orders related to the Services are to be issued in advance of Commencement Date and with a maximum duration of the Service term as agreed in the related Service Specification.
- 7.4 For Service Objects ordered, if any, Supplier shall invoice Purchaser monthly retroactive if not otherwise agreed by the Parties in the related Service Specification.
- 7.5 For Project Services ordered, if any, Supplier shall invoice Purchaser according to agreement set by the Parties in Appendix B3. All projects will be settled in B3 and should also be agreed how and when it should be invoiced.
- 7.6 For other deliveries or services ordered, if any, Supplier shall invoice Purchaser one hundred percent (100%) at delivery of the relevant ordered goods and/or Service unless otherwise agreed by the Parties on a case by case basis or according to agreement set by the Parties in the relevant Service Specification.
- 7.7 Purchaser shall have the right to have an invoice for a Service split and sent directly to the Purchaser Related Companies having received the Service (or parts thereof). For the avoidance of doubt such invoice allocation shall always be stipulated in the relevant Service Specification from the very beginning. For the avoidance of doubt, this clause shall not apply for Services ordered under a Local Service Agreement.
- 7.8 Purchase Orders under a Local Service Agreement shall be invoiced directly from the Supplier Local Entity to the Purchaser Local Entity. The Purchaser Local Entity shall during the term of this Local Service Agreement pay to the Supplier Local Entity the Service Charges for Local Services as further set out in the Agreement. Payment shall be made in the manner and on the dates set out in the Agreement, as applicable.
- 7.9 For the avoidance of doubt the Purchaser Local Entity may also purchase New Services not purchased by the Purchaser under the Agreement, which shall then be handled in accordance with Section 4.5 of the Master Services Agreement, and the New Services shall become part of the Local Services.
- 7.10 The overall rule is that Services that Purchaser buy are common global Services. Global Services shall be ordered, invoiced to and paid by Purchaser centrally.  
But where a part of a global Service is clearly delivered to a certain location by resources at that same location only, then this part of the global Service can be ordered by that local entity and invoices shall be sent to and paid by that same entity.  
Example of Services that could be local; Factory onsite Support, Office onsite Support
- 7.11 Payments terms for an invoice are defined in section 10.7.3 in the Agreement

- 7.12 All invoices will be paid in USD if not otherwise agreed, according to section 10.1.7 in the Agreement. Goods and Services priced and agreed in other currencies than USD, shall be subject to conversion to USD, latest at the date of issuance of the purchase order, using the applicable exchange rate as published by Sveriges Riksbank at such date. (<http://www.riksbank.se/en/Interest-and-exchange-rates/>).
- 7.13 As an exception to 7.12 above, the rates in Exhibit A (Rate Bard) shall be invoiced and paid in the defined local currency. In the case of Managed Capacity when the cost is connected to the rate bard in Exhibit A, situations can occur with multiple currencies connected to a specific Managed Capacity. This due to consultants working in different locations and use of rate bard in local currencies. In such cases separate POs per currency will be created.

## **8. COST TRANSPARENCY**

- 8.1 Transparency is defined as the ability to describe how the cost for a certain IT service or function is derived from the underlying components, while traceability is defined as the ability to identify who or what has caused a certain cost. An IT service also comprises of supporting services, some of which are supporting components, and others including activity based computing components.
- Being able to provide transparency and traceability is a prerequisite for getting acceptance from internal customers regarding how IT costs are allocated and distributed. It is also a major tool for constantly tuning the financial performance of the IT platform.
- 8.2 The quotation or invoice specification shall, upon Purchasers request, be broken down to Services provided by a Supplier according to the Purchaser's Service catalogue. A table summarising key requirements is below and a further breakdown is provided later in this section

ID	<b>Finance and Charging – Key demands</b>
A	Invoices shall be specified to according to price model, defined in applicable price appendix.
B	Invoices shall be specified with cost traceability, i.e. the ability to identify <i>who</i> or <i>what</i> has caused a certain cost. Both direct as well as indirect costs related to a certain service request shall be considered.
C	The Supplier shall adapt and automate processes related to invoicing of the provided services, according to Purchaser's demand and specification.

D	Invoices shall, upon Purchasers request, be specified and broken down to facilitate cost transparency and cost traceability towards our internal customers. Important dimensions include, but are not limited to, geography and consumption per user, unit, and service level. Dimensions to be managed depend on the type of service provided.
E	The Supplier, upon Purchasers request, shall provide statistics and reporting to facilitate the understanding of how IT costs emerges and develops. Greater deviations shall be clearly highlighted and reported.
F	The Supplier shall, upon Purchasers request, provide statistics and reporting to provide support in anticipating and controlling IT usage.

8.3 The Supplier shall, upon Purchasers request, provide cost break down or invoice specifications that are formatted in line with the cost model.

Cost breakdown, agreed for each service delivery, needs to be shown with the following components accounted for in separate areas of the invoice, if applicable;

1. Service
2. Software
3. Licenses
4. Hardware
5. Facilities
6. People
7. Connectivity
8. Activity Based Computing

8.4 Cost model factors:

Cost of the underlying assets - actual one off and annual cost of any capital investment including full depreciation breakdown.

Operating costs - costs that re-occur on a regular basis, such as licence maintenance costs and facility costs.

Resources - resources allocated to activities related to a bought service. Managed service resources need not to be highlighted separately.

8.4.1 Service

Each uniquely identified Service, as specified in the Service Specification provided by the Supplier shall be accounted for separately in the regular invoice provided to the Purchaser. An accounting reference will be provided to the Supplier, and this reference needs to be

used in the outline of the invoice. Any Major Changes to the managed service as agreed between the Purchaser and Supplier will result in a potentially new accounting reference to be used in invoicing. The Supplier is expected, on a reasonable level, to be able to break down individual costs for a managed service in the event of any service level disputes that may arise with the Supplier.

#### 8.4.2 Software

All software that is provided as a uniquely identified asset by the Supplier shall be referenced in the invoice as any capital cost for the actual software and a separate entry referring to any agreed maintenance for that software. Accounting reference codes will be provided for each software package provided to the Purchaser by the Supplier, however separation is required for capital expense versus on-going maintenance. In the event that any persons are allocated to activities to manage the software, they need to be accounted for in the “people” or “activity based computing” section.

#### 8.4.3 Licenses

The Supplier shall ensure that each license shall be accounted for in separate entries with any maintenance detailed including any options that have been identified and agreed.

Where licenses are required to be billed upon a consumption model basis, details of the consumption need to be summarised in the actual invoice with actual detail provided as agreed upon in the relevant schedule of the contract. Regular communication is expected from the Supplier as to any changes in costs that could be associated with moving between maintenance packages for licenses or service level packages for licence maintenance.

#### 8.4.4 Hardware

All hardware components that contribute to an identified IT service shall be accounted for in separate entries, separating any capital cost against any on-going maintenance cost. Examples include servers, storage, network etc. Proposals for invoicing layouts need to be agreed with Purchaser before invoicing takes place. The information contained in the Supplier's invoice needs to be allocated to components for an IT service delivered to Purchaser's end customers, and therefore the formatting needs to be supported by both the Supplier as well as the Purchaser.

#### 8.4.5 Connectivity

Wide Area Network links managed by the Supplier need to be itemised per connection with a summary of line speed as well as any specifically agreed options. The maintenance costs for any network equipment (LAN & WAN) need to be accounted for in the Hardware section of the invoice. Any activity based computing items, such as network administration, need to be accounted for in the “Activity Based Computing” section bellow.

All other connectivity services provided by the Supplier need to be itemised separately as agreed in the relevant Service Descriptions.

#### 8.4.6 Facilities

Any specific facility costs that have been agreed with the Supplier need to be accounted for as an entire cost per facility. Facility costs are considered as overhead costs and therefore need to be accounted for accordingly.

#### 8.4.7 People & Activity Based Computing

All agreed activity based computing costs need to be itemised per activity or resource depending on the service being provided. For example, Enterprise Network Administration needs to be broken down into major activities, such as “operations”, “change”, “maintenance”, “support” so that relevant cost items can be accounted for appropriately in the IT service being provided to the end customer. Other examples, such as project management, application management and so on need to be separated according to agreed layout specified in the relevant schedule.

Each resource that spends time on an activity needs to have their appropriate time approved in accordance with the relevant governance model applied for the service delivered to Purchaser.

#### 8.4.8 Service Level Based Cost Model

Purchaser will review IT service costs on a regular basis as part of the IT service operational review that it undertakes with its customers. In order to facilitate future change management, the Supplier are expected to keep up to date a service level based cost model for the services that are supplied. This cost model will stipulate the cost increase or decrease accordingly if a new service level is chosen for that particular service.

29 June 2022

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Exhibit A – Rate Bard  
Exhibit B – Discount model

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Exhibit A to Appendix L – Rate Bard_HCL			1 (6)
Type of document <b>Exhibit</b>	Security class: <b>Error! Reference source not found.</b>	Issue 1.0	Date 2022-06-27
Issuer Antartica Bar Corporation		Exhibit A	



## 1. Introduction

This Exhibit A under Appendix L is part of the Master Services Agreement between the Purchaser and the Supplier and stipulates the Rate Bard and any special terms applicable to this Rate Bard.

## 2. Role definition

The role definition model bellow is based on the *Dreufus model for Skill Acquisition* and shall be used as the base for defining rates for the specific roles and competences in Section 3.

Competence Level	Novice	Advanced Beginner	Competent	Proficient	Expert
<b>Knowledge</b>	Is familiar with the skill/theory/principle. Knows the basic concept behind the skill/theory/principle and applies it when given the situation and explicit instructions to apply it.	Can determine which skill/theory/principle to apply to different situations without guidance, but not aware of how to optimize its application or other factors that should be considered.	Can identify factors to consider in application outside of the obvious. Can give a few examples of application.	Knows how to optimize the solution for a given content. Can give examples of specific applications and the outcomes	Has an all encompassing understanding of the skill/theory/principle and all issues involved with applying it to different situations. Can give examples of related personal experiences and what was learned.
<b>Standard of Work</b>	Can complete a simple application if given detailed instructions.	Can complete straightforward application with minimal instruction.	Can complete assignment, but not necessarily optimally.	Can optimize solution, but takes some effort	Optimizes the solution without effort.
<b>Autonomy</b>	Can apply skill/theory/principle with guidance, needs feedback to learn.	Can apply skill/theory/principle, to individual assignments, but needs supervision to ensure solution fits into overall project.	Can apply skill/theory/principle successfully and knows there are outside issues that need to be considered, but consults others for guidance on how to address them.	Can optimize the solution and knows the outside factors to consider without asking others	Needs no supervision or support. Others come to them for advice.
<b>Decision</b>	Uses an analytical process to solve the problem using predetermined resources and applies a predetermined skill/theory/principle to the problem.	Uses an analytical process to solve the problem and decides which skill/theory/principle to use to solve the problem.	Uses an analytical process to solve the problem. Thinks about outside factors that might affect the outcome and decide how to address them.	Uses an analytical process to solve the problem. Thinks about how to optimize the solution in the big picture	Relies on intuition to solve the problem. Doesn't have to think about which skill/theory/principle to use or the outside factors affecting the outcome.

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<b>Perception of Context</b>	Considers no other factors than the minimal ones given in the problem definition.	Considers the detailed context described in the problem definition, but no factors outside of the problem definition.	Considers factors outside of those defined in the problem that might have a direct impact on success.	Considers how the solution fits into the big picture	Has an all encompassing view of how the solution will impact the big picture.
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### 3. Rate Bard

Role	Competence	Sweden SEK/h	Belgium EUR/h	Charleston USD/h	Shanghai RMB/h	India USD/h
Business Analyst (strategy/process oriented)	Competent	982,35	98,00	120,00	450,00	33,61
Business Analyst (strategy/process oriented)	Proficient	1 152,86	109,00	150,00	500,00	43,23
Business Analyst	Adv Beginner	850,35	72,94	95,00	344,85	21,00
Business Analyst	Competent	1 000,90	82,00	120,00	425,00	31,99
Business Analyst	Novice	727,21	60,00	89,81	260,34	14,94
Business Analyst	Proficient	1 070,00	105,15	140,13	491,82	40,50
Business Intelligence Engineer	Adv Beginner	800,00	70,87	90,00	340,00	22,56
Business Intelligence Engineer	Competent	1 000,90	84,21	110,00	425,00	32,34
Business Intelligence Engineer	Novice	649,78	58,00	75,00	225,00	17,00
Business Intelligence Engineer	Proficient	1 100,00	110,00	130,00	460,00	40,00
Data Engineer	Adv Beginner	687,28	75,23	95,78	300,00	21,00
Data Engineer	Competent	1 090,00	105,51	115,00	350,00	35,00
Data Engineer	Novice	679,00	70,00	86,00	240,00	16,94

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Data Engineer	Proficient	1 531,34	150,00	155,00	500,00	40,38
Digital Architect	Adv Beginner	705,58	75,00	94,00	319,27	27,80
Digital Architect	Competent	1 058,88	100,00	128,25	470,15	39,50
Digital Architect	Novice	676,58	72,00	90,00	291,84	21,00
Digital Architect	Proficient	1 199,43	120,00	150,00	491,06	45,00

Engineer - Cloud Platform	Adv Beginner	800,00	56,85	91,77	274,35	20,00
Engineer - Cloud Platform	Competent	1 100,00	68,09	121,01	403,36	30,00
Engineer - Cloud Platform	Novice	650,00	42,11	72,09	216,68	11,00
Engineer - Cloud Platform	Proficient	1 441,34	68,00	146,01	433,36	35,00
Engineer - Infrastructure	Adv Beginner	653,59	59,49	72,00	300,00	19,00
Engineer - Infrastructure	Competent	733,43	63,69	90,00	340,00	30,34
Engineer - Infrastructure	Novice	598,32	52,00	65,79	280,51	17,74
Engineer - Infrastructure	Proficient	792,11	68,78	103,00	407,75	35,63
Engineer - Legacy	Adv Beginner	725,99	62,85	97,00	302,00	19,53
Engineer - Legacy	Competent	785,00	77,95	110,00	360,00	28,21
Engineer - Legacy	Novice	579,83	55,39	76,13	231,80	11,78
Engineer - Legacy	Proficient	929,65	98,45	120,00	485,45	34,73
Engineer - Middleware/Databas	Adv Beginner	675,14	60,10	85,00	260,00	18,42
Engineer - Middleware/Databas	Competent	723,53	64,34	100,00	325,00	30,63
Engineer - Middleware/Databas	Novice	600,13	53,42	72,00	205,00	18,00
Engineer - Middleware/Databas	Proficient	781,41	69,49	115,00	419,00	34,82
Product Manager	Adv Beginner	819,43	80,00	92,92	314,76	24,99
Product Manager	Competent	990,56	110,00	122,17	426,51	29,62

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Product Manager	Proficient	1 290,30	112,82	134,50	517,92	45,07
Product Owner	Adv Beginner	824,26	76,00	112,00	450,00	30,98
Product Owner	Competent	1 149,43	110,00	140,00	475,00	39,00
Product Owner	Novice	740,31	72,00	104,70	371,08	19,00
Product Owner	Proficient	1 342,35	120,17	152,00	627,00	45,60
Project Admin/Controller/Communication/Informant	Adv Beginner	642,21	57,00	80,00	325,00	26,42
Project Admin/Controller/Communication/Informant	Competent	710,48	68,85	84,00	440,00	32,38
Project Admin/Controller/Communication/Informant	Novice	601,16	55,36	76,00	275,00	22,00
Project Admin/Controller/Communication/Informant	Proficient	839,60	84,12	110,00	475,00	38,61

Project/Program Manager	Adv Beginner	799,26	80,00	110,00	450,00	29,81
Project/Program Manager	Competent	1 149,43	110,00	130,00	475,00	34,00
Project/Program Manager	Novice	673,55	70,93	95,00	342,00	25,00
Project/Program Manager	Proficient	1 309,66	118,00	150,00	600,00	42,08
RTE	Adv Beginner	567,10	67,50	74,55	251,58	18,00
RTE	Competent	596,69	70,57	79,29	282,17	20,97
RTE	Proficient	721,65	81,23	100,78	365,63	29,60
Salesforce Configurator/Business Analyst	Adv Beginner	907,25	74,54	99,00	307,00	23,08
Salesforce Configurator/Business Analyst	Competent	1 061,64	86,05	120,00	430,00	36,09
Salesforce Configurator/Business Analyst	Novice	807,12	61,64	90,00	254,60	18,00
Salesforce Configurator/Business Analyst	Proficient	1 200,91	114,09	135,00	419,00	40,51
Salesforce Developer/Tester/Release	Adv Beginner	851,32	78,40	91,00	300,00	21,00
Salesforce Developer/Tester/Release	Competent	954,90	83,59	103,00	400,00	33,90
Salesforce Developer/Tester/Release	Novice	807,12	61,64	85,50	254,60	18,00

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Salesforce Developer/Tester/Release	Proficient	1 190,91	111,34	135,00	419,00	40,51
Salesforce Solution Architect	Competent	1 050,67	84,18	125,55	478,34	35,12
Salesforce Solution Architect	Proficient	1 200,91	120,00	136,00	483,00	40,00
SAP Business Analyst/SAP Configuration	Adv Beginner	643,42	70,00	84,00	270,00	17,00
SAP Business Analyst/SAP Configuration	Competent	681,00	80,00	91,02	315,64	24,55
SAP Business Analyst/SAP Configuration	Novice	591,76	60,00	76,18	220,25	13,58
SAP Business Analyst/SAP Configuration	Proficient	850,84	81,78	112,00	432,76	25,00
SAP Developer/Tester	Adv Beginner	660,34	62,77	79,71	257,35	15,20
SAP Developer/Tester	Competent	694,04	65,45	85,11	350,59	24,00
SAP Developer/Tester	Novice	611,43	54,00	72,00	220,00	15,20
SAP Developer/Tester	Proficient	875,38	93,36	115,00	450,00	33,40
SAP Project/Program Manager	Adv Beginner	679,03	59,25	100,85	304,40	18,05
SAP Project/Program Manager	Competent	771,43	75,00	115,15	369,10	26,00

SAP Project/Program Manager	Proficient	900,38	92,00	130,00	476,70	32,40
SAP Security & Control Eng/SAP Authorisation	Adv Beginner	679,03	59,25	83,00	250,00	14,94
SAP Security & Control Eng/SAP Authorisation	Competent	771,43	73,29	108,10	350,00	26,00
SAP Security & Control Eng/SAP Authorisation	Novice	563,27	55,00	75,20	210,55	11,00
SAP Solution Architect	Adv Beginner	679,03	59,25	100,85	304,40	14,94
SAP Solution Architect	Competent	993,24	100,00	135,90	460,00	35,00
SAP Solution Architect	Proficient	994,20	94,45	132,00	492,15	35,00
SAP System Design/Analysis/SAP Integration/XI	Adv Beginner	679,03	59,25	77,90	260,00	14,94
SAP System Design/Analysis/SAP Integration/XI	Competent	771,43	73,29	83,60	344,00	26,01
SAP System Design/Analysis/SAP Integration/XI	Novice	563,27	54,00	69,35	174,80	11,00

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SAP System Design/Analysis/SAP Integration/XI	Proficient		890,38	94,96	95,00	398,05
Scrum Master	Adv Beginner		801,32	76,12	112,00	450,00
Scrum Master	Competent		950,00	84,92	125,00	477,06
Scrum Master	Proficient		1 070,00	110,00	135,00	550,00
Security Engineer	Adv Beginner		860,00	59,28	81,00	350,00
Security Engineer	Competent		1 129,81	77,28	115,00	400,00
Security Engineer	Novice		707,00	52,74	83,00	275,00
Security Engineer	Proficient		1 254,81	77,28	126,65	415,00
Software Engineer - Legacy	Adv Beginner		628,25	65,00	81,28	220,30
Software Engineer - Legacy	Competent		719,98	79,89	91,92	300,60
Software Engineer - Legacy	Novice		563,27	54,00	70,35	215,99
Software Engineer - Legacy	Proficient		900,38	91,03	110,99	390,00
Software Engineer	Adv Beginner		690,39	72,00	84,92	280,49
Software Engineer	Competent		830,00	80,00	94,53	341,06
Software Engineer	Novice		600,00	60,00	77,90	251,97
Software Engineer	Proficient		835,00	85,00	105,84	365,09
						38,00

## 4. Additional terms

- 4.1 Rate bards are valid until 31<sup>st</sup> December 2025.
- 4.2 The Purchaser shall be entitled to terminate any Services provided through the rate bard for convenience with thirty (30) days notice. If terminated, the Purchaser shall not be obliged to pay any specific termination fee, except for the agreed Service Charges during the notice period, unless otherwise specifically agreed.
- 4.3 The rates in the ratebard are in some countries base on local currency, and as an exception to section 7.12 in Appendix L these rates shall also be invoiced in the local currency.

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- 4.4 The “Expert” competence, as defined under section 2, is not included in the ratebard under section 3 and the rates for these competences shall be agreed on a case by case basis between the Parties.
- 4.5 The main rule is that no overtime compensation is applicable in relation to the Services provided through the rate bard. There may be exceptions for specific circumstances were overtime compensation is payable, when the overtime is pre-approved by the Purchaser. The regulation of overtime compensation varies between countries and therefor these regulations has to be agreed separately between the Parties for each country, if applicable. For Sweden the overtime compensation is regulated in the “FRAMEWORK AGREEMENT FOR THE SUPPLY OF CONSULTANTS ON SITE” agreement (i.e Fieldglass agreement) between the Parties.
- 4.6 Working hours for each country shall follow on the normal working hours for the Purchaser for that country.
- 4.7 Expenses will be regulated as per 10.1.2 of the Master Services Agreement.
- 4.8 The Rates shall be applied based on delivery location.

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## 1. Introduction

This Exhibit B under Appendix L is part of the Master Services Agreement between the Purchaser and the Supplier and stipulates the Discount Model and any special terms applicable to this Discount model.

## 2. Discount model definition

The volume discount model is based on the annual invoiced spend of Antarctica Bars on Time and Material based deliveries from HCL (Managed Capacity, Agile teams, Fiedglass consultants etc). The volume of invoiced spend for calculating the discount levels will be inclusive of the below listed.

- Spend towards managed capacity expenses in a financial year

The volume of invoiced spend for the below listed will be excluded from calculations

- Any agile team SOW contracted with **fixed** price commercial model

## 3. Discount model

The Volume discount slabs are illustrated in the table below:

Managed Capacity Spend Level (In MUSD)	Volume Discount Slab	Cumulative Value (Discount value in MUSD)
\$ 41.6	Current Base	\$ 0
\$ 46.6	0.50%	\$0.23
\$ 51.6	0.90%	\$0.46
\$ 56.6	1.30%	\$0.74
\$ 61.6	1.64%	\$1.01
\$66.6	1.94%	\$1.29
\$71.6	2.23%	\$1.60

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\$76.6		2,50%	\$1.92



## 4. Additional terms

1. The discount model is valid from 1<sup>st</sup> January 2023.
2. The discount level will be capped at 2,50%
3. The volume discount will be calculated at the end of the financial year for Antarctica Bars and submitted for approval. Upon receipt of approval, HCL will create credit notes (setup to be aligned with Antarctica Bars finance) for the volume discount level attained by Antarctica Bars and issue the credit notes no later than 3 months from the financial year end.
4. The financial year defined for Antarctica Bars starts from January 1st and ends on December 31st. HCL will issue the credit notes equalling to the volume discount level attained no later than March 31st.
5. Both ANTARTICA and HCL will jointly work towards maximising the volume discount potential of the engagement in future. The volume discount baseline can be revisited during the financial year 2026.



**V O L V O**

## **ANTARTICA BARS' MINIMUM CYBERSECURITY REQUIREMENTS**

### **1. SCOPE**

**1.1** These Minimum Cybersecurity Requirements (hereinafter the “**Cybersecurity Requirements**”) describe Antartica Bars’ minimum-cybersecurity requirements applicable to services that Supplier provides to Antartica Bars, provided that the services are somehow related to Antartica Bars’ IT environment. In addition to these Cybersecurity Requirements, other and or more stringent case-specific requirements for security arrangements may follow from the Agreement between Supplier and Antartica Bars (hereinafter, the “**Agreement**”). In addition, Supplier shall ensure that, where its personnel provide services on premises of Antartica Bars or within Antartica Bars’ IT infrastructure, such personnel should always adhere to Antartica Bars’ Cybersecurity Directive (being Antartica Bars’ internal directive setting forth objectives, rules, and principles for IT security management).

### **2. STRUCTURE OF THESE SECURITY REQUIREMENTS**

**2.1** These Cybersecurity Requirements have been structured to be aligned and consistent with ISO 27001 Information Security Management System. Each category contains one or more control objectives.

### **3. OMITTED**

### **4. OMITTED**

### **5. CYBERSECURITY FRAMEWORK**

**5.1** Supplier shall follow best practice in the Information and Cybersecurity area and e.g., adopt standards such as the ISO 27001, have a documented information and IT security policy and run security awareness & training campaigns.

**5.2** A policy document pertaining to the management of information and Cybersecurity must be approved by Supplier’s management and be made available to all employees and relevant external parties.

**5.3** A periodic review of Supplier’s Information and Security policy must be established to ensure that it remains adequate, relevant, and effective.

**5.4** Supplier can use ISO27001 certification or SOC II Type 2 reports to demonstrate the fulfilment to the Cybersecurity Requirements.

### **6. ORGANIZATION OF CYBERSECURITY**

**6.1** Supplier’s management shall actively support security within its organisation through clear direction, demonstrated commitment, explicit assignment and acknowledgment of information and Cybersecurity responsibilities.

**6.2** Information and Cybersecurity activities shall be coordinated by representatives from different parts of Supplier’s organisation with relevant roles and job functions.

**6.3** All information and Cybersecurity responsibilities within Supplier’s organisation shall be clearly defined.

**6.4** Supplier must ensure that any requirements for confidentiality or non-disclosure agreements are identified, met, and regularly reviewed.

**6.5** Supplier shall ensure that appropriate contacts with relevant authorities are maintained.

**6.6** Unless otherwise follows from the Agreement, Supplier’s use of sub-contractors (other than such being affiliates of Supplier), requires Antartica Bars’ prior written consent. In any such case Supplier is fully responsible for the actions and omissions of

the subcontractor and shall specifically ensure that the sub-contractor complies with these Cybersecurity Requirements.

## **7. HUMAN RESOURCES SECURITY**

- 7.1** Supplier shall be able to certify and attest at any given time the identity of, and the contact information (such as telephone number and e-mail address) to, all of its employees, consultants, subcontractors, and other individuals working under Supplier's responsibility who are performing services under the Agreement and have or will have access to Antarctica Bars' IT Resource or premises. This information may at any point in time be used by Antarctica Bars in audit situations as reference to verify the validity of issued access rights towards Antarctica Bars' IT Resources or premises.
- 7.2** Antarctica Bars might transfer relevant parts of Supplier's personnel information to a third party if that party hosts a service on behalf of Antarctica Bars to which Supplier needs access.
- 7.3** Supplier is responsible for that Supplier's personnel are given training to the extent reasonably necessary for providing the agreed services to Antarctica Bars.
- 7.4** Supplier shall ensure that those of its personnel performing tasks for Antarctica Bars are aware of Supplier's confidentiality obligations under the Agreement as well as the accepted use of information, facilities, and systems.
- 7.5** Supplier agrees that Antarctica Bars is entitled to request and receive individual commitments from Supplier's employees, consultants, subcontractors, and other representatives, stating that the individual in question has understood and will comply with certain obligations and accepted use of systems and facilities.

## **8. ASSET MANAGEMENT**

- 8.1** Supplier shall not disclose any Antarctica Bars information which may be considered as business or professional secrets, except to the extent necessary for the performance of its assignment under the Agreement.
- 8.2** Supplier must ensure that rules for the acceptable use of information and assets associated with its information processing facilities are identified, documented, and implemented.
- 8.3** Supplier shall ensure that any software used in to perform the services under the Agreement is fully owned or licensed by Supplier.
- 8.4** Supplier shall ensure the security, integrity and consistency of information handled by Supplier and related to Antarctica Bars. Supplier shall act diligently when handling Antarctica Bars' information.
- 8.5** Supplier shall not copy or reproduce information on data files, hardcopy, or other tangible media in such a way that marking of owner of information or security class is removed. Moreover, Supplier shall always handle information on data files, hard copy, or other tangible media in such a way that considerable effort is required from unauthorized persons to acquire access to the information, regardless of if the information is handled within Supplier's premises or not.
- 8.6** Subject to the provisions of the data processing agreement (where such agreement exists), Supplier shall return or destroy, as requested by Antarctica Bars, any and all Antarctica Bars' information, software and equipment related to the Agreement promptly after the Agreement has expired or been terminated except in those cases where there are legal or regulatory reasons preventing from this. If the information has been encrypted, Supplier shall hand over all encryption keys necessary to decrypt the information. If return is

impossible, Supplier shall have a process in place for the secure destruction of media containing Antarctica Bars' information – e.g., shredding and burning of paper documents or physical destruction (media sanitisation) of hard drives except in those cases where there are legal or regulatory reasons preventing from this. Supplier shall thereafter attest to Antarctica Bars in a written and signed document or as otherwise agreed in the Agreement that it has received or destroyed software, hardware, or information in any form except in those cases where there are legal or regulatory reasons preventing from this. In the event that Supplier for legal reasons should be prevented from destroying Antarctica Bars' information, Supplier shall immediately (i) notify Antarctica Bars thereof, (ii) continue to protect the information as during the term of the Agreement and (iii) cease any use or processing of the information which is not legally required. The abovementioned obligations of Supplier shall survive termination of the Agreement.

## **9. ACCESS CONTROL**

### **General**

**9.1** Supplier shall have access to Antarctica Bars' IT Resources, functions, or premises only to the extent and under the requirements specifically agreed in writing between Antarctica Bars and Supplier in each case.

**9.2** The extent of access shall always be based on the principle "least privilege needed".

**9.3** Supplier is responsible to inform Antarctica Bars without undue delay about any changes regarding those of its employees, consultants, subcontractors, and other individuals working under its responsibility who have or will have access to Antarctica Bars' IT Resources, information, or premises (including such persons who function as contact persons for Antarctica Bars).

**9.4** Antarctica Bars has the right to, at any point in time, revoke, or initiate revocation of access rights to its information in case Supplier should not be compliant with these Cybersecurity Requirements or with the Agreement or for any other legitimate reason.

### **Access rights management for Supplier's IT resources needed for the Agreement**

**9.5** Supplier shall keep records of each change in its access rights. The time to retain these records is at least 2 years from the day the access right was changed.

**9.6** Supplier shall upon request provide an up-to-date list of all individuals that have access to Antarctica Bars' information or functionality and which access rights are controlled by Supplier.

**9.7** Supplier shall have a documented procedure and ensure that all access to Antarctica Bars information or functionality is controlled on an individual basis and that all activities are logged according to applicable law and Antarctica Bars' instructions.

**9.8** All access rights related to Antarctica Bars' information or functionality shall be revised at least every six months and all actions shall be reported to Antarctica Bars.

**9.9** All user IDs shall be personal and used only by the appointed individual(s).

**9.10** Supplier shall have a documented procedure for management of all its personnel related to the Agreement and their user IDs.

**9.11** Supplier shall have a documented procedure for controlling administrator access rights.

**9.12** Supplier is responsible for ensuring that any remote access to Antarctica Bars' IT Resources utilised under the Agreement is conducted in a secure manner.

**9.13** Antarctica Bars shall be informed of the use of remote access to Antarctica Bars information.

**Access rights management for Antarctica Bars' IT resources needed to perform agreed task**

- 9.14** Access rights to Antarctica Bars' IT Resources shall only be granted to those of the Providers' personnel assigned for the services as specified in the Agreement.
- 9.15** Access rights to Antarctica Bars' IT Resources are granted and revoked for the Providers' personnel according to Antarctica Bars' procedures.
- 9.16** The methods to be used for remote access to Antarctica Bars' environment shall be specified in the Agreement. No other form of remote access to Antarctica Bars equipment or systems is allowed.
- 9.17** Supplier shall ensure that system components such as business applications, systems, or network devices, used for Antarctica Bars information, shall have access control mechanisms based on strong, industry best practice authentication methods such as valid user ID and passwords, certificates, MFA etc.

**10. CRYPTOGRAPHY/ENCRYPTION**

- 10.1** Supplier shall use strong, current industry encryption techniques for protection of Antarctica Bars information, both at rest and in transit. Where encryption cannot be implemented, exception approval shall be requested from Antarctica Bars and appropriate compensating controls must be implemented to reduce the risk of unauthorised disclosure.
- 10.2** Whenever encryption is used, Supplier is responsible to ensure that key management in support of authorised encryption techniques is in place. The use of cryptography must be supported with procedures and protocols for generation, change, revocation, destruction, distribution, certification, storage, entry, use and archiving of cryptographic keys to ensure the

protection of keys against modification and unauthorised disclosure.

**11. PHYSICAL AND ENVIRONMENTAL SECURITY**

- 11.1** Supplier and all its employees and subcontractors shall, at all times, be aware of and comply with Antarctica Bars' safety and Cybersecurity Requirements whilst performing work on Antarctica Bars' premises. Supplier is responsible to inform itself, its employees and its sub-contractors of the safety and security regulations applicable on Antarctica Bars' premises from on a regular basis and at any major change.
- 11.2** Supplier shall adhere to all applicable laws and regulations and ensure that any required approvals are obtained from the relevant authorities when carrying out its assignment under the Agreement.
- 11.3** *Supplier shall adhere to the following provisions to secure Antarctica Bars' information or assets if they are processed or stored in Supplier's premises:*
  - 11.3.1** Data centres hosting Antarctica Bars business critical information, applications and infrastructure shall have appropriately physical and environmental protection in place, as set forth by applicable legislation, regulations, and industry best practise (e.g., TIA-942).
  - 11.3.2** Supplier shall have adequate perimeter and entry controls in line with local regulations and standards to ensure that only authorized personnel are allowed access.
  - 11.3.3** Supplies received or sent on behalf of Antarctica Bars shall be protected from theft, manipulation, or destruction at the responsibility of the recipient.
- 11.4** *Admission to Antarctica Bars' premises and property is subject to the following rules:*

- 11.4.1 Local regulations for Antarctica Bars premises shall be observed when Supplier performs services under the Agreement.
- 11.4.2 When working within Antarctica Bars' premises, Supplier personnel shall always carry an ID card or a visitor's badge visible.
- 11.4.3 Application procedures and responsibility conditions for admission to Antarctica Bars' premises are stipulated by Antarctica Bars and are to be handled according to Antarctica Bars' procedures if no other arrangements are specifically agreed.
- 11.4.4 After completing its assignment under the Agreement, or when Supplier's personnel are transferred to other tasks, Supplier shall without delay inform Antarctica Bars of the change, and return, or change the distribution of, keys, key cards, certificates, visitor's badges, and any other material handed out.
- 11.4.5 Keys or key cards shall be personally signed for use by Supplier's personnel and keys, or key cards shall be handled according to the written rules given on the receipt.
- 11.4.6 Loss of Antarctica Bars' keys or key cards shall be reported without delay to Antarctica Bars according to the instructions defined in the Agreement, or, if not specifically agreed, according to Antarctica Bars' general access rights procedures.
- 11.4.7 In the event of Supplier's non-compliance with Agreement, Antarctica Bars is entitled to deny, with immediate effect, access to Antarctica Bars' premises and to request all keys, key cards, etc., handed out to be returned without undue delay.
- 11.4.8 All Suppliers data barriers brought into Antarctica Bars premises are subject to scanning by a qualified Antarctica Bars employee for viruses and malware prior to use.

## **12. COMMUNICATIONS AND OPERATIONS MANAGEMENT**

### **Supplier's environment**

- 12.1 In providing its services, Supplier shall implement and maintain industry security best practice appropriate technical and organizational Cybersecurity measures to protect Antarctica Bars' Information, IT Resources from Cybersecurity Incidents and to preserve the security and confidentiality of Antarctica Bar's Information, IT Resources applications, platforms, infrastructure, and networks operated by Supplier and related to its assignment under the Agreement. Supplier shall implement and maintain industry security best practice appropriate technical and organizational security measures to ensure that IT Resources and networks function as intended, are available when required and do not reveal unnecessary technical details. Supplier shall constantly monitor any attempted unauthorized access to, or use or disclosure of, any Antarctica Bars Information and IT Resources and shall immediately take all necessary and appropriate action in the event any such attempt is discovered.
- 12.2 Supplier shall, if not otherwise agreed, ensure that Antarctica Bars' information handled by Supplier is separated and secured from its other business partners' information or access (e.g., not mixed with information not related to Antarctica Bars).
- 12.3 Supplier shall at all times keep documentation as required by the Agreement or by applicable law. Such documentation shall always be kept relevant and up to date.
- 12.4 Supplier shall not provide any services or software harmful to the handling of Antarctica Bars' information or system(s).
- 12.5 Supplier shall have a continuity plan for the IT environment used when providing services to Antarctica Bars.

**12.6** Supplier shall ensure segregation of duties in such a way that no single person can access, modify, or use IT Resources without authorisation or detection. If duties for any reason cannot be appropriately separated or subdivided, Supplier shall implement compensating control measures in agreement with Antarctica Bars.

**12.7** Supplier shall have a formal and well-defined change management process that as a minimum contains a formal "Request For Change" (RFC) procedure, a structured method of testing changes before moving them into production, a formal approval procedure for proposed changes, communication of change to all relevant persons and stakeholders and a defined set of procedures to recover from unsuccessful changes and unforeseen events.

**12.8** All information relating to Antarctica Bars which not obviously is of a public nature must, when handled by Supplier, be subject to the following rules:

12.8.1 Paper documents and removable media etc. shall be kept in safe control of an authorised person and handled according to security best practises such as storing them in a physically secured location (e.g., a locked, document fireproof safe, cabinet or container) when not in use and arrange for proper protection when sending or receiving them (in transit).

12.8.2 Communication shall be performed in a secure manner, e.g., unencrypted communication shall not be used, unless otherwise agreed. Communicating confidential Antarctica Bars related information from public premises is not allowed.

12.8.3 Data communication of Antarctica Bars information shall be performed in a secure manner (e.g., by using end-to-end encryption

during transmission, using communication links trusted by Antarctica Bars or using security measures in generally used software). Exception from this rule requires approval from Antarctica Bars.

12.8.4 Supplier's personnel are not allowed to deliberately try to access Antarctica Bars related information not needed for the assignment agreed upon, or information to which such personnel are not granted access. If any of Supplier's personnel get unauthorised access to information, this shall promptly be reported to Antarctica Bars.

12.8.5 Supplier shall further have a process in place to monitor that access to Antarctica Bars related information is in line with the abovementioned requirements.

**12.9** Supplier shall ensure that backups of the information processed on behalf of Antarctica Bars by Supplier are taken and that such backups are restorable when the information is handled in Supplier's environment.

**12.10** Backups of information should be stored in such manner that malware attacks can't access this data. Preferably by using physical separation for the backup storage like offline and offsite storage of data. Supplier is responsible to ensure that no failure to make adequate backups or the ability to restore such occurs.

**12.11** Backup copies shall be handled with the same confidentiality as the original data. Backup copies shall be stored separately from the original data to prevent simultaneous destruction of both the original data and the back-up copy in a disaster situation.

**12.12** Supplier shall ensure that its own environments used for functions specified in the Agreement are monitored in such a manner that events violating information and/or Cybersecurity are detected and traceable to a specific person.

**12.13** Supplier shall at all times keep audit trails as required by applicable law or as otherwise stated in the Agreement.

#### **Antartica Bars' environment**

**12.14** IT Resources supplied by Antarctica Bars shall only be used for performing the agreed assignment and shall at all times be handled according to Antarctica Bars' instructions.

**12.15** Supplier shall protect any Antarctica Bars assets in its bare from accidental losses or theft.

**12.16** Supplier shall make sure that Antarctica Bars information are protected by using malware protection.

**12.17** Supplier shall ensure that timely patching of security issues is performed on system components related to Antarctica Bars information. All critical patches supplied by vendors shall be applied to Antarctica Bars' System Components without delay after release from the vendor. All non-critical patches shall be applied as soon as practically feasible.

#### **13. OMITTED**

#### **14. INFORMATION SYSTEMS ACQUISITION, DEVELOPMENT AND MAINTENANCE**

**14.1** Systems including applications and APIs to be developed by Supplier shall be developed by using a structured and approved system development methodology to build required information security functionality into systems during development.

**14.2** Supplier shall ensure that appropriate controls are designed into applications and APIs used for the delivery of IT related services to Antarctica Bars, including own developed applications and APIs to ensure correct processing. These controls shall include authentication, session management, access control and authorisation, input validation, output encoding/escaping, cryptography,

error handling, logging, data protection by design and by default, communication security, and security configuration.

**14.3** Supplier shall have a formal, documented change control procedure in place that is enforced to minimise corruption of information systems. Major changes to existing systems shall follow a formal process of documentation, specification, testing, quality control and managed implementation.

**14.4** The change control procedure shall ensure that existing implemented security and control procedures are not compromised.

**14.5** Supplier shall ensure that verification testing is performed whenever major changes to the application take place and that such verification testing also includes security testing of the application.

**14.6** Using live information from a production environment for test purposes in connection with system development is not allowed. Anonymizing live personal data for such purpose requires approval from Antarctica Bars.

**14.7** Supplier shall warrant that its applications, and any component(s) used by such applications, do not contain any code that does not support an applicable software requirement or weaken the security of the application. Under no circumstances shall such applications or components contain computer viruses, worms, time bombs, back doors, trojan horses, or any other form of malicious code.

**14.8** Supplier shall warrant that it's applications and components do not contain any thirdparty components that have licensing that is restrictive to the purposes for which Antarctica Bars intends to use them. This includes any "open source" licenses that could mandate any other source code to be published by Antarctica Bars or Supplier.

**15. OMITTED****16. INFORMATION SECURITY INCIDENT MANAGEMENT**

**16.1** Supplier shall have dedicated contact person(s) that represent different parts of Supplier's organisation with relevant roles and job functions for cybersecurity incidents.

**16.2** If Supplier becomes aware of any Cybersecurity Incidents including fraud that may include or affect Antarctica Bars or its employees, customers or business partners, Supplier shall immediately report such incidents to Antarctica Bars. Supplier shall take all necessary steps to mitigate the possible harm such incidents may cause.

**16.3** Subject to the provisions of the data processing agreement (where such agreement exists), Supplier, upon confirming a Cybersecurity Incident, shall: (i) notify Antarctica Bars without undue delay, where feasible no later than 72 hours from Supplier confirming the Cybersecurity Incident; (ii), provide timely information relating to the Cybersecurity Incident including, but not limited to, the nature and consequences of the Cybersecurity Incident, the measures taken and/or proposed by Supplier to mitigate or contain the Cybersecurity Incident, the status of Supplier's investigation, a contact point from which additional information may be obtained, and the categories and approximate number of data records concerned, and a description of the impacted Antarctica Bars' data.

**16.4** Supplier shall cooperate with Antarctica Bars in the handling of any such Cybersecurity Incident as described in the above section and shall give Antarctica Bars full insight of the cause and consequences of the incident.

**16.5** After such a Cybersecurity Incident Supplier shall also deliver a written report stating the cause of the incident, the consequences of

the incident and the steps taken to avoid similar events.

**16.6** Supplier shall cooperate with and reasonably support Antarctica Bars in the event of legal action that involves or requires Antarctica Bars' information (e.g., e-discovery requests or forensic investigations).

**16.7** Supplier shall make sure that Incident Management responsibilities and procedures are established to ensure an appropriate, effective, and timely response to cybersecurity incidents.

**17. INFORMATION SECURITY ASPECTS OF BUSINESS CONTINUITY MANAGEMENT****Preparedness for disturbances under normal circumstances and for states of emergency**

**17.1** Supplier shall ensure its ability to operate and the sufficiency of its resources in the event of disturbances under normal circumstances and for states of emergency.

**17.2** Supplier shall develop continuity arrangements appropriate in relation to the Agreement and according to security best practises. Supplier shall identify any events with a potential to interrupt business processes and to a reasonable extent mitigate the effects of such events through the establishment of thorough continuity arrangements.

**Securing delivery of services**

**17.3** Supplier shall mitigate any risk of dependency of key personnel (e.g., through knowledge transfer to other personnel) to ensure continuity.

**17.4** Supplier shall regularly test measures securing the delivery of services if such measures are put in place.

**17.5** Supplier shall ensure that a test schedule, indicating how and when each element of the continuity arrangements shall be and has been tested, exists. Evidence from performed tests shall be kept by Supplier and made

available to Antarctica Bars upon request, demonstrating that processing can resume within agreed, or otherwise reasonable, time frames.

## **18. COMPLIANCE**

- 18.1** Supplier shall at all times comply with Antarctica Bars' Requirements and any additional Cybersecurity Requirements set forth in the Agreement.
- 18.2** Supplier shall, upon request or otherwise as agreed in the Agreement provide Antarctica Bars with a compliance notification in relation to these Cybersecurity Requirements.
- 18.3** On Antarctica Bars' request, Supplier shall further inform Antarctica Bars of the measures adopted to ensure compliance with these Cybersecurity Requirements, any additional Cybersecurity Requirements set forth in the Agreement and any other Cybersecurity measures taken in order to protect Antarctica Bars' digital assets and information.
- 18.4** In the event that Supplier is not in compliance with these Cybersecurity Requirements, or any additional Cybersecurity Requirements set forth in the Agreement, and such non-compliance is not cured within 30 days after receipt of a written notice, Antarctica Bars may, without penalty, upon further notice to Supplier, partially or entirely terminate the Agreement or any purchase order issued thereunder.
- 18.5** Antarctica Bars shall upon prior written notice be entitled to perform audits in order to verify Supplier's conformity with these Cybersecurity Requirements and any additional Cybersecurity Requirements set forth in the Agreement.

## **19. RISK ASSESSMENT AND TREATMENT**

- 19.1** Supplier shall have documented processes and routines for handling risks within its operation and when developing software, applications, application programming interfaces (API's) or other content under the Agreement. Supplier is responsible for identifying Cybersecurity risks (including risks in Supplier's business as well as risks identified by Supplier relating to the assignment/service performed for Antarctica Bars) and taking necessary actions to control and mitigate such risks).
- 19.2** Supplier shall have at least one person having appropriate skills in the Cybersecurity area and being able to implement the security measures set forth in these Cybersecurity Requirements. Such person(s) shall cooperate with Antarctica Bars' Cybersecurity team if needed.

05 May 2022

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## **APPENDIX P**

**to**

### **Master Services Agreement**

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Service Integration and Management

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05 May 2022

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## 1. GENERAL

- 1.1 This Appendix is a part of the Master Service Agreement. It specifies the IT Service Management Process Interface Model relevant for all IT Service suppliers. In this documents IT Service refers to all types of IT deliveries whether they are deliveres as Products, Platforms or traditional IT Services. The respective Service Specifications describe which processes are relevant for the management and delivery of the specific Service and will contain any deviations or additions to the processes defined in this document.
- 1.2 The Purchaser has implemented a number of ITIL based processes and there are ITSM tools implemented that support those processes across the organisation. This Appendix describes the interfaces that are essential for successful service integration performed by the Supplier ensuring seamless deliveries across the multi-supplier ecosystem and supporting efficient delivery of products, services and platforms within the Purchaser's organisation.

## 2. SERVICE INTEGRATION AND MANAGEMENT

- 2.1 The suppliers service integration is the vehicle for aligning, coordinating and governing the deliveries from multiple internal and external suppliers. The Supplier will operate in a multi-supplier ecosystem, where an efficient service integration will be a prerequisite for ensuring cross-functional coordination and ultimately fulfilling expectations from the Purchaser. The expected outcome from the Suppliers service integration is the following:

- (i) Enablement of consistency and predictability for delivery of products and services, securing a seamless experience for Purchaser
- (ii) Performance governance at aggregated level across all suppliers, enabling product area followup and creating a single source of truth regarding measurements
- (iii) Managing operational communication and escalations, at relevant level, across suppliers

The Supplier is responsible for an effective and efficient service integration across all of the Service Objects delivered by the Supplier including interfaces towards services from other suppliers. The Purchaser will support in managing the resolution of escalations concerning cross supplier issues that are not resolved between the suppliers.

### 2.1.1 Event Management –Service Monitoring

The solution specific monitoring and application performance management as well as the responsibility for service monitoring to ensure SLA fulfilment is included in the Suppliers service integration. This shall be performed in a proactive manner and includes framework for event classification, automated alerting and reporting tools.

### 2.1.2 Knowledge Management

The Service Desk shall ensure harmonised Knowledge Management process and procedures across the organisation to ensure proper documentation, leading to efficient support and driving first tier resolution. This is done in close collaboration with all suppliers in connection with the ITSM tool and includes routines and standards for documentation, tool and maintenance of an updated known error database among other things. The Supplier is responsible for updating the information in the knowledge articles and agreed documentation structure.

#### 2.1.3 Service Level Management

The Purchaser will own, maintain and improve the structure and framework for operational performance metrics, including SLAs, KPIs and PIs. Through structured service monitoring, follow-up of SLAs, KPIs and PIs, the function will enable performance management for product areas, aggregated performance management cross product areas, as well as follow-up of contractual obligations.

#### 2.1.4 Process integration

The responsibility for execution of the processes resides within each Service Object for issues isolated to that Service Object. The Suppliers service integration manages coordination, escalation and across different Sourcing Objects if and when required. The processes that require cross-functional integration includes, but are not limited to the list below:

- Incident Management
- Problem Management
- Change Management
- Release and Deployment Management
- Request Fulfilment
- Access Management
- Configuration Management

#### 2.1.5 Continuous Service Improvements – Cross Functional

The Supplier is responsible for identification and implementation of continuous improvements within its areas of responsibility. However, some improvement initiatives require investigation, coordination and collaboration across suppliers and Service Objects. The Suppliers service integration will secure cross-functional coordination and when relevant contribute with metrics as input to intended benefit realization.

### **3. GENERAL PROCESS REQUIREMENTS**

- 3.1 The Supplier is expected to understand and adhere to and/or integrate with the Purchaser's processes, activities and procedures unless expressly stated in the relevant Service Specification
- 3.2 The Supplier shall be active in these processes both as stand-alone supplier as well as integrated in a network of suppliers together contributing to an consistant business outcome.

3.3

- 3.4 The Supplier shall take an active role in securing an efficient and effective flow of communication, both within The Supplier's area of responsibility, towards Purchaser as well as other suppliers. This communication will follow the governance structure as set out in Appendix J (Governance Model) and Service Specifications.
- 3.5 The Supplier shall contribute to process improvements for the benefit of both the Supplier and the Purchaser.

#### **4. ITSM PROCESS INTERFACE MODELS**

- 4.1 The list below covers the relevant processes, including a high-level description of them.,,. The listed processes shall be executed by the Supplier and need to be fully harmonised across the multi-supplier ecosystem, therefore the Supplier is required to understand and fully adhere to the Purchaser's processes including belonging activities and procedures. The Purchaser will provide updated process descriptions and activity models throughout the process lifecycle, while the Supplier contributes to continuous improvements of the process framework.
- 4.2 The Supplier shall perform all of the activities required to fulfil the expected process outcome for the processes listed below. Including, but not limited to, all of the activities listed below.

##### **4.3 Incident Management**

- 4.3.1 The Supplier shall, in line within the agreed service levels and Purchaser's prioritization model, investigate, classify and diagnose the incident, and report to the Service Desk any updates including resolution. This will mainly be done through the Purchaser's ITSM tool.
- 4.3.2 The Supplier shall resolve all incidents relating to the Supplier's areas of responsibility, as quickly and efficiently as possible, within the agreed timescales according to service agreements. The timescale is based on Incident Severity Levels, defined in the table below.
- 4.3.3 The Supplier shall work with the Service Desk, the Purchaser and the other suppliers to resolve incidents that are cross areas of responsibility in order to ensure efficient and seamless Incident Management.
- 4.3.4 The Supplier shall for any Severity 1 or Severity 2 incident raised against the Supplier's Service Object retain the ownership of the incident and ensure a fast and good resolution of the incident. This is valid also when the root cause of the incident is within another Service Object. Coordination of Severity 1 incidents to be handled according the major incident

procedure. The Purchaser will support in managing the resolution of escalated issues concerning cross supplier incidents that are not resolved between the suppliers.

- 4.3.5 The Supplier shall coordinate with the Purchasers major incident management function during Severity 1 incidents, including participation in war-room sessions and providing major incident reports.

#### 4.4 **Problem Management**

- 4.4.1 The Supplier shall register identified problems using Purchaser's Problem Management tool. Problems may be registered by Purchaser to be addressed to the Supplier, or registered directly by the Supplier.
- 4.4.2 The Supplier shall categorise and prioritize the Problem Record according to existing models.
- 4.4.3 The Supplier shall, in accordance with the Purchaser's process and agreed service levels create a workaround and a root cause analysis as quickly as possible.
- 4.4.4 Once a root cause is identified, the Supplier shall plan for and implement the resolution.

#### 4.5 **Change Management**

- 4.5.1 The Supplier shall register all changes in the scope. The Supplier can register standard changes according to approved Standard Change Candidates (ref Purchasers ITSM tool).
- 4.5.2 The Supplier must not deploy unauthorised changes. If necessary to solve a critical incident or threats to the business, an emergency change or exception change can be invoked. The Supplier must follow the specific dedicated procedures for these changes types.
- 4.5.3 For Global changes the Supplier shall participate in the weekly Change Management Board meeting (CMB/CAB). A Global change is defined as a high impact or high risk change affecting A and B applications and/or related infrastructure. High impact or high risk changes can be any type of change i.e. project, minor new development, adaptive change, perfective change, preventative change, and corrective changes. It is the impact and risk that is relevant for the definition.

#### 4.6 **Request Fulfilment**

- 4.6.1 While the Service Desk logs and validates requests, the Supplier receives request to fulfil service as per agreement and shall acknowledge receipt.

4.6.2 The Supplier shall review the request and execute necessary activities to fulfil the request according to predefined workflow.

4.6.3 If a change is required, the Supplier raises appropriate Request For Change (RFC) with Purchaser to fulfil request.

#### 4.7 **Access Management**

4.7.1 When end user access request is validated by the Purchaser, the Supplier shall execute the workflow according to access request.

4.7.2 If need for change is identified, e.g. due to volumes or risks, the Supplier shall raise appropriate Request For Change (RFC).

4.7.3 The Supplier shall ensure that all accesses to the IT components within the Service Object are managed according to an agreed access management process.

#### 4.8 **Release and Deployment Management**

4.8.1 The Supplier shall provide a release policy per Service delivered stating any rules, principles, schedules etc. regarding release and deployment.

4.8.2 The Supplier shall maintain and publish an updated release plan for the IT Services provided. Every approved change will be planned into a release according to the rules in the release policy.

4.8.3 All releases must be properly tested by the Supplier before deployment.

4.8.4 The Supplier shall for every deployment provide necessary training, communication to stakeholders and technical documentation etc. necessary for a successful deployment and continued operation of the IT Service.

4.8.5 The Supplier shall perform necessary verification after deployment to ensure that the deployment will not cause any disturbances.

#### 4.9 **Configuration Management**

4.9.1 The Supplier shall ensure that the Purchaser's configuration management database is at all times up to date and represents the IT landscape.

4.9.2 The Supplier shall ensure that all request flows and automatic deployment methods contain activities for both commission and decommission also in the configuration management database.

4.9.3 The Supplier shall on request to a manual inventory of the Configuration Items with in a sourcing object to ensure that the configuration management database is up to date.

#### 4.10 Event Management

- 4.10.1 The Supplier shall ensure that events from the monitoring are managed in an adequate way.
- 4.10.2 The Supplier shall ensure that all components that are critical to the Purchaser's business are monitored appropriately.

#### 4.11 Knowledge Management

- 4.11.1 The Supplier shall adhere to the Purchaser's processes and routines for Knowledge Management, driving and producing documented knowledge, both as part of the delivery and to drive the first tier resolution in the Service Desk.

### 5. SERVICE DESK

- 5.1 The Purchaser has a dedicated Service Desk (SD) that provides the following:
  - a) A contact and initial support whenever an incident occurs
  - b) Help with providing answers and information for defined services
  - c) Pre-defined interfaces for ordering of service, hardware etc. as well as access to software or services
  - d) A channel for communication and feedback
- 5.2 The Service Desk is the single function to manage all incoming interactions with end users. These will be logged as either incidents or service requests. They will furthermore be either subject for redirection (escalation) or resolution (closure). The Service Desk is the function to prioritise all interactions to ensure proper response, all according to Purchaser's definitions.
- 5.3 The Service Desk manages three core processes; Request Fulfilment, Incident Management, Access Management and Knowledge Management.
- 5.4 The Service Desk constitutes a virtualised Single Point Of Contact (SPOC) for end users in need of IT related assistance and manages the flow also towards any external service desks provided by the Supplier. The Supplier will be required to interface towards the SPOC provided by the Purchaser.

The Service Desk is actively working towards facilitating a “*shift left*” by creating Service Requests that can be fulfilled or having Incidents solved already in the Tier-0 (Self Service Portal) or Tier-1 (Service Desk).

The Supplier shall collaborate with the Service Desk to support the Purchaser in achieving this goal for Services delivered by the Supplier under their scope. The Supplier shall actively participate in improving Service Desk effectiveness in providing and continuously

updating Service Desk knowledge articles and scripts, allowing Service Desk to solve incidents and to improve dispatching of incidents.

## **6. INFORMATION SYSTEMS INTERFACES**

- 6.1 The Purchaser has implemented several platforms for managing and automating certain ITSM processes. The main platform currently used for Request fulfilment, Knowledge Management, Problem Management, Change Management and Incident Management, is based on the “ServiceNow” cloud service, provided by the third party supplier ServiceNow.
- 6.2 When interfacing with these and future other ITSM processes that are implemented in ServiceNow, the Supplier shall use one of two alternatives to secure consistency.
- (i) Alt 1. The standard solution is that the Supplier accesses and work in the Purchaser’s ITSM platform directly.
  - (ii) Alt 2. On exception, the Supplier can establish information exchange/integration to ITSM platform in accordance with Purchaser’s ITSM processes and definitions. This alternative requires that the Supplier aligns information/data exchange to comply with the Purchaser routines & definitions to ensure data consistency and effective cooperation. This requires an approved exception from the Purchaser.
- 6.3 Other platforms might be used to manage other ITSM processes, and they will be specified in the appropriate Service Specifications in the event that integration is required.
- 6.4 The Supplier shall adapt to the Purchaser’s terms and definitions, to facilitate communication cross suppliers as well as interfacing with defined information systems. As far as possible, the Purchaser shall use ITIL terms and definitions if the term is not available within Purchaser.

Antartica Bar Corporation

Lisa Jonsson

Lisa Jonsson (Jun 29, 2022 18:02 GMT+2)

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# MSA General Appendices\_HCL

Final Audit Report

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## Service Specification - Corporate Assist

Confidential

Date: 2022-06-30

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## 1. Introduction

This Service Specification is a part of the Master Services Agreement between the Purchaser and the Supplier and stipulates the Services that the Supplier shall deliver to the Purchaser within the Service Object.

### 1.1 Contact persons

The Purchaser has appointed the following roles as contact persons: -

The Purchaser technical contact role (At the Commencement of the agreement) this role will be held by:

Purchaser Product Area Lead:

Anna Nyblom +46768984119  
[anna.nyblom@Antarticabars.com](mailto:anna.nyblom@Antarticabars.com)

The Purchaser commercial contact role (At the Commencement of the agreement) this role will be held by:

Purchaser commercial contact role  
 Lisa Jonsson +46728870607 [lisa.jonsson@Antarticabars.com](mailto:lisa.jonsson@Antarticabars.com)

## 2. The Service

### 2.1 Introduction

This Service Specification is a part of the Master Services Agreement (MSA) between the Purchaser and the Supplier and stipulates the Services that the Supplier shall deliver to the Purchaser within the Service Object.

### 2.2 Relation to other Service Objects

The Supplier shall deliver Corporate Assist as part of an overall IT landscape delivering IT services and business value to the different business areas. To ensure a good business outcome enabled through an end to end view all Service Objects need to collaborate with all other Service objects independent of what the Supplier is delivering what service. All Supplier's in the Purchaser's Supplier eco systems is expected to collaborate with all other Supplier's to ensure a good outcome.

Corporate Assist services is a cross functional sourcing object; hence its role is to support and provide high quality services to end users and other Service Objects.

## 3. Requirements

### 3.1 Services in scope

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The Supplier shall conduct all necessary work to provide Corporate Assist services in accordance with, but not restricted to, the definitions below.

We are planning to purchase a managed operation for Global Service Desk and on top of that a dedicated agile team to drive improvements and transformational activities. All services within the Corporate Assist shall work in a proactive and engaged manner, in close collaboration with the agile team to further evolve the services.

The Corporate Assist Service Object includes the following services:

- Dedicated agile team for improvements and transformational activities related to all services
- Global Service Desk (GSD)
- Request Management and User Admin
- Knowledge Management
- Market Support
- Onsite support\*
- Advanced Support\*

\*Advanced Support and Onsite Support can be bought as a separate service object

## 3.2 Service Object context, Vision, and Strategies

### 3.2.1 General

Antartica Bars is a human-centric company, undergoing a huge transformation to become a software driven company who attracts top candidates for every position. We have an open-minded culture where collaboration around missions and goals make is one of our success factors.

The Corporate Assist product contributes to the digital transformation by enabling the end users efficiency, every day by continuously working on the improved end user experience through learnings gained in each interaction. We take end to end ownership of all tickets and whenever a bottle neck or lack of information is identified we work to remove the obstacle and fill the gap.

The Supplier shall provide a Corporate Assist product that is highly flexible, scalable, and subject to high frequent change over the next coming years. For this, the Purchaser needs to be an enabler to drive our overall ambition and aim to improve our user experience every day.

A key component in achieving this transformation is to ensure that the right competence is available to address new challenges and innovation. The Purchaser needs access to the Supplier's global knowledge and experience and requires good mechanisms to provide the competence and skills needed to stay current with global trends. It will also require new ways of working and new delivery models to ensure agility and speed in deliveries and development.

The way forward will require delivery of high-quality services with enough capacity, correct timing, speed, monitoring and SLA fulfilment. It will also require proactive improvements to deliver state-of-the-art technology. Purchaser expects management of the services according to industry's best practices.

### 3.2.2 Mission and Vision

#### Mission

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We are the single point of contact, having the full responsibility for coordinating end user IT issues, at Antarctica bars.

We are providing a multilingual support with several contact channels connecting the user with both remote and local support teams, 24/7 365. We are the helping hand for all Antarctica bars users around the clock and the globe.

We live with problems but deliver with joy.

#### Vision

We will bring delight to our users by moving to a zero-touch support model based on automation, predictivity and AI – always at hand, wherever you are, through an omni-channel support model. We will be Antarctica bars' truly Global, not "G-local", support team.

We take ownership of the user experience by shifting from massive volumes towards quality in ticket flows, communication and user interfaces in which human interaction is reserved for occasions where it brings the most value.

### 3.2.3 Corporate Assist

The Corporate Assist is there to support the Purchaser's end user community, including e.g.:

- Employees of the Purchaser at all business units
- Internal and external consultants
- Bought services
- National Sales Companies (NSC)
- Supplier's
- Related Companies such as Joint Ventures who share digital service with the Purchaser
- Remote sites

The service shall be delivered with a strong user centric approach to meet new business demands and help build efficiencies. Clear meeting points with self-organizing teams are expected to collaborate and align with internal functions of the Purchaser to improve the support delivery for any Service Object.

The expectations of all services within Corporate Assist are that they are delivered and improved through:

- building and deserve trust
- a user centric approach and demand-driven developments to constantly improve end user satisfaction
- alignment and collaboration with Stakeholders to identify needs and requirements
- a proactive mindset and continuous development
- continuous development to meet the requirements of new technologies
- a strong focus on shift left and knowledge sharing both within the team and to other support functions outside the Supplier's delivery
- supporting the goals and transformation of the entire Purchaser's delivery / organization
- T-shaped teams where both deep and broad knowledge is nurtured and shared.

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The Global Service Desk operates 24/7 365 with a multilingual and multichannel delivery model. It shall have a global view and be delivered with understanding and close collaboration with the Purchaser's digital product teams to always serve the user's best interest.

The Global Service Desk is a first line for the user community's Digital queries, incidents, and requests. We expect both first and second level agents. Important to say is that this is not a Call center, it is a Global Service Desk, where the agents are interested in the development connected to user needs, we expect every member of the delivery to be part in bringing out the best in each interaction and to continuously find, suggest, and implement improvements and efficiencies. Our Service desk agents are our best informed employees when it comes to providing insight of end user experience and difficulties, we expect this to be turned into valuable output.

We also expect the supplier to bring experience, knowledge and best practices from its complete delivery into this one.

#### Knowledge Management

Knowledge management is core to enable a premium end user experience. We expect all deliveries to be involved in continuously improving the Purchaser's knowledge base by creating, improving and ensure correct and attractive end-user articles, in the user context, when needed.

Knowledge Management shall continuously increase zero-level support and ticket deflection by improving searchability of KB and Catalog items. As well as to work with shift -left.

Moreover, the Knowledge Management team, need to cater for new onboardings of products, changes of current ones and improvement work. Information and training need to be cascaded to all team members.

#### User Access Management

This is a team with high privilege accesses and top-class access management knowledge and experience. User Access Management is one area where we expect the Supplier to bring efficiency through automation. It is also required to ensure security compliance through access reviews and to lead and close global audit connected to the area by identifying gaps in processes and accesses.

#### Market Support

Market support is team within the Global Service desk focusing on the support needs of our National Sales Companies (NSC) to increase first time closure rate, communication and collaboration in English language. It is hand-picked service desk agents handling the calls from the appointed user group with priority. A deep understanding of the challenges at our market units is expected.

This is important since the NSC:s are undergoing a massive transformation and selling bars is their core business and we need to build their trust in a transparent way to get them using central services.

#### Onsite support

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Onsite support is the hands and feet second level support team working with office and conference equipment that requires an onsite presence when the issue is not possible to solve by the Global Service Desk and/or remote support. This team is entitled and knowledgeable for deeper troubleshooting when needed.

Through the Walk-in-desk, Walk-up-desk, onsite support also acts as a first line support for Purchaser's end users.

Onsite Support is also handling hardware lifecycle management delivery and support to the Purchaser's end users with both warranty and non-warranty repairs.

The Onsite Support functions shall assist with keeping the Digital Workplace environment in a compliant, up to date and secured state based on the releases and reports from Workstation Services.

There can be local flavors of this service depending on local needs and the site's core business.

#### Advanced support

The Advanced support team is a T-shaped, specifically appointed team with deeper knowledge with an open-minded approach to support new scope that is out of ordinary office support. Examples of units are for the moment Design and R&D at the Purchaser. These units use unique/non-standard hardware and software. This team is also manning up the EMT/AMT support.

Technicians supporting within this support shall have a dedication to continuously learn new technology and be swift and professional in all communication. The Advanced support team shall also be available for pre-bookings to support at live events or other major meetings taking place where technology cannot fail. They are onsite, representing the Purchaser at major events. Needless to say; They shall act with confidentiality and respect in every interaction.

#### Corporate assist development team

The Corporate assist development team is a dedicated team, working in an agile way, with focus on the development work of corporate assist services. The team needs to have deep insight into the different operation areas and collaborate on daily basis. They shall have a high engagement, understanding and knowledge of tools, user interfaces end user experience to constantly enhance the user journey. Active participation and idea generation based on data and feedback insight is required. When interaction is needed with other product teams to design a solution a self-organizing set-up is expected.

Agile training and participation in ceremonies are required for the team members.

Typical backlog items can e.g., be related to the following areas:

- Virtual agent topics/user journeys
- Improved Ways of working globally when larger initiatives are needed (not normal operations)
- Tool improvements
- Design and Implementation of automation and predictivity candidates
- Launch of new tools
- Launch/onboarding of new sites (new office, new country, onboarding of country)
- User interfaces (e.g., Mobile-app, Self Service Portal, Walk-in, IVR, social media)
- End user interactions/ communications/ adoption

#### Team competencies

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- UX
- Internal Communication, Change Management, and training
- Business and operational analytics
- ServiceNow development
- Lightweight development of contact center platform and remote tools
- Deep knowledge of operational processes
- User Access Management
- Automation development and coordination
- Documentation of technical solutions
- Knowledge Management - CoP, training, tool development, design, content, guidelines
- Onsite, Walk-in and Hardware Lifecycle Management
- Market support adoption and development

The Corporate assist development team shall be a team of 4-7 team members with mixed seniority levels.

### 3.2.4 Transformation

The Purchaser expects the Supplier to take an active part in identifying waste, repetitive tasks and shift-left support candidates and suggest solutions to remove these, e.g., working with predictive intelligence and automation.

Together with the Purchaser, the Supplier shall set continuous business targets to measure and encourage improved service quality and adoption. For example, 70% of the tickets, solvable by an end-user, shall have a self-service option. By working jointly with these we expect that we are stretching the targets continuously.

The end user is the key stakeholder, and the end user experience shall always be improved by continuously working with development of our channels of interaction to top standard. Channels can be e.g., Self-Service- Portal, MobileApp, Chat-bot, phone and walk-in centers.

The supplier shall take an active part in driving development and adoption rate of the Purchaser's newly launched chat-bot.

The supplier shall take an active role and stay updated in the development of the Purchaser provided platforms and bring both improvement ideas, input from an operation standpoint and suggestions for new capabilities to transform and improve the overall delivery. With a truly end-user centric experience the Supplier shall highlight areas where we can reach huge improvement in user satisfaction and operational efficiency. An automation first mindset brings speed and efficiency in Purchaser's business. The Supplier shall take a leading role in this transformation both in terms of technical expertise in our platforms and in collaboration with Digital's Product Areas.

The supplier shall always be up to date with current standards and good practices within the industry. We also expect the delivery to consider and adapt to Knowledge Centered Service ways of working.

## 3.3 End-to-End service requirements

The service requirements described below are applicable for the Corporate Assist services as a whole - End-to-End.

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E2E1	General	All services shall be delivered in accordance with the Common requirements in Appendix A and all other applicable parts of the Master Service Agreement.
E2E2	General	The Corporate Assist services hardware and software licenses are handled according to FRM (Financial Responsibility Matrix) document.
E2E3	General	The Supplier shall engage directly with the various Suppliers on behalf of the Purchaser in a key co-ordination role to ensure operational and delivery aspects are delivered and maintained to a high standard.
E2E4	General	The Supplier shall increase and decrease Corporate Assist services capacity toward the Purchaser as requested and as required based on mutually agreeable timeline/as defined in the MSA.
E2E5	General	The services shall be able to support in a way that meets the business requirements.
E2E6	General	<p>The Supplier shall proactively verify and improve Service components to increase quality and service availability.</p> <p>The Supplier shall maintain a continuous service improvement plan for all services. The service improvement plan must be aligned towards the Product roadmaps.</p>
E2E8	Availability & continuity	<p>Supplier shall perform yearly Disaster Recovery (DR) tests.</p> <p>The scope for each yearly test shall be planned and agreed with the Purchaser. All services shall be covered by a DR test within a time frame in line with Purchaser's policies.</p> <p>The DR test shall be documented, describing the test, the outcome and (if applicable) corrective actions to be implemented (including timing) due to findings in the DR test.</p> <p>The DR test report shall be distributed to the Purchaser.</p>

E2E9	General	Supplier must provide full details of any sub-contractor and/or partnership that are currently used or intended to be used in connection with delivery of the services.
E2E10	Availability & continuity	Recovery Time Objective (RTO) should cover all parts of the corporate assist services (hardware & software) and cover all different incident scenarios including disaster.

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E2E11	Availability & continuity	<p>The Supplier shall have documented disaster recovery (DR) plans for all parts of the Services.</p> <p>The Supplier shall review/update the plan yearly (minimum) and distribute it to the Purchaser's Enterprise Digital.</p>
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### 3.4 General Corporate Assist

ID	Requirement category	Requirement description
CA1	Governance	<p>The Supplier shall have one point of contact that is overall responsible and has all necessary mandates for governing the complete delivery.</p> <p>This point of contact shall be based in Gothenburg.</p>
CA2	Governance	The Supplier's key point of contact shall arrange meetings, mutually agreed, with the Purchaser to review the overall service delivery.
CA3	Cost distribution	<p>The Supplier shall describe how the cost is distributed between:</p> <ul style="list-style-type: none"> <li>• Service offerings</li> <li>• Regional split for Onsite</li> </ul> <p>Cost driven by related companies to the Purchaser</p>
CA4	Volume change	The Supplier shall meet sudden changes in volumes, both during temporary peaks but also from shift in trends and demand. The changes required will be mutually discussed and agreed between the Supplier and Purchaser as part of change request.
CA5	On and Offboarding	The supplier shall have and follow a well-documented process for on and offboarding of employees ensuring security and access reviews.

CA6	General	The Supplier acts on behalf of the Purchaser in collaboration with other Supplier's regarding operational and development activities.
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CA7	Measurements and reporting	<p>The Supplier shall be able to provide reports and analysis showing service quality for any specific area within the support scope upon request. It shall also be able to understand and measure business benefits, not only internal efficiencies.</p> <p>Measurements shall also be provided, preferably through a dashboard, so that regional and local measurements can be viewed.</p> <p>Where dashboards cannot be used other reporting methods are allowed.</p> <p>The Supplier shall also be able to provide reports and analyzes upon demand for deep dives.</p> <p>Dashboards and recurring reporting shall preferably be developed and maintained in ServiceNow Performance Analytics.</p>
CA8	CSI	The Supplier shall continuously work with operational efficiency with a data driven approach to follow up and improve KPI/PI and other key measurements.
CA9	CSI	The Supplier shall drive continual improvements and have a documented methodology for Continual Service Improvement (CSI).
CA10	CSI	<p>The Supplier shall interact and drive improvements directly with the Purchaser's digital team and associated Suppliers.</p> <p>The Supplier will, when relevant, ensure that meetings are facilitated to a high standard.</p>
CA11	CSI	<p>The supplier shall, in cooperation with the purchaser, improve way of working and find efficiencies through automation and data insight.</p> <p>Efficiencies and improvements are expected to progress 24/7</p>
CA12	CSI	<p>The key areas of improvements that the Supplier shall make for the Purchaser within the Corporate Assist area are related to:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Tools – suggest and implement improvements in our tools and modules used.</li> </ul>

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		<ul style="list-style-type: none"> <li>• End user interfaces – continuously suggest, implement, and deploy improvements with UX as core driver.</li> <li>• Lean</li> <li>• Automation</li> <li>• Predictivity</li> <li>• Zero-level support (e.g., chat-bot development)</li> <li>• User adoption</li> <li>• Processes - established processes to enable end users to get consistent, high-quality support every time they interact with the Global Service Desk</li> <li>• Suggest and act upon identified improvements to common request flows for improved User experience e.g., bundling, modifications, searchability</li> <li>• Surveys and actions taken upon the result</li> </ul> <p>Improvements shall always have a user centric start-point.</p>
CA13	Tools	The Supplier shall ensure that everyone working within the Corporate Assist delivery have the professional equipment, fit for purpose, for each employee to fulfil their role adequately and to a high standard.
CA14	Tools	The Supplier shall suggest and drive improvements to the toolsets used, to find efficiencies, alignment, and changes for improved user experience
CA15	Tools	Minor adjustments and configurations within our platforms such as ITSM, telephony and remote support tools,
CA16	Tools	If the Purchaser decides to change tools in the future, the Supplier must adapt to that decision and participate or lead the initiative for implementing a new solution according to change control procedures
CA17	Tools	The Supplier shall work in the Purchaser provided ITSM platform
CA18	Collaboration	The Supplier shall be actively present in the Purchasers collaboration platforms as they are used as one main way for communication.
CA19	Incident management	The Purchaser expects the Supplier to continuously develop new or use available capabilities within the ITSM platform to secure that all tickets are handled efficiently and to secure end- user satisfaction.

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CA20	Incident management	The Supplier shall take the role as a major stakeholder of the Incident management process, continuously suggesting improvements to the same.
CA21	Incident Management	The supplier shall have a clear point and channel for IT escalations, meaning incidents that for whatever reason do not get resolved. This channel shall be monitored promptly and coordination between resolver teams is expected.
CA22	Incident management	The Supplier shall log all incidents in the ITSM tool, even if initiated by a direct contact approach to determine trends, knowledge gaps and use of service.
CA23	Incident Management	The Supplier shall ensure high standard close notes that clearly communicate the solution to the end user.
CA24	Security	The Supplier shall ensure that everyone within this delivery is able to handle IT security related events according to published Purchaser's Security directives.
CA25	Security	The Supplier and all representatives shall take an active role in driving security awareness at the Purchaser's user community.
CA26	End user experience	The Supplier shall establish appropriate forums to discuss and drive end to end improvements of overall delivery, with stakeholders from the Purchaser and Supplier's.
CA27	End user experience	<p>The Supplier shall continuously follow up on End user experience with a clear action plan for improvements.</p> <p>Survey possibilities are available and can be used as a foundation.</p> <p>It is expected that actions are taken on all negative surveys within the Corporate Assist scope.</p>
CA28	Virtual Agent	<ul style="list-style-type: none"> <li>• User experience of the bot, content, conversational analysis, identify new topics/user journey, automation, predictivity and knowledge.</li> <li>• Operational support in terms of bug fixing, acting on user feedback, continuously updating configuration.</li> <li>• Design, development, and test of new topics/user journeys.</li> <li>• Leveraging platform functionality for solution</li> </ul>

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		Analysis of statistics to achieve continuous improvement and increased adoption rate
CA 29	Personae Assessment	Supplier will invoke user personae assessment for identification of base personas comprising of all end users like EMT, AMT, NSC, Office, Engineering, R&D, Road Warrior etc. and take the personalization journey forward with identification of more relevant persona definitions.
CA30	Knowledge Articles	Supplier shall provision QR code (creation & scanning functionality) to create the codes for knowledge article access.
CA31	Device Provisioning	Purchaser will further enable device provisioning using Intune Autopilot enrolment for existing and new devices introduced in the environment as per the timeline defined in Exhibit 4.  Any delay in the project impacting Supplier's deliverables will be processed via change request.
CA32	Connectivity	The Supplier will be accessing all the Purchaser applications and tools over the internet.
CA33	Change Adoption	The Supplier shall focus on User Communication and Change Adoption function to enhance end user experience. The Communication content should be tailored to specific stakeholder groups instead of a “one size fits all” approach. Some of the activities that the Supplier must comply for are articulated below: <ul style="list-style-type: none"> <li>• Perform Change Assessment</li> <li>• Stakeholder and Impact Analysis</li> <li>• Change Management and Communication Planning</li> <li>• Build Communication Kit for the Change</li> <li>• Awareness creation for sponsors and local stakeholders</li> <li>• End user awareness material creation</li> <li>• Go Live communication</li> </ul>
CA34	User Experience Monitoring and Measurement	The Supplier is expected to enhance end user experience and drive shift-left and shift-out initiative. The Supplier is expected to provide services on the following: <ul style="list-style-type: none"> <li>• User Experience led Delivery Measurement – extend Experience Management beyond workplace, journey towards XLAs</li> <li>• Synergies with Backend Function – end-to-end services based on user contextualized service utilizing device and application analytics</li> <li>• Dedicated Automation Focus – focused automation to drive YoY optimization</li> </ul>

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### 3.5 Global Service Desk, User Access Management, Knowledge Management and Market support

ID	Requirement category	Requirement description
SD1	General	<p>Global Service Desk shall be globally available and managed so that workload and knowledge can be shared 24/7, 365 days/year.</p> <p>The Supplier shall ensure that the delivery has one global way of working regardless of where in the world the service centers are stationed.</p>
SD2	General	<p>The Supplier shall support as a Single Point of Contact (SPOC) and ensure that users are updated on the progress of their cases regularly.</p>
SD5	General	<p>The Global Service Desk function shall support the complete Purchaser's digital delivery on all available platforms and personal devices as per the volumetrics agreed between the Purchaser and Supplier.</p>
SD6	General	<p>The supplier shall provide both first and second level support teams.</p>
SD7	General	<p>The Supplier shall keep interactions in real time and continuously work to shorten lead time for the end user.</p> <p>By developing different skillsets within the team, it is expected that an increasing number of cases are solved in first line.</p>
SD8	Locations	<p>The Global Service Desk shall operate from Partner provided location with regional language such as Swedish, Dutch and Mandarin support during local business hours and English during 24/7</p> <p>The Service Desk service will be delivered out of Supplier locations/countries as defined in Exhibit 1.</p> <p>-</p>

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SD9	Language	<p>Language is important and for all supported languages the Supplier shall have resources with fluent verbal and written skills.</p> <p>Supported languages are English, Dutch, Mandarin and Swedish.</p> <p>The capability to add more languages is needed since the demand is constantly changing.</p>
SD10	Contact channels	<p>The Supplier shall provide the following, but not limited to, options to be considered as First line user interaction choices:</p> <ul style="list-style-type: none"> <li>• Phone</li> <li>• Self Service Portal</li> <li>• AI Chatbot</li> <li>• Live chat</li> <li>• QR-codes</li> <li>• Event via monitoring</li> <li>• Walk-in centers</li> <li>• Walk-up centers</li> </ul>
SD11	Contact center platform	<p>The Supplier will work with the Purchaser to enhance the current Contact Centre platform and drive innovations for new non-voice communication channels aligned to market trends.</p>
SD12	Contact center platform	<p>The supplier will have certain responsibilities (but not limited to) in the current platform:</p> <ul style="list-style-type: none"> <li>• Have admins responsible for; amongst other; user account setup incl skills and password reset, trouble shooting, IVR emergency messages recordings, change calendar.</li> <li>• Have supervisors responsible for (amongst other) monitoring all queues, setting up reports, following up the operational activities, defining applicable settings and assure correct number of licenses.</li> <li>• Keeping the agent's knowledge of the solution up to date with online training material</li> </ul>
SD13	Phone recordings and GDPR	<p>If phone recording is required, the Supplier will work in conjunction with the Purchaser's team to file GDPR compliant documentation.</p>
SD14	End user experience	<p>The Supplier shall continuously improve the support by either:</p> <ul style="list-style-type: none"> <li>- increasing First Contact Resolution</li> </ul>

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		<ul style="list-style-type: none"> <li>- act to remove recurring issues permanently</li> <li>- shift knowledge direct to the end user – zero level</li> <li>- suggest improved searchability of e.g., KB and catalog items</li> <li>- automate repetitive tasks</li> </ul>
SD15	End user experience	The Supplier shall have higher levels of technical expertise with extended access to appropriate systems provided by the Purchaser.
SD16	Problem Management	The Global Service Desk shall analyze incoming volumes to identify e.g., waste and repetitive tasks that can be subject to either problem candidates, automation, or improvement of flows to eliminate productivity leaks.
SD17	Incident management	The Global Service Desk has end-to-end ticket ownership all through the resolution work and shall take actions according to the Incident process to speed up service and hold a high quality of the information kept in the ticket.
SD18	Incident management	<p>The Supplier is expected to do analyses of the full incident scope within the Purchaser to find improvement areas such as, but not limited to:</p> <ul style="list-style-type: none"> <li>- Aging incidents - Bouncing ticket</li> <li>- Growing backlog</li> </ul> <p>The supplier shall also, connected to the analysis, drive improvements to always keep a healthy state of e.g., total backlog, age, E2E, rejected and reopened tickets.</p>
SD19	Incident management	The service desk agents are expected to work on a day-to-day basis with resolution on unhealthy tickets – a tool called Spotlight is available within ServiceNow to help out.
SD20	Incident Management	The Supplier shall ensure that Service desk agents have the time needed to do appropriate fault tracing and make sure to follow and connect relevant KB to the case.
SD21	Incident Management	The Supplier shall use the opportunity to guide the user to available and relevant self-service options as part of the dialogue between the agent and the end user.

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SD22	Incident Management	The Supplier shall initiate Major incidents and interact with the Purchaser's Major Incident Managers according to the Incident process.
SD23	Incident Management/ Communication	For Major Incidents affecting a majority of users a disturbance communication shall be published in available platforms such as the Intranet, Yammer, MobileApp and Self-Service Portal.
SD24	IT Security Incident Management	The Supplier shall ensure the ability within Global Service Desk to identify and report security related incidents, reported through any of the Global Service Desk channels, according to the Purchaser's Security Incident Process.
SD25	End User Satisfaction	Global Service Desk agent shall use the knowledge they gain from user interaction to suggest/create/improve searchability to add the user context to e.g., KB article and service catalogues.
SD26	Self Service	As part of the daily routine – the Service desk agent shall continuously tag KB:s that are currently only visible for the Global Service Desk team as End User Candidates.
SD27	Communication	<p>Users should have the information they need when they need it.</p> <p>Users should be aware of:</p> <ul style="list-style-type: none"> <li>• Which choice is available to choose from when it comes to the digital workplace (devices, applications, products and services)</li> <li>• how to order the Digital Workplace device I want to have</li> <li>• how the various tools work</li> <li>• when / to what do I use which tool</li> <li>• changes in the digital workplace</li> </ul> <p>The Supplier shall be the bridge between the service and the user and convey information in both directions; The user should understand the service, and the service representatives will receive feedback from the user collected by the Supplier in the contact with the user.</p>

		The Supplier will proactively contribute to suggesting improvements in the services based on information emerging from the interaction with the users.
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SD28	Communication	<p>When there are disturbances or news to the Digital environment the Supplier's task is to work proactively and responsively to provide the Purchaser's users with information so that they are aware of how to control the damage.</p> <p>The Supplier will understand the needs of the users and adapt the message to the recipient at each individual occasion. The Supplier is responsible for creating information, and then publishing the information to users in the channel best suited to the situation.</p>
SD29	Remote support	The Supplier shall utilize remote support as an option for improved service delivery and have the right level of expertise and access.
SD30	Remote support	The Supplier shall use the Purchaser provided remote tool.
SD31	Remote Support	The supplier shall take an active part in suggesting improvements connected to the remote support toll and service.
SD32	Support Tools	The Supplier shall leverage Antarctica Bars existing toolset including licenses for ServiceNow, Nexthink (including ACT module), Password reset solution, Knowledge Management platform, Enterprise App store, BeyondTrust Remote desktop solution, ServiceNow Chat Solution, ServiceNow Virtual agent, Access Management, Automated Chat Distribution (ACD) and ServiceNow Walk-up solutions across all users.
SD33	Telephony	<p>The Purchaser will continue to manage and extend existing TFN/DID numbers and Five9 telephony solution with the Supplier.</p> <p>The Interactive Voice Response (IVR) and Call Routing will be managed by the Purchaser.</p>
SD34	ITSM Tool	The Purchasers ServiceNow stack is integrated with CMDB, Chat Solution and Virtual agent which the Supplier can leverage while providing support.
SD35	ITSM Tool	<p>The Purchaser will provide any additional licenses required for enablement of multi-lingual capability on ServiceNow chat and virtual agent.</p> <p>Any additional 3rd party API integration including language translation services will be provided by the Purchaser.</p>

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SD36	ITSM Tool	<p>The Purchaser will continue to use Real time Language Translation (RTLT) subscription and use this feature for all supported languages such as Swedish, Dutch, Mandarin, English from subsequent years of engagement.</p> <p>All the non-English chat contacts i.e. Swedish, Dutch and Mandarin will be translated to English and supported from Supplier's offshore delivery center.</p>
SD37	Connectivity	<p>The Purchaser will provide VDIs or OS image/devices to the Supplier's Service Desk team for providing support so that they can connect to Purchaser's tools/network for providing support.</p>
UAM1	User Access Management	<p>The Supplier will have a dedicated team with highly competent personnel with deep understanding of access management.</p>
UAM2		<p>This team will be provided with high privilege access to handle the fulfillment of already approved requests for the Purchaser's user community.</p> <p>Tasks as part of full request fulfillment and Incidents related to the request are also part of the scope.</p>
UAM2	User Access Management	<p>Within the User Access Management scope, the Supplier shall:</p> <ul style="list-style-type: none"> <li>- Always be open to adding new Catalogue requests to its fulfilment scope.</li> <li>- Constantly use its input from user interactions and the daily work to improve the ability to find, submit and fulfil the catalogue requests for an end user to shorten lead time.</li> </ul>

UAM3	User Access Management	<p>We expect personnel from this team to take an active part in planning and design of larger access management related initiatives as part of business as usual.</p> <p>For larger peaks, driven by Purchaser's organizational changes we will agree separately if it is not possible to cover within agreed baseline.</p>
UAM4	User Access Management	<p>The Supplier is expected to use the subject matter expertise within this team to keep the access management at the Purchaser in a safe and compliant state.</p> <p>This team also needs to assist with major audits and guidance connected to the access management area.</p>

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UAM5	User Access Management	<p>The Supplier is expected to drive new automation and take responsibility for already automated flows in collaboration with other key stakeholders.</p> <p>Automations shall be done within the Purchaser's environment and tools.</p> <p>Thoroughly documentation shall be stored in Purchaser owned repository.</p>
KM1	Knowledge Management	<p>A Supplier team of well guided professionals within all the Corporate Assist Services shall be engaged in development and implementation of knowledge articles to ensure that it is constantly improving and adapting to new needs.</p> <p>Examples of activities could be:</p> <ul style="list-style-type: none"> <li>- Ensure that they are easy to follow for intended user group</li> <li>- Follow up on flagged articles</li> <li>- Follow up on articles about to expire to avoid them getting into expire state</li> <li>- Follow up on tagged articles</li> <li>- Ensure Major incidents articles</li> <li>- KB connection to Incidents</li> <li>- Article approvals</li> <li>- Implementation request</li> <li>- Group creation</li> </ul>
KM2	New Service Implementation	<p>As a part of the Knowledge Management the Supplier shall guide and help other Product teams to onboard/ Check-in their product/application/request/service/site to the support scope.</p>

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		<p>This is initiated via a Request and shall include, but not limited to:</p> <ul style="list-style-type: none"> <li>- Start-up meeting</li> <li>- Help and guidance for the needed set-up in e.g., Alfabet, CMDB, BCA classification</li> <li>- Creation of groups</li> <li>- Creation of initial KB:s</li> <li>- Follow up some time after go live</li> </ul> <p>The check-ins need to be handled with priority and professionalism since they are of uttermost importance to keep up the quality of the digital services.</p> <p>The implementations shall take place according to a well-defined and constantly improving process.</p> <p>Purchaser expects the Supplier to take ownership over the process of onboarding and offboarding of new products into the support scope and continuously refine it.</p>
KM3	New Service Implementation	Full insight of open check-in requests, progress and average delivery time shall be made available to the Purchaser.
KM4	ServiceNow Group creation	A smaller team from the Purchaser shall assist on ServiceNow group creation upon request.
KM5	Knowledge Management process	<p>The Supplier shall:</p> <ol style="list-style-type: none"> <li>a) Maintain a good understanding of Purchaser's processes and methods.</li> <li>b) Maintain a good understanding of ITIL processes.</li> <li>c) Host open houses to spread awareness of the knowledge process</li> <li>d) Plan for training and make it available in the Purchaser training repository (currently LAD)</li> <li>e) Maintain a good understanding of Knowledge Centre Services and understand how the methodology can be used within the delivery</li> <li>f) Ensure that changes and new implementation are well communicated and adopted into the full team.</li> <li>g) Proactively work with improvements of the process and the knowledge modules in Service Now together with the Purchaser</li> </ol>

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		<p>h) Find and suggest changes to knowledge information and follow-ups to make them relevant to the stakeholder.</p> <p>i) Participate in and arrange relevant fora with stakeholders of Knowledge.</p>
KM6	Knowledge Management process	The Supplier shall host meetings and carry out activities, within the Knowledge Management process, to ensure that the process and tool usage of the module is well known by the Purchaser entire organization.
KM7	Knowledge Management Process	The Supplier shall support changes in process and way of working decided by the Purchaser. (E.g., when a decision is taken to go forward with KCS methodology).
KM8	Shift left	The Supplier shall work proactively towards shift left. Meaning follow up incidents that Global Service Desk can solve and issues, that End User can solve.
KM9	User Experience	<p>The Supplier shall work to increase the quality and the user experience through standardization and design of the articles that will be used by the Global Service Desk and end users.</p> <p>The Supplier shall ensure that all articles are published according to guidelines via the SDI review.</p>
KM10	Self Service	The Supplier shall proactively work with the product teams and with its own end-user insight, to increase the use of Self-Service.
KM11	Self-Service	<p>The Supplier's shall make sure that common knowledge articles and user guides are available and easy to find for end user drive towards end-user self-service.</p> <p>The Supplier shall work to increase the quality and categorization of articles for increased self-service resolution activities.</p>
KM12	Self-Service	<p>The Supplier shall work with articles tagged as End user Candidates and ensure the quality and set-up of these articles before they are published to the end user as part of shift left.</p> <p>Everyone from the Supplier shall be a part in tagging of these articles.</p>

KM13	Communication	The Supplier shall manage and work in mailboxes connected to Knowledge and Implementation.
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MS1	Market Support User group	<p>The Supplier shall provide a prioritized Market support to support the following type of users:</p> <ul style="list-style-type: none"> <li>• End users at our National Sales Companies</li> <li>• Local support teams either outsourced or insourced</li> </ul>
MS2	Market Support General	<p>The Supplier shall establish a support structure that consists of:</p> <ul style="list-style-type: none"> <li>• An appointed consistent team, based on senior agents taking on the interactions from this specific support group with priority above other.</li> <li>• Excellent communication skills in English, other languages might be needed in the future</li> <li>• Customer centric - The Supplier shall have a close collaboration with the Purchaser's regional staff both local and central in order to: <ul style="list-style-type: none"> <li>◦ Onboard new markets to the global delivery</li> <li>◦ Continuously develop the onboarding material and add value to the scope</li> <li>◦ Roll out/ create awareness around new support connected tools and ways of working</li> <li>◦ Understand new needs and requests from the service</li> <li>◦ Include them in testing new support tools</li> </ul> </li> </ul> <p>Development of the Market support scope</p>
MS3	Market Support Quality	<p>The Market Support consists of a dedicated team within the Global Service Desk that:</p> <ul style="list-style-type: none"> <li>• Resolves with a senior level of skills that ensures the right assignment on each transaction</li> <li>• Aims for a high First Closure Rate and high user satisfaction</li> </ul>

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		<ul style="list-style-type: none"> <li>Constantly work with service improvements identified through:</li> <li>Analysis of incident trends and statistics</li> <li>Interactions and market requirements</li> <li>End-user satisfaction surveys</li> <li>Proactively and continuously communicate, in the user groups preferred channel, changes, news and incidents affecting the user group.</li> </ul>
MS4	Market support Metrics	<p>A base NSC dashboard is available in the ITSM tool for many markets.</p> <p>The Supplier shall take an active role in improving and continuously make them available to more markets.</p> <p>The Market Support shall make sure we have a healthy state of incident and request within these dashboards and drive improvements where bottlenecks are discovered.</p>
MS4	Market Support	<p>The Supplier shall provide Monthly reports to the Purchaser divided per country and region.</p> <p>Monthly reporting Including - no of calls, incidents, requests, FCR %, Rejects %, Reopen %, availability, end user satisfaction plus overview - area of improvement.</p>
MS5	Market Support Operational Meetings	<p>The Supplier shall host monthly meetings with the markets to discuss operational status, Major Incidents, and other improvements.</p>
MS7	Market support Management	<p>The Market Support shall have its own senior manager that shall be located in Gothenburg.</p> <p>This manager shall have a continuous dialogue with the regional representatives to make sure we deliver a service living up to expectations.</p>
MS8	Market Support Management	<p>Product Owner Corporate Assist and Regional IT team will be involved in the selection of Senior Manager candidate.</p>

MS9	Customer centric	The Supplier shall make trips to National Sales Companies when required for increased understanding
MS10	Customer Centric	The Supplier shall, if specifically required, attend workshops and other meetings needed to build customer understanding.

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MS11	Customer Centric	The Market Support Manager shall be a natural part of regional meetings
MS12	Customer Centric	The Supplier shall perform specific end-user satisfaction surveys sent out to user group twice a year to the user group and potentially also internal IT teams
MS13	CSI	The Supplier shall drive continual improvements and have a documented methodology for CSI (Continual Service Improvement) that keeps track on priorities, progress, conclusions, and measurable business value outcomes that also provides the necessary transparency between Supplier and Purchaser.
MS14	IT4IT	<p>The current set-up of IT4IT is supporting local IT managers and IT support organizations whenever they need the help of the central organization.</p> <p>In this case the Market support team is supporting IT savvy people and needs to understand and take the dialogue on a different level.</p>
MS15	Incident Management and Communication	<p>By collecting market input as well as distributing relevant and continuous communication the Supplier shall act as the moderating part between the market LIMs and the central Major Incident Management team.</p> <p>Proactive and continuous communication with the user group is expected for incidents and changes affecting their IT environment.</p>
MS16	Market Support Communication	The Market Support team (manager or support) shall always consider the need to forward information to the market units to spread awareness of how they can achieve better support and IT experience from development made.

### 3.6 Onsite support and Advanced Support

OS1	Onsite scope	The Supplier shall ensure Onsite support for all of the Purchaser's digital services. Exceptions to this must be agreed up on with the Purchaser.
OS2	Pricing	<p>Price model for different levels of technicians shall be provided.</p> <p>Price assumptions for NSC Office Onsite technician.</p>

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OS3	Management	The Supplier shall have one Manager, globally responsible for the Onsite delivery. This Global manager shall be in Gothenburg.
OS4	Management	Each country shall have a senior team lead managing local operations.  This person shall also interact with Digital teams to plan for daily tasks as well as bigger initiatives. The team lead will coordinate these initiatives within the team.
OS5	Collaboration	The global as well as the local leads and teams shall have a close collaboration and connection with the full Corporate Assist team.
OS6	Staffing	The Onsite support is mainly a second level support team with deep knowledge of the Purchaser's Digital landscape and offices.  The Purchaser expects the Supplier to strive for a consistent team with a service-minded team spirit.  For isolated/individual locations, the Supplier will provide support in-line with the respective country support hours as defined in the Exhibit -1 Baseline document.
OS7	Language	All sites require a very high level of English and native tongue of local language used at each site.
OS8	Locations	The Supplier's resources shall be physically present, on site, during opening hours – for opening hours see Exhibit1.
OS9	Locations	The Supplier shall deliver Onsite support at additional locations upon request from the Purchaser according to change control procedures.

OS10	Possible Future Onsite Locations	Supplier shall present at what locations it can provide onsite support if requested by the Purchaser in the future. A list for reference is included in Exhibit 1
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OS11	NSC onsite support	<p>The supplier shall be able to offer onsite support at our National Sales Companies as defined in Exhibit 1.</p> <p>These technicians do not work according to a specific service description. Instead, they act as part of the local Digital team and work with high flexibility connected to the local digital market need.</p> <p>They will also handle both local applications as well as portions of commercial/partner support.</p>
OS12	Collaboration	The Supplier shall ensure a specialized, dedicated and senior technician who can act as a clear contact point between the onsite team and the Digital teams for all sites.
OS13	Operation	The Onsite team shall proactively identify Problem Candidates, trouble shooting, testing etc. according to Purchaser's Problem process
OS14	3 <sup>rd</sup> Party Coordination	The Supplier shall engage directly with the various Suppliers on behalf of the Purchaser. The Onsite team has a key co-ordination role with 3 <sup>rd</sup> parties to ensure that operation is delivered and maintained to the highest standard.
OS15	Walk-in Center	<p>The Supplier shall provide experienced technicians to the Purchaser's Walk-in Centers.</p> <p>Walk-in-Centers allow the end users to bring their equipment for direct contact technical support.</p> <p>Walk-in desk will provide quick resolution to the end users which are typically less than 8 mins. Any ticket/request taking more time for resolution will be passed on to Onsite Support team or a loaner device will be provided to the end user. This measurement will be observed over a period of 6 months and any re-calibration to be done can be mutually agreed upon and governed as per MSA.</p>
OS16	Walk-in Center	For locations and opening hours please see Exhibit 1 – Baseline.
OS17	Walk-in Center	The Supplier shall adjust opening hours and locations of walk-in desks when requested according to change control procedures.
OS17	Walk-in Center	The Supplier is expected to continuously improve the walk-in concept and make become a part of the employee experience.

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OS18	Walk-in Center	<p>The Supplier shall have a technician or a group of technicians that can manage the walk-up module at each site.</p> <p>The walk-up module is a digital queueing system and part of the current ITSM-tool ServiceNow.</p>
OS19	Walk-up module	<p>The Supplier shall have one super-user of the walk-up module that can ensure documentation, training, room set-up, new rollouts, and future development of this module.</p>
OS20	Hardware Lifecycle Management	<p>The Supplier shall unpack, prepare, install, verify, transport, ship, present, activate, recycle, deliver and return devices and subscriptions to/from end users based on requests</p> <ul style="list-style-type: none"> <li>• Computers</li> <li>• Printers</li> <li>• Peripherals</li> <li>• Monitors</li> <li>• Mobile devices including subscriptions</li> <li>• Wearable Technology</li> <li>• Conference rooms, collaboration equipment</li> </ul> <p>Act upon requests for return and disposal for the above devices.</p> <p>The Supplier shall replace the equipment according to Purchaser lifecycle processes and plan.</p> <p>The Supplier shall have a process for sending/delivering hardware to other locations if needed, however, the necessary logistics support will be provided by the Purchaser.</p> <p>The Purchaser will provide necessary spare hardware to provide onsite support in the scoped locations to meet the service levels.</p>

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OS21	Hardware Lifecycle Management	<p>The Supplier is responsible for keeping track of all service assets using Purchaser provided processes and tools.</p> <p>The Supplier is responsible to support the return of unused asset and equipment to respective stock room according to Purchaser processes and tools.</p> <p>When a device is not returned according to process collaboration with local LAM is expected to decide on the next step.</p>
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OS22	Asset Management	<p>The Supplier is responsible to keep all asset information in Purchaser's asset management system up to date.</p> <p>Update asset inventory in asset management system includes the movements from Purchaser's stock.</p>
OS23	Lifecycle plans	The Supplier is responsible to provide inventory, lifecycle plan details etc.to assist the purchase of assets and spare parts.
OS24	Onsite inventory mapping	Upon request the Supplier's Onsite team shall make inventory of hardware in the office landscape leveraging Purchaser's provided tools.
OS25	Stockroom Management	<p>The Supplier is responsible for managing the Purchaser physical stockrooms and inventory, including peripheral equipment.</p> <p>Physical stockrooms are provided by Purchaser.</p> <p>The Purchaser will provide access enabled lockers at remote locations to store loaner laptops/devices which can be issued remotely.</p>
OS26	Asset Scrapping	<p>The Supplier is responsible for vendor coordination during scrap/recycling management at time of disposal for assets.</p> <p>Destruction of data and end recycling shall follow the Purchaser's policies.</p> <p>The Purchaser shall receive a certificate for each disposed asset.</p>

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OS27	Print service	<p>The Supplier is responsible for coordinating with the Managed Print Services provider for repairs for printers under Managed Print Service agreement.</p> <p>Supplier's team can be requested to replace the toners / consumables on the printers.</p>
OS28	Knowledge Management	<p>The Supplier shall ensure that the Office Onsite technicians document technical solutions in the Knowledge Base articles.</p> <p>They shall actively share this knowledge between sites and shift-left to Global Service Desk when possible.</p> <p>This also includes sharing knowledge with local onsite teams.</p>

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OS29	Operation	<p>The Supplier shall in the Onsite Service include work tasks such as, but not limited to:</p> <ul style="list-style-type: none"> <li>a) Supporting devices of the following types delivered by the purchaser's organization,           <ul style="list-style-type: none"> <li>• Computers</li> <li>• Printers</li> <li>• Peripherals</li> <li>• Monitors</li> <li>• Mobile devices including subscriptions</li> <li>• Wearable Technology (such as; GPS, smart watches)</li> <li>• Conference room's digital equipment</li> <li>• Best effort support to be provided for any devices, operating systems and /or configurations that deviate from the Purchasers standard offering based on request by the Purchaser.</li> </ul> </li> <li>b) Troubleshooting of Operating system related incidents</li> <li>c) Troubleshooting of applications (Standard Operating Procedure based) and application installations.</li> <li>d) Troubleshooting of hardware related failures and when required aligning with 3rd party Supplier's to assist resolution.</li> <li>e) Aid with support and deeper troubleshooting during taskforces and incidents with high priority / focus</li> <li>f) System and application patching where this cannot be carried out remotely.</li> <li>g) Install approved packages and non-packed applications that cannot be installed remotely. Identifying incidents that should have been possible to resolve remotely, and report back to Global Service Desk as one step in the continuous improvement Site coordination providing advice to Purchaser for local IT issues and planning.</li> </ul>
OS30	Operations	<p>The Onsite Support functions shall assist with keeping the Digital Workplace environment in a compliant, up to date and secured state based on the releases and reports from Workstation Services.</p>

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		<p>For example, it shall, in collaboration with the Workstation Services team as a speaking partner for knowledge sharing:</p> <ul style="list-style-type: none"> <li>• Analyze and resolve incidents where no central solution is possible, known or require onsite presence</li> <li>• Assist with initial Problem and Problem Candidate analysis</li> </ul> <p>The releases and reports from Workstation Services can be monthly as software updates or ad-hoc as a release of new or updated line of business applications.</p>
OS31	Warranty Repairs	<p>The Supplier shall manage, maintain and support the Spare Part management process and deliveries to repair a broken device according to set procedures provided by Digital.</p> <p>Co-ordinate Warranty repairs in line with the agreed process between Purchaser and hardware Supplier's.</p> <p>The Supplier shall provide coordination and support for workstation and printer hardware repair - both warranty and non-warranty according to set procedures provided by the Purchaser.</p>
OS32	Basic LAN support	Basic LAN/networking Support
OS33	Linux	Some sites specified in Exhibit 1 will need Linux knowledge.
OS34	Knowledge sharing	<p>The Supplier shall also be able to provide basic training on how to perform Office onsite support within Purchaser's organization. For example, but not limited to local support persons at Purchaser's market entities (NSC:s).</p> <p>All Purchaser's locations need to be included in the network of onsite support technicians.</p>
OS35	Mobile telephony	To deliver an excellent quality of service, Onsite Support technicians shall have a mobile phone with sufficient telephony network coverage within

		the Purchaser's premises. Local alignment is needed.
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OS36	Purchaser's Employee onboarding	The Supplier will assist with the Purchaser's onboarding of new employees by ensure the availability of:  - equipment/assets - ID - Passwords - Digital instructions prior to onboarding date.
OS37	Purchaser's Employee onboarding	The Supplier is also responsible to hand out and welcome the new employee on starting date according to local ceremonies.
OS38	Transports	The Supplier needs to supply vehicle for transports of hardware between sites at the Purchaser's larger locations. The current need of vehicles is stated in Exhibit1.
OS39	Walk-up technician	For a smaller site where a walk-in desk, with dedicated opening hours, will limit the technician's efficiency and flexibility; we would like to see a solution that we call a "walk-up technician", meaning:  - It acts as both 1st and 2nd line support technician - When the technician is at its desk, a user can connect with it directly to get support. - If the technician is not there since it is away on another onsite mission, the user will need to return later. - When possible, we recommend that the technician tries to plan some recurring hours, based on the location's needs, when it is available for pop-in questions at the desk. If not possible it shall be possible to reach via phone.
OS40	Vending Machine	The Purchaser will be providing IT Vending Machines (ITVM) in Gothenburg PV & VAK location. Purchaser will also place a ITVM in Mahwah (US) for enhanced employee experience. As per timeline defined in Exhibit 4.
OS41	Device Imaging	The Purchaser will introduce OEM factory image load model for all the new devices that will be introduced in the environment, as per defined timeline in Exhibit 4.
OS42	User Adoption	The Purchaser will adopt towards industry best practices within its environment to eliminate shoulder tapping and Service Requests, also at the same time adopt towards remote desktop resolution.

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		Any exception towards this will be mutually agreed as per the MSA.
AS1	Locations	<p>Specifically appointed support team delivered to the following sites:</p> <p>Supplier needs to provide an additional team for Advanced Support on a T&amp;M basis. The number of support personnel required per site will be mutually discussed and agreed upon between the Purchaser and Supplier.</p>
AS2	Advanced Support	<p>Team with a dedication to continuously learn new technology.</p> <p>We are expecting this team to be T-shaped and being able to back-up each other in case of vacation or sick leave.</p> <p>They will support departments using hardware and software that is non-standard office. Examples are Design and R&amp;D.</p>
AS3	Advanced Support	These technicians shall have good inter-personal and communication skills illustrating they are able to converse at a senior management/executive level.
AS4	Advanced Support	New areas can be added to this specialized support team, based on mutual discussion and agreement between the Purchaser and Supplier and will be part of a change request.
AS5	Travel expenses	All expenses incurred for travel for advanced support shall be agreed upon in advance.

AS6	Digital events	This team is expected to provide technical support during digital events.
AS7	Book a Tech	The Advanced support team shall be available for pre-bookings to ensure support and preparation of digital events as well as major meetings where technology cannot fail.
AS8	Confidentiality	The team shall act with confidentiality and respect in every interaction.

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AS9	Additional contact channel	<p>Direct phone contact can be made with this team.</p> <p>An on-call option for evenings is also required for urgent matters.</p>
AS10	EMT	<p>As part of the Advanced support team shall Global EMT/AMT support be supplied.</p> <p>The Supplier shall provide onsite Executive Management Team (EMT) Support, during local office hours, Onsite in:</p> <p>Included in this support scope is the Purchaser's EMT and the Asian and American Management teams (defined regionally) – hereby referred to as EMT within this section. The supported user volume can be referred in Exhibit 1.</p> <p>While a dedicated EMT/AMT support personnel is not required, however, the Supplier is expected to provide prioritized support in case of any issues related to EMT/AMT users.</p>
AS12	EMT	<p>The EMT Support shall be carried out by dedicated senior technician/s located at respective sites. Technician(s) dedicated for EMT Support shall be approved by Purchaser's Presidents office or Asian and America Management Team.</p> <p>The technicians aligned to the EMT Support will be of a high technical competence with broad IT and networking experience.</p>
AS13	EMT	All Request and Incidents issued by members of the EMT will be categorized as in scope by the Supplier and will be treated with urgency.

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AS14	EMT	<p>The Supplier shall ensure that the EMT technician in addition to regular Office onsite tasks include:</p> <ul style="list-style-type: none"> <li>a) Co-ordinate and assist with IT technical support during meetings</li> <li>b) Assist during rollout of new hardware/software/projects</li> <li>c) Deliver regular training to the EMT personal assistants in new software, functionalities and IT security activities.</li> <li>d) Keep users updated on upcoming changes that might affect their day to day work</li> <li>e) Provide communications during Major Incidents and high priority issues.</li> <li>f) Engage with Purchaser's Digital environment to consistently improve and implement new services, tools or systems.</li> </ul>	



### 3.7 KPI/PI/Metrics(to be further detailed in the final specification)

Measurements are expected to be delivered on both global, regional as well as local level to ensure a stable and equal delivery globally. It is also important to understand local service experience.

Name	Type	Period	Content	Expected performance	Measured/Reported by Supplier/ANTARTICA at where measured & how reported
Service Requests	KPI	Monthly	Percentage of Service Requests fulfilled within time threshold.  Including UAM within Service Desk and Knowledge Group Creation	Acceptable level 90% within 10 hours	Supplier  Operational Governance Meetings / stored in central repository / Dashboard
Automation	PI/KPI	Monthly	Volume of total requests received	Acceptable level 35%	Supplier

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			identifying the volume of requests which are automated vs manual.  Report to include end to end delivery times.  Report to include recommendations to improve automated ratio.		Operational Governance Meetings / stored in central repository / Dashboard
First Contact Resolution (FCR)	KPI	Monthly	Percentage of contacts that are resolved within the Global Service Desk without being routed or escalated to other resolver teams.	Acceptable 50%	Supplier  Operational Governance Meetings / stored in central repository / Dashboard
User Satisfaction	KPI	Monthly	To be captured through Customer Satisfaction Surveys.	Acceptable target 3,5	Supplier  Operational Governance Meetings / stored in central repository / Dashboard

Chat answering availability	PI	Monthly	Time to interact to an incoming chat interaction.	90% in 40 seconds  Max queue time = 80 seconds	Supplier  Operational Governance Meetings / stored in central repository / Dashboard
Re-opened Tickets	PI	Monthly	Total number of re-opened tickets per month.	Target = Less than 2% (to be discussed based on identified baseline)	Supplier  Operational Governance Meetings / stored in central repository / Dashboard
Ticket Rejections	PI	Monthly	Total volume of ticket rejected back to Global Service Desk.	Less than 5% of rejected tickets due to incorrect assignment	Supplier  Operational Governance Meetings / stored in central repository / Dashboard
Average speed to Answer	PI	Monthly	Average speed to answer a call, per language.	90% within 90 seconds  Max queue time 5 mins	Supplier  Operational Governance Meetings / stored in central repository / Dashboard

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Ticket Assignment	PI	Monthly	Tickets that cannot be solved by the Global Service Desk Agent shall be escalated to the correct resolver team within 40 mins.  Severity 2-5		Supplier  Operational Governance Meetings / stored in central repository / Dashboard
Metrics					
Call Abandonment	Metric	Monthly	Total number of calls abandoned by users – after 90 seconds	≤ 5% after 90 seconds	Supplier  Operational Governance Meetings / stored in central repository / Dashboard
Average wait time	Metric	Monthly	Data analysis to illustrate total Call Max/average waiting time / abandonment rates.	Not applicable	Supplier  Operational Governance Meetings / stored in central repository / Dashboard
Incident backlog / Aged tickets	Metric	Monthly	Decreased incident backlog.	Target = Less than 5% (to be discussed based	Supplier

				on identified baseline)	Operational Governance Meetings / stored in central repository / Dashboard
Mean Time to Restore (MTTR)	Metric	Monthly	Mean time to restore (per Severity level).	Not applicable	Supplier  Operational Governance Meetings / stored in central repository / Dashboard
End to end Resolution Time	Metric	Monthly	End to End resolution time from ticket open time to resolution time (excluding stoppages).	Not applicable	Supplier  Operational Governance Meetings / stored in central repository / Dashboard
Number of user interactions	Metric	Monthly	Total number of user interactions per month, to include repeat user interactions.	Not applicable	Supplier  Operational Governance Meetings / stored in central repository / Dashboard

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Knowledge Management Major Incident Articles	Metric	Monthly	% of valid Major Incident articles – all A & B class applications to have a valid MI article.	98% of all A & B classified applications	Supplier Operational Governance Meetings / stored in central repository / Dashboard
Knowledge Management Flagged article Resolution	Metric	Monthly	Flagged article resolution time.	No flagged articles older than 15 days	Supplier Operational Governance Meetings / stored in central repository / Dashboard
Knowledge Management Flagged article Resolution	Metric	Monthly	Expired articles resolution time	No expired articles older than 15 days	Supplier Operational Governance Meetings / stored in central repository / Dashboard
Knowledge Management	Metric	Monthly	1) Total number (and %) of valid articles overall, including:  <input type="checkbox"/> Total number of flagged/expired articles <input type="checkbox"/> Total number of incidents with a knowledge article connected. <input type="checkbox"/> Total number of users utilizing self-service knowledge articles. <input type="checkbox"/> Total number of reviewed/published articles. <input type="checkbox"/> Total number of articles viewed by users via self-service portal.		Supplier Operational Governance Meetings / stored in central repository / Dashboard

Implementation Service	Metric	Monthly	Total number (and %) of implementations overall, including:  <input type="checkbox"/> Total number of ongoing implementations. <input type="checkbox"/> Total number of new implementations. <input type="checkbox"/> Total number of completed implementations. <input type="checkbox"/> Average handling time related to completed implemented activities.	Supplier Operational Governance Meetings / stored in central repository / Dashboard
User adoption	Metric	Monthly	Total number of Global Service Desk interactions to show all contact channels and total volumes per region. The report should include as a minimum - Total number of calls, chat, bot walk-ins, etc.	Supplier Operational Governance Meetings / stored in central repository / Dashboard
Top Categories	Metric	Monthly	Top categories per CI:	Supplier

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			Incidents Service Requests Location/Sites Period Resolution codes	Operational Governance Meetings / stored in central repository / Dashboard
YTD total volume report Corp Assist	Metric	Monthly	Total number with e.g. Service desk intervention.  No of incidents globally, regionally, by site including rolling 12-month trending analysis. To include closed and open incidents and assigned status level and severity.	Supplier  Operational Governance Meetings / stored in central repository / Dashboard
YTD total volume report	Metric	Monthly	Total number of incidents globally, regionally, by site including rolling 12- month trending analysis. To include closed and open incidents and assigned status level and severity.	Supplier  Operational Governance Meetings / stored in central repository / Dashboard

### Onsite Support – Hardware Lifecycle Management

Name	Type	Period	Content	Expected performance	
Order Computer	PI	Monthly	Delivery of device to an end user.  SLA starts 5 business days prior to delivery date if the order is placed =>5 days prior to delivery date.  If the order is placed <5 days prior to delivery date – SLA starts immediately.  SLA stop time is when equipment has been delivered to the end user.	Normal - 97% within 5 Business Days	Supplier  Operational Governance Meetings / stored in central repository/ Dashboard

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	Metric	Monthly	Delivery of High priority orders to end users  No SLA is calculated for High priority orders  It shall be possible to deliver 20% of new requests with High Priority.	20% of all new orders to be high priority orders.	Supplier  Operational Governance Meetings / stored in central repository/ Dashboard
	Metric	Monthly	Number of Order Computer – delivered  Globally and Locally		Supplier  Operational Governance Meetings / stored in central repository/ Dashboard
Return Computers	PI	Monthly	Return of the equipment from user's desk to the stock room  SLA starts 3 days prior to return confirmed date via the "Return computer" request. If the request is placed =>3 days prior to return date.	=>97% in 3 Business days	Supplier  Operational Governance Meetings / stored in central repository/ Dashboard

			If the order is placed later or the same day the SLA is calculated 3 days from the order date.  If the user shall return it themselves and do not show, reminders are expected but the return order is cancelled, and no SLA is calculated.		
	Metric	Monthly	Number of Returned computers  Globally and Locally		Supplier  Operational Governance Meetings / stored in central repository/ Dashboard

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Renewal Computers			Computer to be renewed before retirement date.  % of total in country allowed to be over "Scheduled Retirement" date.	=>2% of total volume per country	Supplier  Operational Governance Meetings / stored in central repository/ Dashboard
	Metric	Monthly	Number of renewals completed  Globally and Locally		Supplier  Operational Governance Meetings / stored in central repository/ Dashboard
Stock room			The Supplier is responsible for measuring and reporting the Stock room inventory.  The actual inventory and inventory register shall correspond according to the service level quality target.	=>95%	Supplier  Stockroom data
Smartphone and Phone accessories	PI	Monthly	Delivery of device to an end user.	97% within 2 Business days for both Single	Supplier

Single orders and Renewals			Service Level Target (SLT) start time is when request is received. SLT stop time is when equipment is ready for pick-up.  Renewal Equipment includes all activities to prepare and deliver the new equipment as well as gathering and returning the replaced equipment to stock room.	orders and Renewals	Operational Governance Meetings / stored in central repository/ Dashboard
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Antartica Bar Corporation

Lisa Jonsson

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Anna Nyblom

Anna Nyblom

Anna Nyblom (Jun 30, 2022 15:11 GMT+2)

HCL Technologies

Limited Harshdeep

Arora

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Harshdeep-Arora (Jun 30, 2022 18:23 GMT+5.5)





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## Exhibit 1 – Base line Corporate Assist

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## 1. Introduction

This Exhibit 1 describes the Base Lines provided during RFQ phase by Purchaser and is to be considered estimates and Base Line for the Suppliers solution.

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Review of the Base Lines during Transition and Calibration period is to be performed and impact of effort to be agreed upon.

## 2. Global Service Desk, User Access Management, Knowledge Management and Market Service Desk

### 2.1 Service Specifications – Hours, Languages and Channels

Support hours, Languages and Channels	
Global Service Desk – Supported Languages' opening hours	English: 24/7 365 days  Swedish: Mon-Fri 08:00-17:00 (CET)  Dutch: Mon-Fri 08:00-17:00 (CET)  Mandarin: Mon-Fri 08:00-18:00 (China Time Zone)
Supplier Service Desk Delivery Locations	Swedish : Sweden  Dutch : Poland  Mandarin : Malaysia  English : India
Channels of interactions to the Global Service desk	<ul style="list-style-type: none"> <li>• Phone</li> <li>• Self Service Portal submits</li> <li>• Chat</li> <li>• Chat-bot</li> <li>• QR-codes</li> <li>• Walk-in entities</li> <li>• Events detected by Monitoring services</li> </ul>
User Access Management	English  24/7 365 days
Knowledge and Implementation Management	English  Mon-Fri 08:00-17:00 (CET)

Support hours, Languages and Channels	
Market Service Desk	English: Mon-Fri 07:00-18:00 (CET)

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## 2.2

## Volumetrics Global Service Desk, Knowledge Management and User Access Management

All volumes are provided as monthly estimates and shows the number of Incidents and Interactions touching the Service Desk team.

All incidents created via e.g. monitoring and other integrations where the incidents is escalated directly to the correct resolver team is not included here.

Language	Phone	Portal	Chat	Email	Others	Total
Swedish	3040	1750	1070	5	15	5880
Dutch	860	40	30	2	0	932
Mandarin	2660	1140	270	1	50	4121
English	5620	8310	2130	215	85	16360
Total Volume	12180	11240	3500	223	150	27293

Notes:

- The above baseline volume comprises of 80% of the Swedish contacts that is expected to get generated during the business hours (8:00 to 17:00) while the rest 20% of the contacts will be coming during off-business hours and will be supported in English language.
- Out of business hours support for Swedish, Dutch and Mandarin language will only be available through phone contact medium during Y1 of the engagement, however, during subsequent years once Real time Language Translation (RTLT) feature is available for end users, Chat contact medium also needs to be supported by Supplier.
- IVR re-configuration to be performed by the Purchaser to redirect Swedish out of business support hour calls to English queue in India.
- The Supplier need to provide Portal and Email support during next business day for non-English contacts.
- KPI/PI metrics will not be applicable for non-English contacts generated during post business support hours.
- The Supplier need to provide the Service Desk service based on the above ticket volume, any change in the volume or any ad-hoc projects requirement the support need to be mutually agreed and signed-off as governed by MSA.

IT4IT	Total Monthly	Top volume month	Low volume month
Incident	80	Nov'20 (126)	Jul'21 (55)

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User Access Management	
Monthly volume	7500
Percentage of total volume that currently is delivered through automation	30%
Tasks (part delivery of request)	750
Incidents	100
Service Hours	24/7 365

KM Volume	Average Monthly	Total	High Volume Month	Low Volume Month
Flag Articles	22	268	Nov'20 - 34	Aug'21 - 7
SDI Review	203	2436	Feb'21 - 279	Dec'20 - 149
Group deletion/modification/creation	38	451	Jun'21 - 65	Nov'20 - 17
Check-In	5	60	Oct'21 - 6	Jan'21 - 0
Number of A & B classified applications	A= 230 B=300			

## 2.3 Mac computers per country

Below list shows the number of Mac computer in Antarctica Bars environment. This is not 100% and is constantly growing. Stockholm, Lund and Gothenburg in Sweden do all have a substantial volume of Mac devices.

Row Labels	Count of Purchase Country
Sweden	987
United States of America	197
Grand Total	1184

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### 3. Onsite Support - Languages, Hours and Locations

	Sweden	US
Language	Swedish and English	English
Hours	07:00-18:00 Mon – Fri  VCT 06:30-18:00 Mon – Fri  Stockholm 08:00-16:00 Mon - Fri  Hällerid, Lund, Skövde 08:00-16:00 Mon - Fri	US01 / VCUSA: Mahwah 08:00-18:00 Mon – Fri  Ridgeville Office (Jakob/Bil) 08:00-18:00 Mon – Fri  US04 / ANTARTICAT: Sunnyvale 08:00-18:00 Mon – Fri
Locations	Gothenburg - Torslanda - Lindholmen  Olofström  Hällerid  Stockholm (Mood and Kungsträdgården)  Lund  Affiliates Polestar office Skövde (Aurobay, VCPC) VCRS	US01 / VCUSA: Mahwah  Ridgeville Office (Jakob/Bil)  Remote users approx. 600.  US04 / ANTARTICAT: Sunnyvale
Linux	Lund and Lindholmen	

#### 3.1 Possible Future Onsite Locations

Examples of possible future locations for Office Onsite			
CHN-Guangzhou AUS-Sydney AUT-Schwechat BEL-Brussels BRA-Sao Bernardo Do Campo CAN-Toronto CHE-Zurich CZE-Prague DEU-Cologne DEU-Dietzenbach	DNK-Copenhagen ESP-Barcelona ESP-Madrid FIN-Vantaa FRA-Nantes GBR-Daventry GBR-Maidenhead GRE-Athen HRV-Zagreb HUN-Budapest IND-Banglore	IRL-Dublin ITA-Bologna JPN-Tokyo KOR-Seoul MEX-Mexico City MYS-Kuala Lumpur NLD-Amsterdam-DC NLD-Beesd NLD-Maastricht NOR-Oslo POL-Warsaw	RUS - Moscow RSA - Johannesburg PRT-Porto PRT - Lisbon THA-Bangkok TUR-Istanbul TWN-Zhongli UAE-Dubai USA-Camarillo ZAF-Silverton

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Note: Support for these locations will be extended as and when required based on agreed change request procedure as governed in MSA.

### 3.2 Walk-in Centre availability

Hours are specified as Local time of Delivery location

EMEA		
Torslanda VAK	Monday to Friday	08.00-12.00
Torslanda PV	Monday to Friday	12:00-16:00
Torslanda VCT	Monday and Friday  Wednesday	13:00-16:00  06:30-09:30
Lindholmen	Monday to Friday	08.00-12.00
Skövde (Aurobay, VCPC)	Monday to Friday	No need for walk-in but walk-up technician
Olofström	Monday to Friday	08.00-10.00 and 14.00-16.00
Lund	Monday to Friday	No need for walk-in but walk-up technician
Stockholm	Monday, Wednesday and Friday	No need for walk-in but walk-up technician
AMERICAS		
Mahwah	Monday to Friday	09:00-11:00 and 12:00-17:00
Ridgeville Office Jacob	Monday to Friday	09:00-11:00 and 12:00-17:00
Sunnyvale	Monday to Friday	No need for walk-in but walk-up technician

### 3.3 Advanced support/ Management support

Note! No Volumes are available, capacity needs to be discussed.

This support will be purchased additionally on Time & Material (T&M) basis as per the lead time defined in the MSA.

Management support/ Advanced support	Sweden	US
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Sites	<ul style="list-style-type: none"> <li>• Gothenburg</li> <li>• Ridgeville</li> <li>• Mahwah</li> <li>• Sunnyvale</li> </ul>	
Approximate number of members appointed to receive management support  (This changes regularly)	<p>In Sweden we will not need a specific EMT technician.</p> <p>We will though provide backup via the Advanced support team in case of emergency.</p>	Around 30

### 3.4 Volumes Onsite Support

All volumes are provided as monthly estimates. For walk-in desk the volumes the most reliable numbers are for Sweden.

Country	Supported Locations	Average Monthly ServiceNow Volumetric			
		Incidents	Interactions	SR Tasks	Total Volume
Sweden	Gothenburg	354	1903	62	2318
	Hallered	30	0	5	35
	Lindolmen	2	0	0	2
	Lund	5	0	25	29
	Olofstrom	54	82	73	209
	Stockholm	4	0	17	21
	Skovde	47	0	30	77
US	Ridgeville Jacob	15	0	28	43
	Mahwah	93	34	135	262
	Sunnyvale	45	0	254	298
	Grand Total	647	2019	627	3294

Notes:

- The above volumetric has been considered based on average ticket volume over captured in ServiceNow from Jan to Dec 2021. Any change in the volumetric will be governed as per the clauses defined in the MSA.

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### 3.5 Hardware Lifecycle Management

Estimates Monthly volumes presented as an average over the year. In general volumes are low during the main vacation and a bit higher during other months. It will also differ a bit from year to year based on the renewal cadence.

Hardware Lifecycle Management			
Monthly Estimates (PC and Print)	Sweden	US	Total
Single order	350	25	470
Renewal (PC and Print)	700	50	970
Return Office Request	100	10	145
HLM total	1150	85	
Break and Fix (PC and Print)	Sweden	US	Total
Break and Fix computers including printers			150
Volumes Snap Shot Oct 2021	Sweden	US	Total at the Onsite Sites
Number of computers	21000	2000	
Number of printers	580	50	
Number of Mobile phones	17000	1600	22000
HLM Mobile Phones	Sweden	US	Total at the Onsite Sites
New Phone order	220	25	375
Renewal Phone Order	480	90	675
Return Phone order	60	25	125
Accessories Request	900	35	1000

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correct volume will be updated subsequently pre-commencement date.

Vehicle Requirement:

Gothenburg – 1 van and 1 smaller truck

Olofström – 1 van



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## Exhibit 2 - Pricing

Under the Service specification for Service Object  
Corporate Assist

Confidential

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## 1. Introduction

This Exhibit is part of the Master Services Agreement between the Purchaser and the Supplier and stipulates the pricing and any special terms applicable to the Services to be performed in accordance to the Service Specification for Service Object DWP - Collaboration.

## 2. Applicability

This Exhibit 2 applies only to the Service Specification as per the term of services mentioned below.

Service	Commencement Date	Term of Service	End Date of the term
Transition Services as per Exhibit 5 – Transition Plan	2022-07-01	Milestone based Transition	2022-10-31
Services as per the Service Specification	2022-11-01	38 months	2025-12-31

## 3. Transition Services cost

The agreed costs along with the payment milestones for Transition Services as per Exhibit 5 – Transition Plan are set out in the table below.

Milestone Description	Milestone Invoice Date	Cost (USD)
Contract Signature	2022-07-01	\$ 113 299,23
Planning Completed	2022-07-10	\$ 226 598,47
Knowledge Transfer Completed	2022-09-30	\$ 339 897,70
Service Readiness Approved	2022-10-15	\$ 283 248,08
Go-Live	2022-11-01	\$ 113 299,23
Transition Closure	2022-10-31	\$ 56 649,61

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Total	NA	\$ 1 132 992,33	

## 4. Operations cost

4.1 The agreed monthly costs for the Services are set out in the table below. All costs are in USD.

Year 4 (Jan 2026 – Dec 2026) and Year 5 (Jan 2027 – Dec 2027) are optional as per MSA agreement

Name of document		Estimated Monthly Cost (USD) Page 1 of 1	
Exhibit 2 - Pricing	Month	for Managed Capacity	
	November 2022	\$ 883 923,5	
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	December 2022		\$ 883 923,5
Issuer		Exhibit	
Antarctica Bars Corporation	Total September 2022 –	\$ 1	767 847
	December 2022		
	January 2023	\$ 883 923,5	
	February 2023	\$ 883 923,5	
	March 2023	\$ 883 923,5	
	April 2023	\$ 883 923,5	
	May 2023	\$ 883 923,5	
	June 2023	\$ 883 923,5	
	July 2023	\$ 883 923,5	
	August 2023	\$ 883 923,5	
	September 2023	\$ 883 923,5	
	October 2023	\$ 883 923,5	
	November 2023	\$ 715 384,4	
	December 2023	\$ 715 384,4	
	Total January 2023 – December 2023	\$ 10 270 003,8	
	January 2024	\$ 715 384,4	
	February 2024	\$ 715 384,4	
	March 2024	\$ 715 384,4	
	April 2024	\$ 715 384,4	
	May 2024	\$ 715 384,4	
	June 2024	\$ 715 384,4	



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July 2024	\$ 715 384,4
August 2024	\$ 715 384,4
September 2024	\$ 715 384,4
October 2024	\$ 715 384,4
November 2024	\$ 641 339,8
December 2024	\$ 641 339,8
Total January 2024 – December 2024	\$ 8 436 523,7
January 2025	\$ 641 339,8
February 2025	\$ 641 339,8
March 2025	\$ 641 339,8
April 2025	\$ 641 339,8
May 2025	\$ 641 339,8
June 2025	\$ 641 339,8
July 2025	\$ 641 339,8
August 2025	\$ 641 339,8
September 2025	\$ 641 339,8
October 2025	\$ 641 339,8
November 2025	\$ 641 339,8
December 2025	\$ 641 339,8
Total January 2025 – December 2025	\$ 7 696 077,4

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January 2026	\$628 512,2
February 2026	\$628 512,2
March 2026	\$628 512,2
April 2026	\$628 512,2
May 2026	\$628 512,2
June 2026	\$628 512,2
July 2026	\$628 512,2

August 2026	\$628 512,2
September 2026	\$628 512,2
October 2026	\$628 512,2
November 2026	\$628 512,2
December 2026	\$628 512,2
Total January 2026 – December 2026	\$ 7 542 147,0
January 2027	\$ 615 942,0
February 2027	\$ 615 942,0
March 2027	\$ 615 942,0
April 2027	\$ 615 942,0
May 2027	\$ 615 942,0
June 2027	\$ 615 942,0

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July 2027	\$ 615 942,0
August 2027	\$ 615 942,0
September 2027	\$ 615 942,0
October 2027	\$ 615 942,0
November 2027	\$ 615 942,0
December 2027	\$ 615 942,0
Total January 2027 – December 2027	\$ 7 391 304,0

4.2 The agreed unit costs for the Services are set out in the table below. All costs are in USD

Unit name	Unit measure	Cost per Unit Nov 2022 – Oct 2023	Cost per Unit Nov 2023 – Oct 2024	Cost per Unit Nov 2024 – Dec 2025

- For Onsite support services, if there is a change in user count of any location which requires additional resources to be deployed or reduction in resources already deployed, then the pricing shall be mutually agreed for that particular location through change control mechanism.
- For Global Service desk , we propose a model of ARC/RRC. ARC/RRC shall apply above (-/+)10% of Resource units from the Resource baselines. For any increase/decrease between (-/) 10%-20% in resource units from the resource baselines, ARC/RRC rate shall be 90% of monthly base unit rate. For any increase/decrease between (-/) 20%-35% in resource units from the resource baselines, ARC/RRC rate shall be 80% of monthly base unit rate. For any increase/decrease beyond (-/) 35% in resource units from the resource baselines, Supplier and Purchaser will mutually agree on a revised unit price.

4.3 The estimated Monthly Costs for the Managed Capacity are set out in the table below. The estimated Monthly Cost are calculated based on the roles and volumes defined in Exhibit 1 (Baseline) to this Service Object and the hourly rates defined in Exhibit A to Appendix L (Rate bard). If any conflict between the table bellow and the Exhibit 1 and the Exhibit A to Appendix L, then the Exhibit 1 and the Exhibit A to Appendix L will prevail.

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Not Applicable			



## 5. Total Bonus Value

The Service Bonus Model and the calculation of the Bonus Value is defined in Appendix F, Section 5. The Total Bonus Value for this Service is defined as:

- As 4% of the Monthly Cost, defined in Section 4.1 above. (i.e. the Total Bonus Value is the span between 96% – 100% of the Monthly Cost)

## 6. Invoicing Terms

The invoicing and payment terms monthly retroactive, as set out in Appendix L to the Agreement, will apply.

Global Service desk shall be invoiced to and paid by Purchaser centrally in USD.

Onsite support services shall be invoiced to and paid by Purchaser local entity in local currency of the country in which local entity is based.

## 7. Special terms

- Service Bonus is applicable for fixed spend deliveries
- Calibration period: Antartica Bars and HCL agree to a 6 months calibration period for arriving at acceptable and target service level for all KPIs including Resources fulfillment & attrition KPIs. These recalibrated levels are to be jointly agreed at the product area level and discussions supported by VE lead & procurement.
- For Attrition KPI measurement it will be only applicable for designated & dedicated resources working for fixed delivery.

Role	Competence	Sweden SEK/h	Belgium EUR/h	Charleston USD/h	Shanghai RMB/h	India USD/h
Agile Coach	Competent	1 032,47	NA	NA	NA	36,75
Agile Coach	Proficient	1 203,09	NA	NA	NA	43,94
Agile Coach	Expert	1 801,68	NA	NA	NA	60,02
Architect, Infrastructure	Competent	803,05	71,93	92,46	425,00	31,14
Architect, Infrastructure	Proficient	1 003,81	89,92	114,42	525,00	38,92
Architect, Infrastructure	Expert	1 355,14	121,00	150,00	750,00	52,54
Engineer - Infrastructure	Expert	1 010,34	87,74	148,96	520,09	45,00
Product Manager	Expert	1 971,65	NA	NA	NA	74,77
Product Owner	Expert	2 205,14	NA	NA	NA	69,97

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Project/Program Manager	Expert	2 200,14	165,55	225,00	850,00	69,97
Scrum Master	Expert	2 000,00	155,25	225,65	800,98	65,00
Service Now Administrator	Competent	926,08	87,98	105,00	400,00	37,25
Service Now Administrator	Proficient	1 157,60	110,00	126,00	492,15	42,96
Service Now Administrator	Expert	1 563,00	155,00	180,10	731,76	62,00
Service Now Developer	Competent	895,50	90,00	112,66	425,00	33,34
Service Now Developer	Proficient	1 075,30	110,00	126,00	500,00	35,00
Service Now Developer	Expert	1 200,00	120,00	138,32	621,60	38,89
Service Now Developer	Advanced Beginner	771,74	NA	NA	NA	22,85
Service Now Functional Consultant	Competent	999,98	NA	NA	NA	35,01
Service Now Functional Consultant	Proficient	1 200,03	NA	NA	NA	48,01
Service Now Functional Consultant	Expert	1 700,01	NA	NA	NA	69,95
User Interface/Experience	Competent	1 218,04	145,00	150,00	525,00	32,00
User Interface/Experience	Advanced Beginner	1 143,51	NA	NA	NA	21,02
User Interface/Experience	Proficient	1 522,55	170,00	175,00	625,00	43,96
User Interface/Experience	Expert	2 100,03	225,00	250,00	850,00	62,00
User Support	Novice	611,43	NA	NA	NA	15,20
User Support	Competent	694,04	68,15	86,33	375,10	25,00
User Support	Proficient	867,54	82,42	106,84	468,87	35,00
User Support	Expert	1 171,18	111,26	145,69	632,97	48,00



## 8. Contact persons

Purchaser's key commercial contact for the Service(s) will be: Lisa Jonsson, [lisa.jonsson@Antarticabars.com](mailto:lisa.jonsson@Antarticabars.com)

Supplier's key commercial contact for the Service(s) will be: Subin Mathew Thomas,  
[subinmathew.thomas@hcl.com](mailto:subinmathew.thomas@hcl.com)

21 February 2022

**EXHIBIT 3 – DATA PROCESSING****DESCRIPTION OF PROCESSING ACTIVITIES**

**NAME OF PROCESSING ACTIVITY(IES): IT SERVICES (UNDER MASTER SERVICE AGREEMENT)**

**1. SCOPE, TYPE AND PURPOSE OF THE INTENDED COLLECTION, PROCESSING OR UTILIZATION OF PERSONAL DATA, KIND OF PERSONAL DATA, CATEGORIES OF DATA SUBJECTS AND ROLES OF THE PARTIES:**

**Scope & Purpose**

Supplier will process personal data as necessary to perform IT Services pursuant to the Agreement and its appendices, and as further instructed by Antarctica Bars in its use of the Services including but not limited to application maintenance, application development and Infrastructure Services.

IT Services consist of among other things the following activities in relation to personal data: [use of personal data to set up, operate, monitor and provide the Services (including support), provision of consulting services; upload any fixes or upgrades, back up of personal data; computer processing of personal data, including data transmission, data retrieval, data access; execution of instructions of Antarctica Bars in accordance with the Agreement.

**Roles**

Antartica Bars is Controller and the Supplier is Processor

**Type of personal data and categories of data subjects**

The supplier (Processor) will for the applicable Service process personal data described in column “Data Element” in Attachment A to this document.

Data Subjects for the applicable Service are described in column “Data Subject” in Attachment A to this document.

**2. DURATION OF THE PROCESSING OF PERSONAL DATA:**

The processing activity will continue for as long as the Agreement is valid and for a period of three (3) months thereafter to allow the Processor to erase or retransfer the personal data.

**3. ADDITIONAL INSTRUCTIONS:**

N/A

**4. PLACE OF PROCESSING:**

Personal data will for the applicable Service be processed at the locations described in column “Hosting location” and “Additional country” in Attachment A to this document.

**5. TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES:**

Refers to Appendix H and Appendix O (Antartica Bars Minimum Cybersecurity Requirement), which covers this area

**6. SUB-PROCESSORS:**

Personal data will for the applicable Service be processed by sub-processors as described in column “3-rd party details” in Attachment A to this document

**7. ATTACHMENTS:**

Attachment A: DPA data form

KIF No: 343222





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## Exhibit 4

### Under the Service specification for Service Object Corporate Assist

Regarding: Optimisations, Transformation and one-time tasks

Confidential

Date: 2022-06-30

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Optimisation, transformation and one-time tasks		2 (7)
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## 1. General

This Exhibit is a part of the Master Services Agreement between the Purchaser and the Supplier. The document details tasks that can or will be performed by the Supplier and that is of a one-time nature. It outlines the different Optimisation tasks the Supplier plans to perform as well as the offered Transformation ideas. Finally it contains tasks of a one-time nature but that for some reason is not part of the Transition.

It shall not in any way be interpreted as exempting the Supplier from performing the necessary actions to fulfil all requirements in the Service Object Service Specification. If there is a conflict between this Exhibit and the overarching view of the Delivery in the Service Object Service Specification, the Service Object Service Specification shall prevail.

## 2. Optimisation

The Supplier shall list all Optimisation activities that are to be performed by the Supplier. The purpose of the list is to make the Purchaser aware of the planned activities and make it possible for the Purchaser to follow up that Optimisation actually occurs.

Optimisation	Short description	Date

## 3. Transformation - Base

The Supplier shall include a description of all Transformation activities offered by the Supplier in their bid and the pricing for the same is included in the Price exhibit. N.B. this list is only containing the offered Transformation activities as options for the Purchaser and do not constitute any agreement by the Purchaser to start any of the activities. All activities shall be separately started and ordered by the Purchaser.

Optimisation	Short description	Date
Profile Kaleidoscope Assessment	The Supplier will be incorporating the Profile Kaleidoscope assessment service which is a combination of technical & functional assessment through consultant-led analysis to derive user personas and Nano attributes for each identified persona in the Purchaser environment.	M5

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Optimisation	Short description	Date
Point & Learn	The Supplier will implement Point and Learn solution, this is used for enhancing the self-service resolution of common issues related to printers, email etc. Provision of QR code (creation & scanning functionality) exclusively mapped to the knowledge articles designed for top identified issues in ServiceNow knowledge management platform.	M5
BCMF (Behaviour Change Management Framework)	The Supplier will introduce comprehensive process, governance and methodology to drive user communication and change adoption. It will provide user knowledge management activities including drafting the user facing communication, documents and publishing, user knowledge articles, DIY videos, scripts, audios and other FAQs.	M6
Autopilot	<p>The Purchaser will implement and configure Windows Autopilot which is used to set up and pre-configure new devices, getting them ready for production use through zero touch deployment. This is expected to be in production by end of current year as per current year roadmap.</p> <p>Any delay in the projects will require a revisit in the support model and will be addressed mutually as per the change request procedure.</p>	M6
OEM Factory Device Provisioning	<p>The Purchaser will introduce OEM factory device provisioning services so that current prevailing manual device provisioning process can be automated and an efficiency in achieved in the Onsite Support and HLM process. This is expected to be in production by end of current year as per current year roadmap.</p> <p>Any delay in the projects will require a revisit in the support model and will be addressed mutually as per the change request procedure.</p>	M6
IT Vending Machine and Digital Locker	The Purchaser will introduce IT Vending machine and Digital Lockers which will enable end users to pick up IT equipment and accessories items that are ordered subject to requisite approvals.	M9
Real Time Chat Translation (RTLT)	The Purchaser will enable this feature which allows to dynamically translate text entered in an application (Chat tool, user-entered text on forms, etc.,) for a seamless localization experience. This functionality will be used for chat translation in Service Desk to allow English Agents to support chat from all local languages (Swedish, Dutch & Mandarin).	M6
XLA – User Experience Index	The Supplier will introduce eXperience Level Agreement (XLA) focusses on the health of the partnership measuring the success that drives outcomes with defined goals. XLA will be the new	M5

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Optimisation	Short description	Date
	guiding factor to barve out the direction the Purchaser should be heading.	
UX Dashboard – Power BI	The Supplier will provision a UX dashboard using Power BI platform which will be used as a business analytics service that delivers insights to enable fast, informed decisions. Analysis of user and device metrics and data to derive dashboards through Power BI platform that helps to report user experience and take proactive actions.	M6

## 4. Transformation - Optional

This section includes a description of all optional Transformation activities as suggested by the Supplier. These transformations are not included in the pricing and can be opted for in futures by the Purchaser based on requirements and business case.

Optimisation	Short description	Date
Mobile Buddy	Enterprise Mobile application to provide unified mobile experience to all the users through its “Mobile Buddy” (like a mobile assistant) which will designed exclusively for the Purchaser utilizing Suppliers solution OptiBot Neo solution. This tool will be sensitive to user persona, location aware and provide the ability to get help quickly and bring true digital experience to the Purchasers end user.	
Real time Voice Translation	The Purchaser will enable this feature which allows the translation of voice from native language (Swedish, Dutch & Mandarin) to English and vice versa. It will increase the cost efficiency of Service desk by supporting all native languages through offshore English desk supporting native language calls through voice translation	
UX Dashboard – Power BI	Power BI is a business analytics service that delivers insights to enable fast, informed decisions. Analysis of user and device metrics and data to derive dashboards through Power BI platform that helps to report user experience and take proactive actions	
Virtual Kiosk with Augmented Reality (AR)	It will be a small, stand-alone booth that can be placed in Antarctica Bars mid/small size sites having high on footfall/strategic areas for business purposes. It will serve great user experience while providing IT Support, guidance & information on a variety of IT topics.	

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Optimisation	Short description	Date
Enhanced Remote troubleshooting	Devices with Intel vPro technology enables IT to department to take advantage of hardware-assisted security and manageability capabilities that enhance the ability to maintain, manage and protect the devices. It also has the capability to work seamlessly with 3 <sup>rd</sup> party management console .	
Smart Robotics	Smart Robotics is an artificial intelligence (AI) system that can learn from its environment and its experience and build on its capabilities based on that knowledge. Various vertical specific use cases and automation capabilities can be developed by leveraging Smart Robotics.	
Voice Bots	Voice bots are software powered by artificial intelligence (AI) that allow a caller to navigate an interactive voice response (IVR) system with their voice, generally using natural language. Callers don't have to listen to menus and press corresponding numbers on their keypads.	
Cognitive BOT Solution	HCL DRYiCE Lucy is a conversational AI platform for automating wide range of industry use cases. Mimicking human interaction - learns and adapts to users' needs through smart conversations by leveraging Natural Language Processing (NLP) and Machine Learning (ML).	
Sentiment Analysis	This is an approach to improve productivity and experience with data-driven, privacy-protected insights and recommendations. Microsoft viva Insights is one such tool that helps on insights based on the digital workplace tools usage patterns and collaborations. This can also be combined with natural language processing (NLP) that identifies the emotional tone behind a body of text or voice call.	
Employee Wellness Score	Employee wellness score can be adopted through Microsoft Viva Insights that help in the wellbeing for teams large or small, with manager and leader insights. It help managers explore and build personal habits that impact team culture—for example, by scheduling "no-meeting" days.	

Note:

1. This document is a very high level representation and needs to be evolved once the Supplier have the visibility of the PI backlog.
2. Timelines to be defined during the Due Diligence / Knowledge Transition phase.

## 4. Non transitional tasks

The Parties shall list all Activities that are agreed to be performed and that is:

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1. Of a one-time nature

2. Is not part of the Transition

[DELETE When read. These tasks could be for example:

- Integrations that cannot be performed during Transition, perhaps waiting for a version update on either parties side.
- License transfer that are to be performed at annual renewal date  Renewal of a hardware stack waiting for certification etc.]

Activity	Short description	Date
	[Fill in the name of the activity, a short description and the date when it is to be finalized. Add or delete rows as necessary]	





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## Exhibit 5 – Transition Plan

Under the Service specification for Corporate Assist

Regarding: Transition Plan

Confidential

Date: 2022-06-30

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## 1. General

This Exhibit is a part of the Master Services Agreement between the Purchaser and the Supplier. The document details tasks that can or will be performed by the Supplier and that is of a one-time nature. It outlines the different Optimisation tasks the Supplier plans to perform as well as the offered Transformation ideas. Finally it contains tasks of a one-time nature but that for some reason is not part of the Transition.

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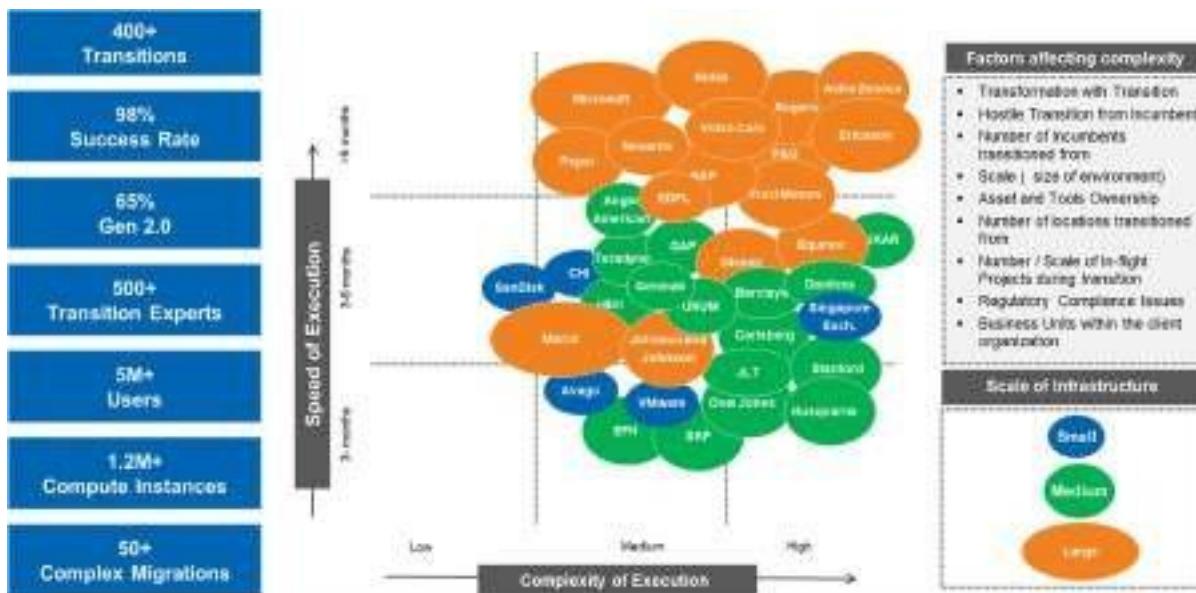
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## 2. Transition Plan

HCL with its significant global experience in transitioning Infrastructure support for complex customer environments has developed a robust services transition Methodology. HCL has deployed this methodology to transition complex customer environments from both in-house teams and incumbent vendors for more than 400+ customers. The diagram below depicts few examples of some similar transitions that were done successfully in the past

More importantly, and a source of pride for HCL, is the fact that more than 97% of all our T&T programs have been on time and within budget.



The strategy and plan for ANTARTICA's Initial Transition Project has been formulated after detailed consideration from the RFQ requirements, scale and size, technology, incumbent vendor dependencies, complexities and ANTARTICA business units and their industry imperatives. HCL has proposed 4 months Transition plan for transition of services from incumbent to HCL. The Transition to HCL shall be a phased approach to minimize the risk of disruption to end user. The Transition & Transformation Program has been modelled along with the following key principles.

## 2.1 Key Transition principles

HCL's transition approach is based on the following key guiding principles:

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- Day 0 Core Team: Formation comprising of key roles to understand important technical, functional, business aspects of Antarctica Bars ensuring Day-1 service readiness & seamless transition
- Minimum Disruption & Zero Downtime transition: Minimum Disruption & Zero Downtime transition process focusing on Silent KT and Reverse Engineering tools, existing documentation, minimizing dependency on SMEs.
- One Program with multiple streams: One Program with multiple streams to increase the efficiency & optimal utilization of SMEs.
- Multi-layer, collaborative governance: Multi-layer, collaborative governance structure empowered with experience of previous transition governance team Focus on quality checkpoints - Tollgate based entry and exit criteria.
- Staggered Approach - Aligned to Antarctica Bars Business Units and Product Areas.
- Ask for the best, plan for the worst: Ask for the best, plan for the worst - Extensive planning for comprehensive planning & risk assessment.
- Organization Change Management: Organization Change Management to Ensure communication and training integral part of Transition plan towards End user and IT.
- Risk Mitigated Transition: The transition will be executed in a phased manner with Tollgate based exit criteria at each phase to ensure that the entire undertaking is tightly controlled and monitored. Also, as we identify transition associated risks we will put a risk tracker in place. Weekly status reporting with input from Antarctica Bars and the incumbent vendor will set a framework for effective risk control
- Set up for future transformations (If Any) – Only transformations critical for Day 0 services to be implemented along with Transition

## 2.2 HCL Transition Methodology

As described above, HCL shall model its transition based on the ASSeT™ framework. ASSeT™ is HCL's proprietary transition framework build based on HCL's rich experience in several engagements with different customers. It represents an integrated end-to-end transition framework, which spans the entire transition lifecycle. ASSeT™ provides a systematic and structured approach to transition

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application maintenance, support, development and infrastructure services from incumbent. The framework consists of wide range of tools, templates, checklist along with the best practices which helps in planning and designing the complete transition program. The same is described below:



## 2.3 Phases of Transition Plan

For the engagement with Antartica Bars, HCL has proposed a customized phase wise Transition plan for the Corporate Assist Product. HCL has proposed 4 months Transition plan for transition of services from incumbent to HCL. The Transition to HCL shall be a phased approach to minimize the risk of disruption to end user.

The overall Transition approach has been designed to complete the full handover of management and operational responsibility for the Services from Antartica Bars, to HCL, with Zero disruption to Antartica Bars business.

Following are the highlights of HCL Plan:

Planning Phase:

- During the Planning phase a detailed Transition plan would be prepared, governance and communication plan set up and signoff from Antartica Bars would be taken on final plan. Program Management Office will be set up to supervise the entire Transition process.
- Team aligned for Antartica bars transition will include transition manager, Change Manager, KT experts, Project managers and process experts.
- HCL and Antartica Bars Team will jointly prepare and agree on the Knowledge Transfer schedule

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### Transition Phase:

- HCL transition team will start the knowledge transfer remotely track wise.
- The “Redesign” phase will commence after Knowledge transfer. During this stage, we will fine tune operational processes, documentation if any, to cover any identified gaps in service delivery in consultation with Antarctica Bars. Process documents, SOPs, would be updated and signoff would be taken. It is during this time that the service delivery teams would be ramped up to receive training and get ready to commence Parallel Run.
- The “Replication” phase will also commence after the Knowledge Transfer. HCL Transition team will replicate the KT to the extended steady state team on Antarctica Bars processes for smooth commencement of Parallel run or shadowing phase.

### Parallel Run:

- Parallel run will commence post Redesign and Replication, simultaneously across all delivery centres. HCL & Antarctica Bars will select location and scope for testing all Delivery Readiness and Quality / Compliance areas.
- HCL will gradually start delivering the services in this phase while Antarctica Bars will observe.
- Tools and processes, connectivity, telecom would be in place for HCL operations.
- Antarctica Bars service delivery cut-over to HCL would be done in this phase.
- Post Service commencement HCL will become responsible for the baselined SLAs. It is also at this point that we will enter a period of HyperBare.
- During this time, there will be an increased focus on critical support, governance, communication etc. to ensure that the cutover goes smooth.
- Post Go Live HCL will have an SLO (Service Level Observance) Phase where HCL would monitor all agreed SLA's

## 2.4 Transition Timeline

HCL has created an integrated Transition Plan which will be implemented in 4 months considering the contractual go ahead on start of July (Transition Commencement Date-TCD) and Go live is planned on start of November (TCD+4 months). This plan comprises of multiple work-streams to cover all aspects of a successful Service Transition for Antarctica Bars transition. The following figure represents this transition plan along with high level activities, key milestones, and timelines.

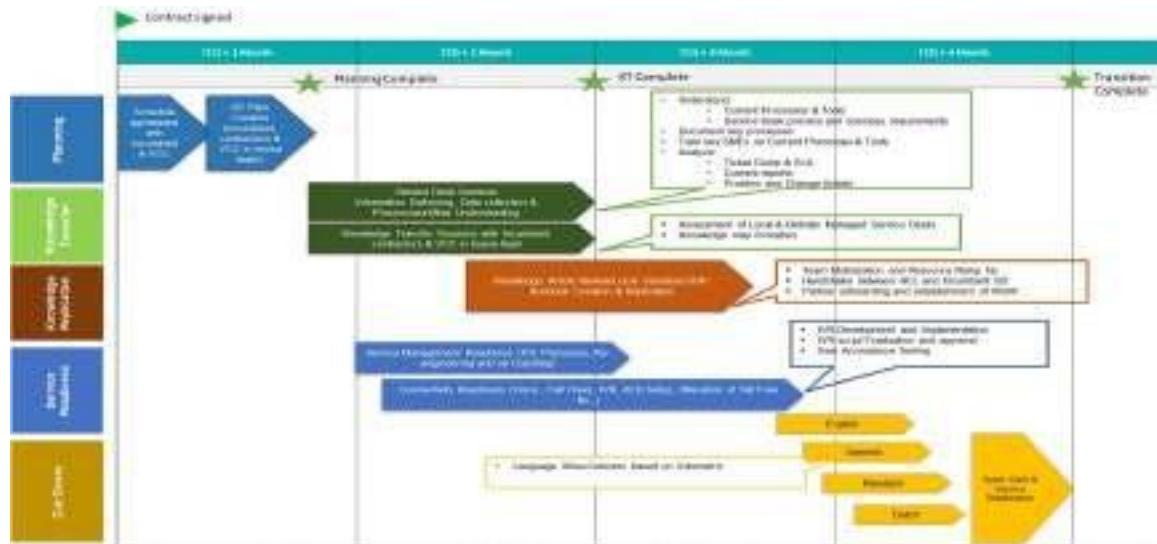
### Service Desk Transition

Based on the stated requirements for Service Desk and previously conducted meetings, HCL will take over the Service Desk services from the Current Provider in a planned wave wise manner, with multiple cutovers to minimize business impact and ensure a smooth transfer of responsibilities.

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HCL has provided an integrated transition plan to cover all aspects of service desk services. This integrated plan shows the interdependencies and gives an overall view of the detailed timelines for the transition project:



### Onsite Support Services Transition

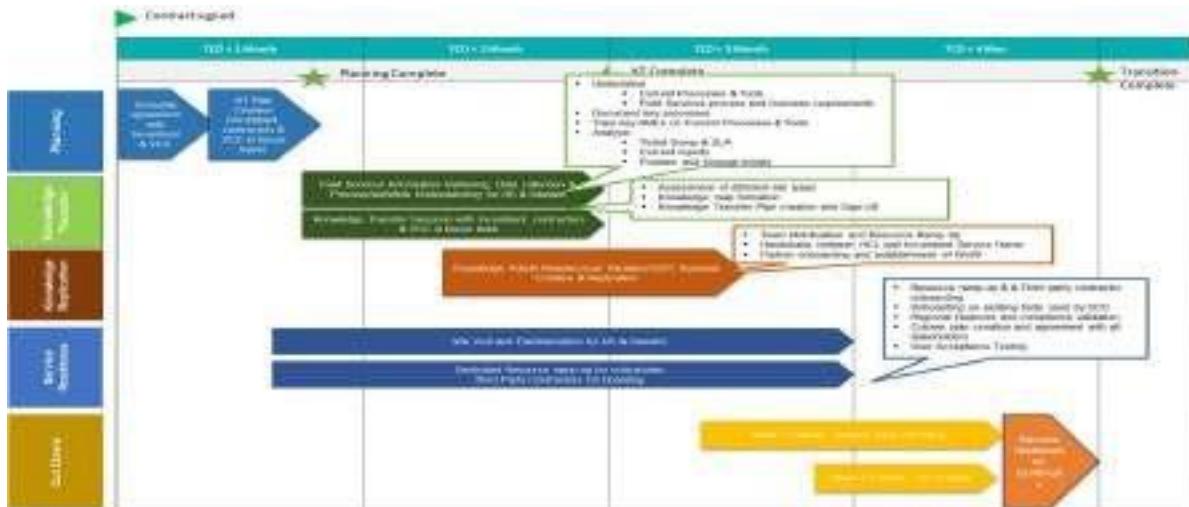
Based on the stated requirements for Onsite Support Services and previously conducted meetings, HCL will take over the Local Support services from the Current Provider in a planned wave wise manner, with multiple cutovers (aligned with market areas) to minimize business impact and ensure a smooth transfer of responsibilities.

HCL has envisioned an integrated transition plan to cover all aspects of onsite support services. This integrated plan shows the interdependencies and gives an overall view of the detailed timelines for the transition project:

Apart from Service Desk, Market Support, UAM, KM, Onsite Support and Advanced support HCL in its transition plan also considers the below streams for a smooth transition:

- Infrastructure and Offshore Management Centre (ODC) Setup: This team will ensure setup and availability of required infrastructure such as offshore development centre, connectivity, seats, access to applications.
- Tools: This work-stream comprise of implementation and use of tools and enablers for transition execution. HCL will also implement tools for steady state as part of this work-stream.

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	Exhibit 5	• Process Knowledge: This work-stream will involve activities related to ITSM processes definition KT for



Global locations, China and training of HCL team.

- Organization Change Management (OCM): This work-stream comprises of activities related to managing the change in the Antarctica Bars organization during transition. HCL will aid the Antarctica Bars towards process adoptions, organization readiness and communication strategy.
- Program Governance: This work-stream comprises of transition program governance and reporting along with implementation of steady state governance, reporting and operating model for steady state. Based on the above-mentioned Transition principles and workstreams.

## 2.5 Transition Deliverables/Milestones

Following is a list of deliverables which will be prepared and shared by HCL transition team at the completion of various milestones in the overall process.

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Milestones	Deliverables	Acceptance Criteria	Dependency on Antartica Bars
Contract Signatures	<input type="checkbox"/> Transition Start approved	<input type="checkbox"/> Contract Signatures signed by Both Parties <input type="checkbox"/> Volumetric baselined	<input type="checkbox"/> Contract Signatures signed by Both Parties <input type="checkbox"/> Provide and Sign off on Infrastructure
Planning Completed	<input type="checkbox"/> Final detailed plan which includes mapped deliverables <input type="checkbox"/> Knowledge Transfer Schedule & Calendar Booked <input type="checkbox"/> Deliverable list mapped with templates for defined milestones agreed <input type="checkbox"/> RAID log	<input type="checkbox"/> Antartica Bars acceptance & Sign off on detailed Transition Project Plan <input type="checkbox"/> Deliverable Templates reviewed & approved by Antartica Bars <input type="checkbox"/> Antartica Bars acceptance and sign off on Risk Register updated with all Risk, Issues, Dependencies and Assumptions	<input type="checkbox"/> Provide inputs for Transition Plan, key resources, and locations <input type="checkbox"/> Provide inputs for acceptance criteria on deliverables <input type="checkbox"/> Antartica Bars personnel shall share all existing documentation and SOPs <input type="checkbox"/> Antartica Bars personnel shall provision Read access on environment <input type="checkbox"/> Acknowledge & fulfill key dependencies as per plan on Antartica Bars side <input type="checkbox"/> Review & Provide inputs on Risk Strategy and proposed mitigations
Knowledge Transfer Completed	<input type="checkbox"/> Runbooks & updated SOPs, if any, per track <input type="checkbox"/> Tower Playback document submitted, and walkthrough conducted <input type="checkbox"/> RAID Log as per phase updated	<input type="checkbox"/> Antartica Bars acceptance & Sign off on tower playback document <input type="checkbox"/> Antartica Bars acceptance & Sign off on documented Runbooks & updated SOPs, if any <input type="checkbox"/> Antartica Bars acceptance & sign off on Risk Register and Issue Register	<input type="checkbox"/> Provide inputs on locations, SME availability of the Antartica Bars or incumbent teams for knowledge transition planning and design workshops <input type="checkbox"/> Antartica Bars personnel as reasonably requested shall attend scheduled sessions <input type="checkbox"/> Antartica Bars personnel shall review and sign off submitted runbooks <input type="checkbox"/> Review & Provide inputs on Risk Strategy and proposed mitigations
Service Readiness Approved	<input type="checkbox"/> Reverse KT Training Plan Completed <input type="checkbox"/> Cutover Approach and Plan Submitted <input type="checkbox"/> Conduct UAT as per acceptance	<input type="checkbox"/> Service Readiness Checklist Approved by Antartica Bars <input type="checkbox"/> UAT of SD/FS/connectivity/tools signed off	<input type="checkbox"/> Antartica Bars personnel shall participate in UAT <input type="checkbox"/> Antartica Bars personnel shall review UAT plans and acceptance criteria <input type="checkbox"/> Provide inputs on Cutover approach and Plan

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	<p>criteria &amp; Submit UAT Report</p> <p>□ Service Readiness Checklist accepted for Service Commencement and cutovers</p>	<p><input type="checkbox"/> Cutover approach and plan accepted &amp; Signed off</p> <p><input type="checkbox"/> Communication plan executed by Antarctica Bars for end user impact</p>	<p><input type="checkbox"/> Prepare end user communication plan</p> <p><input type="checkbox"/> Execute end user communication plan as per cutover</p>
Go Live	<p><input type="checkbox"/> Parallel Run Report Submitted</p> <p><input type="checkbox"/> Go Live Decision Meeting conducted for Service Takeover by HCL</p>	<p><input type="checkbox"/> Approval on Go Live Decision for Cutover</p> <p><input type="checkbox"/> Service Cutover Communication sent by Antarctica Bars for Go Live &amp; Service Takeover by HCL</p>	<p><input type="checkbox"/> Antarctica Bars team to review and approve Service Readiness Checklists and Criteria</p> <p><input type="checkbox"/> Provide decisions on Service Go Live</p> <p><input type="checkbox"/> Send Go Live and cutover communications to end users</p>
Transition Closure	<p><input type="checkbox"/> Closure Reported Submitted</p> <p><input type="checkbox"/> Transition Gap identified post go live -RAID Log baseline</p>	<p><input type="checkbox"/> Closure Reported Approved</p> <p><input type="checkbox"/> Approve Transition Closure</p>	<p><input type="checkbox"/> Provide inputs on lessons learnt for closure report</p>

## 2.6 Transition Risk & Mitigation

HCL has an extensive experience in planning and executing Transitions of varying scales, services and industries. A well-planned and effectively executed Transition process is extremely critical to achieving steady-state operations in a timely and effective manner. HCL understands that in spite of rigorous planning and pre-cautions, any Transition process is susceptible to certain risks, especially owing to the heavy dependence and involvement of external factors and entities viz. incumbent service provider and Risks are anticipated well in advance and clearly spelt out and Effective measures for mitigation are factored into the Transition solution

HCL's risk management process will commence early in the engagement cycle with equal involvement of the Antarctica Bars's management team.

The risks for Transition depend on technology platforms, documentation available, stakeholders and geographies involved, Antarctica Bars's outsourcing experience etc. HCL's experience shows that Transitions will be seamless and with minimum disruptions to Antarctica Bars business if:

S.No	Area	Key Risk	Mitigation

Name of document			Page
Transition Plan			11 (13)
Type of document Service Object Corporate Assist	Security class: Confidential	Issue 1.0	Date 2022-06-30
Issuer Antartica Bar - Consumer & Enterprise Digital		Exhibit 5	



1	Initiation	<input type="checkbox"/> Unavailability of Data / Documentation <input type="checkbox"/> Data inaccuracy Delay in HCL team engagement due to Employee Background Checks and Compliance requirements	<input type="checkbox"/> Use Templates for easy data capture <input type="checkbox"/> Engage with Antarctica Bars SMEs for data validation <input type="checkbox"/> Advance notification by Antarctica Bars to HCL in case of any employee checks and compliance requirements
2	Planning	<input type="checkbox"/> Delay in project due to Antarctica Bars approval process <input type="checkbox"/> Lack of an “Inclusive Governance” structure	<input type="checkbox"/> Clear understanding and alignment with internal approval processes with advance planning and notification to approval authorities <input type="checkbox"/> Identified PMO owner from Antarctica Bars to be included as part of Transition governance
3	Absorption	<input type="checkbox"/> Knowledge transfer bandwidth challenges from SMEs <input type="checkbox"/> Service Disruption of Business-as-usual due to KT obligations	<input type="checkbox"/> Create a SME Engagement Calendar <input type="checkbox"/> Transition Manager to facilitate knowledge transition by engaging key SMEs
4	Replication	<input type="checkbox"/> Delayed provisioning of Privileged Access Ongoing transformation programs can impact transition program timelines	<input type="checkbox"/> Advanced notification to Antarctica Bars for access, Clear prioritization of programs <input type="checkbox"/> Use of governance meetings to arrive at priorities with effective communication
5	Observation/ Hyperbare	<input type="checkbox"/> Lack of engagement from local stakeholders during Parallel Run <input type="checkbox"/> Ticket Backlog <input type="checkbox"/> Managing Quantum and Speed of Change	<input type="checkbox"/> Early engagement with stakeholders prior to Parallel Run <input type="checkbox"/> Close monitoring of incident, service request, build ageing and closure of pending backlogs <input type="checkbox"/> Sponsorship at Senior most level

## 2.7 Transition Governance

HCL believes that well defined and robust Governance can ensure transition success. The objective of Governance is to:

- Manage the overall Transition program by monitoring, controlling, and reporting.
- Agree and Commit on Transition Project Deliverables and ensure compliance.
- Identify, and communicate with, all stakeholders required for the Transition project and ensure clear assignment of project roles and responsibilities
- Act as a clear communication channel for guidance, risk, issue and escalation management

Name of document			Page
Transition Plan			12 (13)
Type of document	Security class:	Issue	Date
Service Object Corporate Assist	Confidential	1.0	2022-06-30
Issuer			Exhibit
Antartica Bar - Consumer & Enterprise Digital			5



- Enable organizational change management with minimal impact on the Transition / BAU operations  Ensure clear and smooth handoffs between HCL and Antarctica Bars at different layers.

In alignment with Antarctica Bars Governance Framework, HCL suggests a three-layered Governance structure to ensure accountability and responsibility at all levels over the course of the phased transition.

## 2.7.1 Governance

A multi-tiered governance structure oversees the entire transition program. This team provides the strategic and tactical oversight to the transition team and reports to the steering committee on the status of the engagement.

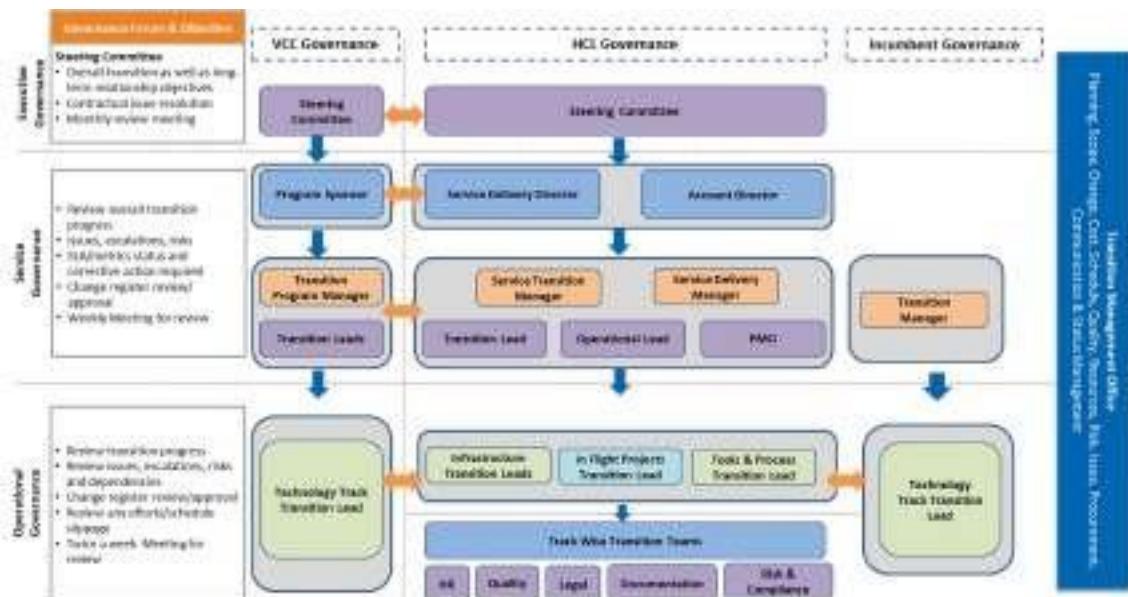
The core tenets of the HCL transition governance include the following:

- Strategic alignment with Antarctica Bars: HCL believes that services transition must focus on ensuring the linkage of Antarctica Bars business users and the HCL Transition plan to ensure minimal business disruption.
- Transparent Performance Measurement: Ensures tracking and monitoring of transition execution, resource usage and transition metrics performance.
- Proactive Risk Management: Monitors transition risks and contractual commitments by using a planned risk mitigation strategy.
- Legal and Contractual Compliance: Ensures legal compliance to industry and country-specific laws and covers for Antarctica Bars risks, if any. This tenet will track and report the contractual commitments that are planned for the engagement.
- Effective Organization Change Management: Ensures that all stakeholders, the employees are aware of objectives, timeframes, deliverables and impact of the organization change program.

HCL Governance structure is hierarchical and is flexible to Antarctica Bars requirements. The Governance framework is designed to ensure minimal structural changes as the project progresses from transition state to steady state operations. The Governance Structure is composed of key layers as discussed below:

**Strategic Layer:** An Executive Steering Committee shall be formed, consisting of both Antarctica Bars and HCL executives, to provide business oversight and ensure that the Service delivery objectives are achieved. The Executive Steering Committee shall also direct the Antarctica Bars / HCL relationship and assist the Antarctica Bars's Program Manager and the HCL Program Manager in decisions that directly affect this Agreement.

Name of document	Page	Service and Transition Management Layer: This layer will comprise of Transition Director,
Transition Plan	13 (13)	
Type of document Service Object Corporate Assist	Security class: Confidential	Issue 1.0
Issuer Antartica Bar - Consumer & Enterprise Digital		Date 2022-06-30 Exhibit 5



Transition Managers, and Service Delivery Manager (SDM) from HCL, as well Transition Program Manager from Antarctica Bars. This layer is accountable for overseeing the KT aspects and Schedule management from Antarctica Bars to HCL transition execution team.

**Transition Execution Layer:** This layer comprises of the actual transition team and leads who are responsible for transition from current teams to HCL. Transition execution layers also has other support groups such as Service Management, Quality Management, Global Risk and Compliance, Legal, Security, Documentation team (for preparing Run Books, SOPs, etc.), who would work with the core track specific Migration activities and deliverables

# Exhibit 1 - Corporate Assist Baseline

Final Audit Report

2022-06-30

Created: 2022-06-30  
By: Lisa Jonsson (LJONSS12@Antarticabars.com)  
Status: Signed  
Transaction ID: CBJCHBCAABAA413c7wjIAethQmnuqTL0PHbbCH82B\_Rx

## "Exhibit 1 - Corporate Assist Baseline" History

-  Document created by Lisa Jonsson (LJONSS12@Antarticabars.com)  
2022-06-30 - 12:02:04 GMT - IP address: 194.218.10.146
-  Document e-signed by Lisa Jonsson (LJONSS12@Antarticabars.com)  
Signature Date: 2022-06-30 - 12:07:37 GMT - Time Source: server- IP address: 194.218.10.146
-  Document emailed to Harshdeep Arora (harshdeep.arora@hcl.com) for signature  
2022-06-30 - 12:07:41 GMT
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2022-06-30 - 12:52:55 GMT - IP address: 104.47.110.62
-  Document e-signed by Harshdeep Arora (harshdeep.arora@hcl.com)  
Signature Date: 2022-06-30 - 12:53:13 GMT - Time Source: server- IP address: 168.149.184.45
-  Document emailed to anna.nyblom@Antarticabars.com for signature  
2022-06-30 - 12:53:16 GMT
-  Email viewed by anna.nyblom@Antarticabars.com  
2022-06-30 - 13:10:44 GMT - IP address: 188.151.34.33
-  Document e-signed by Anna Nyblom (anna.nyblom@Antarticabars.com)  
Signature Date: 2022-06-30 - 13:11:31 GMT - Time Source: server- IP address: 188.151.34.33
-  Agreement completed.  
2022-06-30 - 13:11:31 GMT



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## Exhibit 2 - Pricing

Under the Service specification for *PULS*

Confidential

Name of document			Page
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Type of document Exhibit	Security class: Confidential	Issue 1.0	Date 2022-06-28
Issuer <b>Antartica Bars Corporation</b>		Exhibit 2	



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Issuer <b>Antartica Bars Corporation</b>			Exhibit <b>2</b>



## 1. Introduction

This Exhibit is part of the Master Services Agreement between the Purchaser and the Supplier and stipulates the pricing and any special terms applicable to the Services be performed in accordance to the Service Specification for **PULS**.

## 2. Applicability

This Exhibit 2 applies only to the Service Specification as per the term of services mentioned below.

Service	Commencement Date	Term of Service	End Date of the term
Transition Services as per Exhibit 5 – Transition Plan	N/A	N/A	N/A
Services as per the Service Specification	TBD	TBD	2025-12-31

## 3. Transition Services cost

The agreed costs along with the payment milestones for Transition Services as per Exhibit 5 – Transition Plan are set out in the table below.

Milestone Description	Milestone Invoice Date	Cost (USD)
“Any key milestone”	N/A	N/A
End of Service Transition	N/A	N/A
<b>Total</b>	<b>Total</b>	<b>N/A</b>

Name of document			Page
<b>Exhibit 2 - Pricing</b>			<b>4 (8)</b>
Type of document <b>Exhibit</b>	Security class: <b>Confidential</b>	Issue <b>1.0</b>	Date <b>2022-06-28</b>
Issuer <b>Antartica Bars Corporation</b>			Exhibit <b>2</b>



3.1 The estimated Monthly Costs for the Managed Capacity are set out in the table below. The estimated Monthly Cost are calculated based on the roles and volumes defined in Exhibit 1 (Baseline) to this Service Object and the hourly rates defined in Exhibit A to Appendix L (Rate bard). If any conflict between the table bellow and the Exhibit 1 and the Exhibit A to Appendix L, then the Exhibit 1 and the Exhibit A to Appendix L will prevail.

<b>Month (Actual Commencement date TBD)</b>	<b>Estimated Monthly Cost (USD) for Managed Capacity</b>
September 2022	\$ 24,360.00
October 2022	\$ 24,360.00
November 2022	\$ 24,360.00
December 2022	\$ 24,360.00
<b>Total September 2022 – December 2022</b>	<b>\$ 97,440.00</b>
January 2023	\$ 24,360.00
February 2023	\$ 24,360.00
March 2023	\$ 24,360.00
April 2023	\$ 24,360.00
May 2023	\$ 24,360.00
June 2023	\$ 24,360.00
July 2023	\$ 24,360.00
August 2023	\$ 24,360.00
September 2023	\$ 24,360.00
October 2023	\$ 24,360.00
November 2023	\$ 24,360.00
December 2023	\$ 24,360.00
<b>Total January 2023 – December 2023</b>	<b>\$ 292,320.00</b>
January 2024	\$ 24,360.00
February 2024	\$ 24,360.00
March 2024	\$ 24,360.00
April 2024	\$ 24,360.00
May 2024	\$ 24,360.00

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June 2024	\$ 24,360.00
July 2024	\$ 24,360.00
August 2024	\$ 24,360.00
September 2024	\$ 24,360.00
October 2024	\$ 24,360.00
November 2024	\$ 24,360.00
December 2024	\$ 24,360.00
<b>Total January 2024 – December 2024</b>	<b>\$ 292,320.00</b>
January 2025	\$ 24,360.00
February 2025	\$ 24,360.00
March 2025	\$ 24,360.00
April 2025	\$ 24,360.00
May 2025	\$ 24,360.00
June 2025	\$ 24,360.00
July 2025	\$ 24,360.00
August 2025	\$ 24,360.00
September 2025	\$ 24,360.00
October 2025	\$ 24,360.00
November 2025	\$ 24,360.00
December 2025	\$ 24,360.00
<b>Total January 2025 – December 2025</b>	<b>\$ 292,320.00</b>

## 4. Total Bonus Value

The Service Bonus Model and the calculation of the Bonus Value is defined in Appendix F, Section 5. The Total Bonus Value for this Service is defined as:

- As 4% of the Monthly Cost, defined in Section 4.1 above. (i.e. the Total Bonus Value is the span between 96% – 100% of the Monthly Cost)

## 5. Invoicing Terms

The invoicing and payment terms monthly retroactive, as set out in Appendix L to the Agreement, will apply.

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## 6. Special terms

1. Service Bonus is applicable for fixed spend deliveries
2. Calibration period: Antartica Bars and HCL agree to a 6-month calibration period for arriving at acceptable and target service level for all KPIs including Resources fulfillment & attrition KPIs. These recalibrated levels are to be jointly agreed at the product area level and discussions supported by VE lead & procurement
3. For Attrition KPI measurement it will be only applicable for designated & dedicated resources working for fixed delivery
4. The following roles and rate card have been mapped to the DEV capacity. For each DEV, role the mapping and appropriate rate would be mutually discussed and agreed before onboarding

Role	Competence	Sweden SEK/h	Belgium EUR/h	Charleston USD/h	Shanghai RMB/h	India USD/h
Agile Coach	Competent	1,032.47	NA	NA	NA	36.75
Agile Coach	Proficient	1,203.09	NA	NA	NA	43.94
Agile Coach	Expert	1,801.68	NA	NA	NA	60.02
Application Technology	Novice	683.69	NA	NA	NA	15.54
Application Technology	Advance Beginner	800.00	75.00	90.00	300.00	21.00
Application Technology	Competent	893.17	90.00	100.00	350.00	28.37
Application Technology	Proficient	998.77	102.72	115.50	410.74	36.75
Application Technology	Expert	1,085.14	120.00	144.37	513.42	38.30
Architect, Infrastructure	Competent	803.05	71.93	92.46	425.00	31.14
Architect, Infrastructure	Proficient	1,003.81	89.92	114.42	525.00	38.92
Architect, Infrastructure	Expert	1,355.14	121.00	150.00	750.00	52.54
Architect, Software	Competent	1,030.93	95.00	110.46	395.96	38.00
Architect, Software	Proficient	1,288.66	120.00	130.00	450.00	65.00
Architect, Software	Expert	1,739.69	140.00	189.77	668.18	65.00
Automation Tester	Novice	690.39	NA	NA	NA	20.00
Automation Tester	Advance Beginner	719.98	NA	NA	NA	22.00
Automation Tester	Competent	803.81	85.00	100.00	380.31	27.00
Automation Tester	Proficient	1,004.76	110.00	130.00	460.00	40.08

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Automation Tester	Expert	1,356.43	150.00	180.47	628.50	54.11
Business Analyst	Expert	1,652.28	156.97	210.00	707.81	68.19
Business Analyst (strategy/process oriented)	Expert	1,657.00	157.00	215.00	707.81	68.19
Business Intelligence Engineer	Expert	1,652.28	156.97	215.00	650.00	68.19
CAD/PLM Developer	Novice	719.98	NA	NA	NA	15.20
CAD/PLM Developer	Advance Beginner	803.81	NA	NA	NA	30.57
CAD/PLM Developer	Competent	838.29	90.00	112.46	400.00	36.75
CAD/PLM Developer	Proficient	1,047.86	115.00	140.57	450.00	39.50
CAD/PLM Developer	Expert	1,414.61	150.00	189.00	550.50	62.00
Data Engineer	Expert	2,053.89	200.00	225.00	750.00	62.00

Dev Ops Engineer	Novice	719.98	NA	NA	NA	24.91
Dev Ops Engineer	Advance Beginner	803.81	NA	NA	NA	29.40
Dev Ops Engineer	Competent	838.29	90.00	111.33	410.09	36.96
Dev Ops Engineer	Proficient	1,047.86	115.00	135.00	463.96	57.75
Dev Ops Engineer	Expert	1,414.61	155.00	189.00	626.35	77.96
Digital Architect	Expert	1,652.28	157.00	219.00	662.93	78.04
Engineer - Legacy	Expert	1,280.65	130.00	200.00	690.45	47.84
Engineer - Middleware/Databases	Expert	986.63	87.74	154.50	549.41	43.97
Full Stack Developer .net/java	Novice	803.83	NA	NA	NA	24.91
Full Stack Developer .net/java	Advance Beginner	838.29	NA	NA	NA	30.00
Full Stack Developer .net/java	Competent	892.14	100.00	118.01	401.00	36.75
Full Stack Developer .net/java	Proficient	1,115.17	120.45	149.00	501.83	46.20
Full Stack Developer .net/java	Expert	1,505.48	160.45	201.15	677.48	65.00
iSeries Technical Specialist	Competent	719.69	65.78	78.75	251.74	26.25
iSeries Technical Specialist	Proficient	899.61	82.22	97.45	314.67	32.81
iSeries Technical Specialist	Expert	1,214.47	111.00	132.89	424.81	44.30
PLM Architect	Proficient	992.27	100.00	130.00	475.15	36.75
PLM Architect	Expert	1,339.56	130.00	177.19	609.28	49.61
Product Creation Application Engineering	Competent	838.92	NA	NA	NA	27.30
Product Creation Application Engineering	Proficient	1,048.65	NA	NA	NA	34.13
Product Creation Application Engineering	Expert	1,415.67	NA	NA	NA	46.07
Product Manager	Expert	1,971.65	NA	NA	NA	74.77
Product Owner	Expert	2,205.14	NA	NA	NA	69.97

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Project/Program Manager	Expert	2,200.14	165.55	225.00	850.00	69.97
RTE	Expert	974.23	NA	NA	NA	39.97
Scrum Master	Expert	2,000.00	155.25	225.65	800.98	65.00
Software Engineer	Expert	1,171.39	120.00	142.88	503.67	68.19
Software Engineer - Legacy	Expert	1,215.52	125.63	160.46	606.77	45.00
Testing	Competent	596.69	70.57	79.38	275.00	20.97
Testing	Proficient	745.87	84.00	98.23	353.53	26.21
Testing	Expert	1,006.92	110.00	133.95	477.27	35.00
User Interface/Experience	Competent	1,218.04	145.00	150.00	525.00	32.00
User Interface/Experience	Advanced Beginner	1,143.51	NA	NA	NA	21.02
User Interface/Experience	Proficient	1,522.55	170.00	175.00	625.00	43.96
User Interface/Experience	Expert	2,100.03	225.00	250.00	850.00	62.00
Visual Designer	Competent	1,199.95	NA	NA	NA	36.00
Visual Designer	Proficient	1,500.00	NA	NA	NA	44.96
Visual Designer	Expert	2,100.03	NA	NA	NA	62.00

## 5. Contact persons

Purchaser's key commercial contact for the Service(s) will be:

Lisa Jonsson ([lisa.jonsson@Antarticabars.com](mailto:lisa.jonsson@Antarticabars.com)) - +46 72 88 70607

Supplier's key commercial contact for the Service(s) will be:

Sachidanand Menon ([sachidanand.menon@hcl.com](mailto:sachidanand.menon@hcl.com)) - +46 73 57 40571



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## Exhibit 2 - Pricing

Under the Service specification for Service Object  
*Platform Products- AI & APIM*

Confidential

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Type of document Exhibit	Security class: Confidential	Issue 1.0	Date 2022-06-30
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## 1. Introduction

This Exhibit is part of the Master Services Agreement between the Purchaser and the Supplier and stipulates the pricing and any special terms applicable to the Services be performed in accordance to the Service Specification for Service Object **Platform Products AI & APIM**.

## 2. Applicability

This Exhibit 2 applies only to the Service Specification as per the term of services mentioned below.

Service	Commencement Date	Term of Service	End Date of the term
Transition Services as per Exhibit 5 – Transition Plan	N/A	N/A	N/A
Services as per the Service Specification	TBD	TBD	2025-12-31

## 3. Transition Services cost

The agreed costs along with the payment milestones for Transition Services as per Exhibit 5 – Transition Plan are set out in the table below.

Milestone Description	Milestone Invoice Date	Cost (USD)
“Any key milestone”	N/A	N/A
End of Service Transition	N/A	N/A
<b>Total</b>	<b>Total</b>	<b>N/A</b>

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Issuer <b>Antartica Bars Corporation</b>			Exhibit <b>2</b>



## 4. Operations cost

4.1 The agreed monthly costs for the Services are set out in the table below. All costs are in USD.

Not Applicable

4.2 The estimated Monthly Costs for the Managed Capacity are set out in the table below. The estimated Monthly Cost are calculated based on the roles and volumes defined in Exhibit 1 (Baseline) to this Service Object and the hourly rates defined in Exhibit A to Appendix L (Rate card). If any conflict between the table below and the Exhibit 1 and the Exhibit A to Appendix L, then the Exhibit 1 and the Exhibit A to Appendix L will prevail.

<b>Month (Actual Commencement date TBD)</b>	<b>Estimated Monthly Cost (USD) for Managed Capacity</b>
September 2022	\$390,719.54
October 2022	\$390,719.54
November 2022	\$390,719.54
December 2022	\$390,719.54
<b>Total September 2022 – December 2022</b>	<b>\$1,562,878.16</b>
January 2023	\$390,719.54
February 2023	\$390,719.54
March 2023	\$390,719.54
April 2023	\$390,719.54
May 2023	\$390,719.54
June 2023	\$390,719.54
July 2023	\$390,719.54
August 2023	\$390,719.54
September 2023	\$390,719.54
October 2023	\$390,719.54
November 2023	\$390,719.54
December 2023	\$390,719.54
<b>Total Januray 2023 – December 2023</b>	<b>\$4,688,634.47</b>
January 2024	\$390,719.54
February2024	\$390,719.54

Name of document			Page
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Issuer <b>Antartica Bars Corporation</b>		Exhibit <b>2</b>	



March 2024	\$390,719.54
April 2024	\$390,719.54
May 2024	\$390,719.54
June 2024	\$390,719.54
July 2024	\$390,719.54
August 2024	\$390,719.54
September 2024	\$390,719.54
October 2024	\$390,719.54
November 2024	\$390,719.54
December 2024	\$390,719.54
<b>Total January 2024 – December 2024</b>	<b>\$4,688,634.47</b>
January 2025	\$390,719.54
February 2025	\$390,719.54
March 2025	\$390,719.54
April 2025	\$390,719.54
May 2025	\$390,719.54
June 2025	\$390,719.54
July 2025	\$390,719.54
August 2025	\$390,719.54
September 2025	\$390,719.54
October 2025	\$390,719.54
November 2025	\$390,719.54
December 2025	\$390,719.54
<b>Total January 2025 – December 2025</b>	<b>\$4,688,634.47</b>

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## 5. Total Bonus Value

The Service Bonus Model and the calculation of the Bonus Value is defined in Appendix F, Section 5. The Total Bonus Value for this Service is defined as:

- As 4% of the Monthly Cost, defined in Section 4.1 above. (i.e. the Total Bonus Value is the span between 96% – 100% of the Monthly Cost)

## 6. Invoicing Terms

The invoicing and payment terms monthly retroactive, as set out in Appendix L to the Agreement, will apply.

## 7. Special terms

1. The following roles and rate card have been mapped to the DEV capacity. For each DEV, role the mapping and appropriate rate would be mutually discussed and agreed before onboarding
2. Service Bonus is applicable for fixed spend deliveries
3. Calibration period: Antarctica Bars and HCL agree to a 6-month calibration period for arriving at acceptable and target service level for all KPIs including Resources fulfillment & attrition KPIs. These recalibrated levels are to be jointly agreed at the product area level and discussions supported by VE lead & procurement
4. For Attrition KPI measurement it will be only applicable for designated & dedicated resources working for fixed delivery

Role	Competence	Sweden SEK/h	Belgium EUR/h	Charleston USD/h	Shanghai RMB/h	India USD/h
Agile Coach	Competent	1,032.47	NA	NA	NA	36.75
Agile Coach	Proficient	1,203.09	NA	NA	NA	43.94
Agile Coach	Expert	1,801.68	NA	NA	NA	60.02
Application Technology	Novice	683.69	NA	NA	NA	15.54
Application Technology	Advance Beginner	800.00	75.00	90.00	300.00	21.00
Application Technology	Competent	893.17	90.00	100.00	350.00	28.37
Application Technology	Proficient	998.77	102.72	115.50	410.74	36.75
Application Technology	Expert	1,085.14	120.00	144.37	513.42	38.30
Architect, Infrastructure	Competent	803.05	71.93	92.46	425.00	31.14

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Architect, Infrastructure	Proficient	1,003.81	89.92	114.42	525.00	38.92
Architect, Infrastructure	Expert	1,355.14	121.00	150.00	750.00	52.54
Architect, Software	Competent	1,030.93	95.00	110.46	395.96	38.00
Architect, Software	Proficient	1,288.66	120.00	130.00	450.00	65.00
Architect, Software	Expert	1,739.69	140.00	189.77	668.18	65.00
Automation Tester	Novice	690.39	NA	NA	NA	20.00
Automation Tester	Advance Beginner	719.98	NA	NA	NA	22.00
Automation Tester	Competent	803.81	85.00	100.00	380.31	27.00
Automation Tester	Proficient	1,004.76	110.00	130.00	460.00	40.08
Automation Tester	Expert	1,356.43	150.00	180.47	628.50	54.11
Business Analyst	Expert	1,652.28	156.97	210.00	707.81	68.19
Business Analyst (strategy/process oriented)	Expert	1,657.00	157.00	215.00	707.81	68.19
Business Intelligence Engineer	Expert	1,652.28	156.97	215.00	650.00	68.19
CAD/PLM Developer	Novice	719.98	NA	NA	NA	15.20
CAD/PLM Developer	Advance Beginner	803.81	NA	NA	NA	30.57

CAD/PLM Developer	Competent	838.29	90.00	112.46	400.00	36.75
CAD/PLM Developer	Proficient	1,047.86	115.00	140.57	450.00	39.50
CAD/PLM Developer	Expert	1,414.61	150.00	189.00	550.50	62.00
Data Engineer	Expert	2,053.89	200.00	225.00	750.00	62.00
Dev Ops Engineer	Novice	719.98	NA	NA	NA	24.91
Dev Ops Engineer	Advance Beginner	803.81	NA	NA	NA	29.40
Dev Ops Engineer	Competent	838.29	90.00	111.33	410.09	36.96
Dev Ops Engineer	Proficient	1,047.86	115.00	135.00	463.96	57.75
Dev Ops Engineer	Expert	1,414.61	155.00	189.00	626.35	77.96
Digital Architect	Expert	1,652.28	157.00	219.00	662.93	78.04

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Engineer - Legacy	Expert	1,280.65	130.00	200.00	690.45	47.84	
Engineer - Middleware/Databas	Expert	986.63	87.74	154.50	549.41	43.97	
Full Stack Developer .net/java	Novice	803.83	NA	NA	NA	24.91	
Full Stack Developer .net/java	Advance Beginner	838.29	NA	NA	NA	30.00	
Full Stack Developer .net/java	Competent	892.14	100.00	118.01	401.00	36.75	
Full Stack Developer .net/java	Proficient	1,115.17	120.45	149.00	501.83	46.20	
Full Stack Developer .net/java	Expert	1,505.48	160.45	201.15	677.48	65.00	
iSeries Technical Specialist	Competent	719.69	65.78	78.75	251.74	26.25	
iSeries Technical Specialist	Proficient	899.61	82.22	97.45	314.67	32.81	
iSeries Technical Specialist	Expert	1,214.47	111.00	132.89	424.81	44.30	
PLM Architect	Proficient	992.27	100.00	130.00	475.15	36.75	
PLM Architect	Expert	1,339.56	130.00	177.19	609.28	49.61	
Product Creation Application Engineering	Competent	838.92	NA	NA	NA	27.30	
Product Creation Application Engineering	Proficient	1,048.65	NA	NA	NA	34.13	
Product Creation Application Engineering	Expert	1,415.67	NA	NA	NA	46.07	
Product Manager	Expert	1,971.65	NA	NA	NA	74.77	
Product Owner	Expert	2,205.14	NA	NA	NA	69.97	
Project/Program Manager	Expert	2,200.14	165.55	225.00	850.00	69.97	
RTE	Expert	974.23	NA	NA	NA	39.97	
Scrum Master	Expert	2,000.00	155.25	225.65	800.98	65.00	
Software Engineer	Expert	1,171.39	120.00	142.88	503.67	68.19	
Software Engineer - Legacy	Expert	1,215.52	125.63	160.46	606.77	45.00	
Testing	Competent	596.69	70.57	79.38	275.00	20.97	
Testing	Proficient	745.87	84.00	98.23	353.53	26.21	
Testing	Expert	1,006.92	110.00	133.95	477.27	35.00	
User Interface/Experience	Competent	1,218.04	145.00	150.00	525.00	32.00	
User Interface/Experience	Advanced Beginner	1,143.51	NA	NA	NA	21.02	

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User Interface/Experience	Proficient	1,522.55	170.00	175.00	625.00	43.96
User Interface/Experience	Expert	2,100.03	225.00	250.00	850.00	62.00
Visual Designer	Competent	1,199.95	NA	NA	NA	36.00
Visual Designer	Proficient	1,500.00	NA	NA	NA	44.96
Visual Designer	Expert	2,100.03	NA	NA	NA	62.0

## 8. Contact persons

Purchaser's key commercial contact for the Service(s) will be:

Lisa Jonsson ([lisa.jonsson@Antarticabars.com](mailto:lisa.jonsson@Antarticabars.com)) - +46 72 88 70607

Supplier's key commercial contact for the Service(s)will be:

Subin Matthew Tomas ([subinmathew.thomas@hcl.com](mailto:subinmathew.thomas@hcl.com))- +46 730538860

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## **Service Object Specification – Platforms – Digital Portfolio**

2022-06-14

Confidential



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Organization Antartica Bar - CED	Type of document Service object Service specification	
Name of document <b>Service Object Specification Platforms Digital Portfolio</b>	Issue 1.0	Issue date 2021-02-07

<b>Document revision history</b>			
<b>Date</b>	<b>Version</b>	<b>Major/minor change</b>	<b>Comment</b>
2021-12-02	0.1	Initial	Structure and initial SO Specification text.
2022-01-26	0.2	Updated	Added List of additions, KPIs and Bonus model suggestions and Staffing details into the document.
2022-02-07	1.0	First Baseline	Cleaned up the comments and highlights in the document. Updates for the first baseline of the SO document
2022-06-14	2.0	Second Baseline	Updates outcomes from the Co-Design Discussions and the CoDesign Redesign changes as discussed with the PO and the PM for the service.

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## 1. Introduction

This Service Specification is an extension to the Service Object Specification for the Platforms Product Area and stipulates the specific requirements for the Digital Portfolio product.

### 1.1. Contact persons

Supplier has appointed the following roles as contact persons

Supplier technical contact role (At the Commencement of the agreement this role will be held by: Person name: Bhaskar Uppala, e-mail: Bhasker.U@hcl.com, telephone no.: +46 76 454 3822

Supplier commercial contact role (At the Commencement of the agreement this role will be held by: Person name: Subin Mathew Thomas, e-mail: subinmathew.thomas@hcl.com, telephone no.: + 46 73 053 8860).

The Purchaser has appointed the following roles as contact persons

Product Area Lead (At the Commencement of the agreement) this role will be held by: Jakob Arvidsson, Jakob.arvidsson@Antarticabars.com, +46723915192.

Purchaser commercial contact role (At the Commencement of the agreement this role will be held by: John Larsson, john.larsson@Antarticabars.com, +46728870448.

## 2. Digital Portfolio

The Digital Portfolio Product caters to three areas of delivery. The EA Support portfolio that comes with a set of tools and platforms that help Process consultants, Process owners and EAs document and baseline their processes across their teams. The Asset Management tools help ANTARTICA manage various physical and virtual IT assets to help track and manage the utilization, licensing, and value delivered from the same across the organization. The BPM Platform helps digitize process flows and deliver digitization across the organization for various processes with seamless integrations and line of sight visibility for tasks.

This Product includes these three areas of impact and the value delivered in the product would include working with, configuring, maintaining, evangelizing, and guiding



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the usage of all these tools in the most effective way to deliver best value to ANTARTICA.

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The Provider expects the supplier to help with the following key activities to support the delivery of value from the portfolio:

- Platform Maintenance and upkeep of the platforms
- Coordination and interaction with the Tool Providers to help ensure availability and stability of the tools for all the users
- Guide, govern and hand hold users of the tools to best utilize the same for their needs
- Track and manage available licenses for specific tools and keep tabs on availability and demand against the said tool licenses

This will require delivery of high-quality services with sufficient capacity, correct timing, and SLA fulfilment. It will also require proactive service improvements to deliver state of the art technology. The Supplier shall manage the services according to industry best practices.

## 2.1. Business Process Management

BPM is a discipline that combines knowledge from information technology and management sciences and concentrates on business processes. It is used to represent workflows for analysis and improvement purposes. The main goals of BPM are to align the organization's workflow processes to the organization's mission, goals and objectives and improvements.

1. On a strategic level, the Supplier shall establish BPM methods that enable the Purchaser to reach our business goals through best practices, guidelines, support and tool administration. Key topics are the design of a BPM strategy, definition of a workflow model, alignment with the Purchaser Standard Process Framework and the establishment of a BPM community (incl. process and tools governance).
2. On an operational level, the Supplier shall support the business with knowledge (BPMN and tools education, the Purchaser Process Framework and tools i.e. Blueworks Live), support identifying high priority process optimization areas, developing related business cases and executing operational process optimization initiatives. Facilitate the communication between business and IT, streamlining workflows and the underlying IT applications in alignment with our business strategy.
3. On a technical/methods level, the Supplier shall administer the chosen tool Blueworks Live i.e. Users, Spaces, access, licenses, and introduction of new modelling techniques to increase overall process transparency, and with the identification of cost cutting measures by reducing



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expenses and improving profitability, without reducing productivity. Supplier methods shall focus on using BPM to improve agility, effectiveness, and efficiency of workflows in a sustainable and measurable way.

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## 2.2. Digital Process Automation

Update to this scope item: The BPM Platform would be put in cold storage to cater to the lack of active users and applications that would use this platform in the ecosystem.

The Supplier team would need to manage the wrap-up of the DPA platform (The IBM BPM Platform) to help the Purchaser re-initiate the platform within a reasonable timeframe when there is a demand for this capability from any team in CED.

The historical data in this platform needs to be preserved for any audit needs – but can be moved to low cost / long term storage area with the possibility to be retrieved when requested.

DPA allows organizations to become customer obsessed, responsive and more able to take risks in product innovations as their operating model can now be both easily digitized and intelligent. In the age of the digital customer and in the context of an ever more competitive, 24-hour global economy, this is the key to surviving and thriving.

The DPA service contains one system, Business Process Management System/Suite (BPMS) that can help managers provide continuous improvement for business processes by providing process discovery and modelling tools, business rules engines, workflow engines, simulation and testing tools. Business process professionals, business analysts, developers and IT workers can all utilize a BPMS to effectively improve organizational productivity, efficiency, effectiveness and hopefully, profitability. It also uses workflow and collaboration to provide meaningful metrics to business leaders.

The purpose of DPA is the technology-enabled automation of complex workflows. Automated processes are managed collectively to improve an organization's overall workflow in terms of achieving greater efficiency, adapting to changing business needs, reducing human error and clarifying job roles and responsibilities.

## 2.3. Strategy and Vision

A BPMS Centre of Excellence (CoE) needs to be established to allow the Purchaser to realize a range of benefits through the establishment of best practices, guidelines, shared knowledge,



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implementation of consistent standards, optimization of resources, and managed central services. A BPMS CoE can play a key role in order to establish a long-term vision, methodical way for approaching process automation initiatives, and achieving BPMS maturity.

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A well-constructed and executed strategy is the key for cost-effectiveness:

- A well-defined strategy is needed to ensure it is consistently understood across the Purchaser's organization
- The costs must be aligned to the strategy
- By aiming high, the Supplier need to use technology, innovation and new ways of working to radically optimize the cost base and the deliveries
- Set direction and show leadership
- Embed a culture of ownership and encourage continuous improvement

## 2.4. Alfabet and S/W Portfolio Management Tooling:

The Product also includes managing & upgrading the current instance of the Software AG provided Alfabet tool platform in the ANTARTICA ecosystem.

Alfabet is the enterprise portfolio management tool of choice across ANTARTICA and provides the upto-date details on the applications and platforms in the ecosystem. All applications are expected to update Alfabet to provide details on their contact points, business needs, infrastructure, versions, product roadmap and other details in this application.

The Digital portfolio team ensures that the tool is up, functional, and effective for all the users in ANTARTICA.

**Vision:** The Vision for the product is to ensure that Alfabet is the central repository for portfolio information across the landscape with relevant and up to date information about the applications and platforms in the landscape. The Product aims to have a dependable, easy to use and user-friendly application that various users can utilize for their application data needs.

## 2.5. Asset Management Tools and Platforms:

The Digital Portfolio Product also manages and provides to the organization the following Asset Management Tools that are used in the ecosystem to help manage, Track, administer and provide services across the Asset Management value chain.

The Asset Management Portfolio includes the following applications that are used to keep track of the asset landscape at ANTARTICA:



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- iLMT (Including the BIG FIX Agent)

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- iQ SONAR (on Prem Instances)
- iQ CLOUD / CLOUDSPHERE (SAAS Instance)
- Open IT (Hosted on the Cloud)
- Smart Track (SAAS Solution)
- SAP License Control & SFDC License Control → Currently in PoC Stage (SAAS Solutions)

Vision: The Vision for the Asset Management portfolio of tools is to provide accurate, UpToDate information on the Antarctica Bars Software Assets that are tracked as part of this teams working. The aim is to ensure compliance with the licensing principles, and to ensure optimal utilization of the available licenses for the requirements in the company.

Initial goal of this team is to ensure accurate data, and to ensure that the reporting of the license usage and the availability of licenses is reliable, and inline with the principles laid out in ANTARTICA for the same.

In the longer term, the product would like to ensure data accuracy into the tools, enhanced intelligence reports to the decision makers on how to effectively utilize and plan license usage and to prevent and plug wastage of licenses that are paid for by ANTARTICA.

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## 2.6. Power BI Analytics – Development and Administration:

Power BI, the business analytics service unifies the data from multiple sources to create interactive visualizations and business intelligence capabilities with an interface simple enough for creating own reports and dashboards.

- On strategic level, the supplier shall understand and focus on converting business/stakeholders reporting requirements into user friendly dashboards, maintaining the data models & workspaces administration.



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- On technical level, the supplier shall create/develop insightful and aesthetic dashboards using Power BI, connecting the data sources or importing the data from BlueworksLive, Alfabet, software asset management tools and transforming the data for Business Intelligence. Supplier shall develop/build the analysis Services reporting models, visual reports, dashboards and KPI scoreboards using Power BI desktop.
- On an operational level, Supplier shall administer the Power BI visualizations created, create and publish workspaces, create and manage datasets & manage user access. Supplier shall bring the efficiency and enhance productivity by introducing Automation in Power BI tasks such as data integration, data refreshing, scheduling, and generating reports, and distributing them over emails at the desired interval.

### 3. Service requirements

#### 3.1. Business Process Management

ID	Requirement category	Requirement description
BPM1	Application Support	The Supplier shall support the business with knowledge (BPMN 2.0 and future versions, the Purchaser Standard Process Framework and tools i.e. Blueworks Live)
BPM2	Application Support	The Supplier shall assist the business with introduction training sessions based on BPMN, process modelling tools i.e. IBM's Blueworks Live, best practices and guidelines

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BPM3	Application Support	The Supplier shall support the business identifying high priority process optimization areas, developing related business cases and executing operational process optimization initiatives
BPM4	Application Support	The Supplier shall support with introduction of new modelling techniques to increase overall process transparency, and with the identification of cost-cutting measures by reducing costs, not productivity



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BPM5	Application Support	The Supplier shall answer any questions relevant to, <ul style="list-style-type: none"> <li>• BPM tools i.e. IBM's Blueworks Live</li> <li>• The standard notation BPMN 2.0 and future versions</li> <li>• The Purchaser's Standard Process Framework</li> <li>• Governance / Structure / Way of Working / Best Practices</li> <li>• And other BPM related areas</li> </ul>
BPM6	Application Support	The Supplier shall deliver platform support through interaction with product vendor (vendor Support)
BPM7	Application Administration	The Supplier shall take the responsibility of the administration of the chosen tool IBM's Blueworks Live, including but not limited to: <ul style="list-style-type: none"> <li>• User administration</li> <li>• Space administration</li> <li>• Access requests i.e. licenses and spaces</li> <li>• License administration</li> <li>• Documentation</li> <li>• Guidelines</li> </ul>
BPM8	Application Administration	The Supplier shall provide and manage scripts, tools and documentations owned and published by the Purchaser

### 3.2. Digital Process Automation

ID	Requirement category	Requirement description
DPA1	Platform Maintenance	The Supplier shall deliver platform support through interaction with product vendors (Third party Support)
DPA2	Platform Maintenance	The Supplier shall collaborate with all Service Objects (independent if it's Purchaser or Supplier) to ensure that

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		incidents raised on the application are effectively resolved within, not below the minimum agreed SLA
DPA3	Platform Maintenance	The Supplier shall ensure platform stability and availability by working on any issues on the platform (Product bugs, patch releases, etc.)



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DPA4	Platform Maintenance	The Supplier shall provide and manage scripts, tools and documentations owned and published by the Purchaser
DPA5	Environment Maintenance	<p>The Supplier shall be responsible and assist with admin support for the environments, according to Purchasers standards,</p> <p>Configuration Management:</p> <ul style="list-style-type: none"> <li>• Managing user access for processes and instances</li> <li>• Managing the application configurations for web services, database connectivity, document management, mail, notifications, etc.</li> </ul> <p>Excluding OS and S/W Stack related issues.</p>
DPA6	Environment Maintenance	<p>The Supplier shall assist with admin support for the environments, (Automated) Archival related actions</p> <ul style="list-style-type: none"> <li>• Periodic process archival</li> <li>• Data Archival</li> </ul> <p>Excluding DB and Infrastructure archival</p>
DPA7	Application Maintenance	As part of the application maintenance and support work, the Supplier shall provide details to Purchaser teams and Supplier teams on availability and primary responsibilities for both L1 and L2 support
DPA8	Application Maintenance	<p>The Supplier shall be working with the Service Objects to ensure that incidents raised on the application are effectively resolved</p> <p><input type="checkbox"/> Include but is not restricted to:</p> <ul style="list-style-type: none"> <li>o Report incidents</li> <li>o Manage and drive vendors/teams to deliver solutions for the incident</li> <li>o Implement related solutions delivered by vendor/team</li> <li>o Manage the incident toward the Purchaser Enterprise Digital processes and tools</li> </ul>
DPA9	Application Maintenance	<p>As part of the Application maintenance and Support work, the Supplier shall support with minor enhancements and fixes that the support team works on, the support team would be managing the post change data related issues – including but not limited to:</p> <p><input type="checkbox"/> Migrating inflight process instances to the new environment</p>

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		<input type="checkbox"/> Ensuring – within reasonable limits – that there is no loss of transactions and data
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DPA10	DevOps	The Supplier shall improve quality and stability by implementing separation of duties – the developer of a change cannot be the same person deploying the change into the controlled environment
DPA11	DevOps	The Supplier shall implement enhancements and changes
DPA12	DevOps	The Supplier shall be working with the development team to sign off on some of the critical gates before a change can be brought over to the higher environments (as part of the Gate review teams)
DPA13	DevOps	The Supplier shall have a very good BPM knowledge, including but not limited to: <ul style="list-style-type: none"> <li>• Understanding and formalizing business/workflow processes</li> <li>• Understanding the value chain and its process components</li> </ul>
DPA14	DevOps	The Supplier shall manage process tasks and activities and monitoring them in real time
DPA15	DevOps	The Supplier shall work on reducing repetitive tasks of IT Operations, which can result in errors and mistakes, through automations for increased stability and quality
DPA16	Centre of Excellence	<p>The Supplier shall take part of a BPMS Centre of Excellence with industries best governance and maturity model, where the Purchaser is leading the strategy, roadmap and facilitating the communication between business and IT.</p> <p>A Supplier Senior CoE Architect Lead shall execute based on the strategy and roadmap set by the Purchaser Service Owner.</p> <p>The Senior CoE Architect Lead shall,</p> <ul style="list-style-type: none"> <li>• Be involved in BPM project evaluation and part of BPM steering committee</li> <li>• Mentoring the teams (Support and Project teams) to adhere to the guidelines and architecture methodologies identified</li> <li>• Streamlining workflows and the underlying IT applications in alignment with our business strategy</li> </ul>
DPA17	Centre of Excellence	The Supplier shall assist with the following but not limited to, <ul style="list-style-type: none"> <li>• Architecture and design reviews</li> <li>• Maintenance of development standards and practices guidelines</li> </ul>

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		<ul style="list-style-type: none"> <li>• Development of framework and architecture design patterns</li> <li>• Concepts and initiatives</li> <li>• Platform security and strategy</li> <li>• Platform setup and policies</li> <li>• Globalization strategy</li> </ul>
DPA18	Centre of Excellence	The Supplier shall be able to resolve project issues on demand basis
DPA19	Centre of Excellence	The Supplier shall actively work with the Purchaser to ensure the end business' needs are being met by the team's work
DPA20	Centre of Excellence	The Supplier shall anticipate and adapt to the markets new technological changes to help the service stay relevant and successful.
DPA21	Centre of Excellence	The Supplier shall quickly be providing new services and products to customers
DPA22	Centre of Excellence	<p>The Supplier shall introduce efficiency through reusability. The COE Lead should maintain a list of all IT-components being developed along with common IT-components to be used (audit, error logging, mail, notifications, etc.).</p> <p>The CoE Lead shall provide visibility into the IT-components that exist by maintaining a list, owned by the Purchaser, of these and publishing them to all stakeholders within the Purchaser.</p> <p>This way when a new process is undertaken, a lot of these IT-components can be reused without needing to redevelop them.</p>
DPA23	Centre of Excellence	The Supplier shall be able to quickly reduce costs and time in adopting new technology without disrupting the Purchaser's users
DPA24	Centre of Excellence	The Supplier shall have available bandwidth for estimating new projects / changes and high-level assessments
DPA25	Centre of Excellence	<p>The Supplier shall improve marketing, sales and support by implementing a portal dashboard with the following, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Service offering information</li> <li>• Help information</li> <li>• Guidelines and documentation</li> <li>• Automations of specific service requests etc.</li> </ul>

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DPA26	Centre of Excellence	<p>The BPMS CoE shall play a key role in managing the status of various process automation initiatives underway.</p> <p>In addition, BPMS CoE plays a critical role in working with development teams and vendors to ensure everyone is meeting their deadlines leading to success.</p> <p>Some of the initiatives might be going on simultaneously and to ensure that they all meet critical timelines and milestones is important.</p> <p>Making sure that the initiatives are completed on time will help maintain momentum, deliver success on time.</p>
DPA27	Centre of Excellence	<p>The Supplier shall continuously monitor the value delivered through BPMS initiatives by calculating and publishing ROI for each process automation implemented.</p> <p>Simply automating and implementing processes is good but being able to calculate the ROI is critical for business to understand the benefits.</p> <p>This will show the impact of process initiatives on the business in real tangible manner. Only when the value is demonstrated to the business will the business continue to invest into the technology and understand the true impact.</p>

### **3.3. Alphabet, Asset Management Tools and Portfolio Management Tools:**

The Digital Portfolio Product support team would need to work on the following aspects of the platforms:

#### **Section 1: Platform Support**

- 3.3.1.** Installation and setup of the platform: Work on ensuring that the setup of the platform can be replicated and repeated when needed, ensuring that the platform is up and running and is accessible to all expected users of the system.
- 3.3.2.** Maintenance and upkeep: Ensuring that the platform is up to date (either the latest major version or the N-1 stable major version to be always maintained) and is functional. Ensuring that the configuration / setup of the platform is in compliance to the suggested configurations (as defined by the product supplier based on the expected usage in ANTARTICA) and

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working on ensuring that all the required maintenance tasks are carried out on the platform as per the expected timelines.

- 3.3.3.** Incident, Change and issue management and fixes: The supplier would be expected to work on fixing issues with the platform / tools, create the required workarounds for immediate restoration, follow up with the product vendors (by creating tickets and updating the relevant information and following up with the product teams) and ensuring that the platform serves the relevant user needs within ANTARTICA.

In relation to the Incident SLAs and Change / Request SLAs, please refer to the common Appendix in the MSA around the expected adherence levels for the platform.

- 3.3.4.** Platform Administration related tasks: The Provider's team is expected to play the System Admin / Platform Admin roles in the set of tools and platforms. This includes the capability of promoting versions to production, managing user accesses and ensuring that unauthorized accesses are prevented as per the recommendations of the product vendors.

Other Support and Maintenance tasks – as defined in the Appendix in the MSA are also applicable (Backup activities, capacity planning, administration, audit and compliance etc.)

### **Section 2: Software Provider interactions**

A section of the Software tools and Platforms are provided by the product vendors as SaaS products with hosting also on the cloud. There are also multiple tools and products in the portfolio of scope that need to just be hosted and maintained, while the actual product would be fixed, updated and upgraded by the product vendor as part of the license setup with ANTARTICA.

The Provider's team would play the liaison role with the product vendors for all matters concerning technical delivery, installation, availability and upkeep of the tools and platforms.

Licenses and the license management interactions with the product vendor would not be part of the scope of work for the supplier. ANTARTICA would own those actions.

### **,Section 3: Development or Configuration activities:**

The Team is intended to function in a DevOps model. This essentially envisages a fungibility of capacity between Development / Configuration tasks and the Operational Tasks in the team.

Working in a SAFe construct with alignment to the RTE on Sprint, PI and delivery cadence, the team would be expected to deliver work in the same construct.

The Capacity planning actions – as part of the Sprint / PI Planning activities would allocate a certain capacity to manage Support / Incident based actions from the team members. The additional capacity that the team has would be used to consume Prioritized user stories and tasks from the backlog based on what the Product Owner prioritizes.



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**3.4. Team Size, Structure and Working:**



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As part of delivering to these requirements, the Purchaser requires the following Roles to be staffed for, from the supplier at the said locations.

SI No:	Role:	Location:	Count:	Primary Focus:
1	Platforms Support Lead	Gothenburg	1	Overall Ownership of the Support and delivery from the team
2	Process Architect	Gothenburg	2	Hand holding and support to Business Teams to help document their processes and utilize the tools in the product
3	Support Engineer	Gothenburg	1	Work on supporting the Support Lead, while also working on the Power BI Dashboards for the business teams
4	Support Lead	India	1	Leading the Team at offshore to help ensure support for the applications in scope and to work on the assigned development tasks through the offshore team
5	Sr. Support Engineer	India	2	Work on the Dev and Ops tasks assigned in the team based on the priorities set in the scrum
6	Support Engineer	India	3	Work on the Dev and Ops tasks assigned in the team based on the priorities set in the scrum

**Please note: These are the current baselined staffing details and numbers. Changes in the scope (Addition of other applications into the teams' scope or potential increase in expected development capacity) could lead to additions to the team as required. All changes to be discussed and a mutually agreed between the purchaser and the supplier.**

### 3.4.1. Modifications to the Staffing and impacts thereof:

During the delivery of services, due to various changes in the scope of work the team could be increased or decreased based on mutual agreement between the purchaser and supplier.

#### 3.4.1.1. Process for change of Team headcount / locations:

The current team is baselined as per the staffing matrix provided above in this section. When the scope of work is flagged to change, there would be some discussions between the Purchaser and the supplier, and the supplier would use the exploration phase of any new work to analyze the size of effort that could be the starting point for the new scope / changed scope of delivery.

After mutually agreeing if there is an addition or reduction that could happen, the supplier would have 6 weeks to effect the change in the team structure. Except in the following circumstances:



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- Change in location for specific named team members – since it could take more than 6 weeks to get the travel paperwork done for them.

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- Relocation / closing the onshore tenure of team members – since the employee might need time to close out their home and setup before heading out of Gothenburg.
- Bringing in new Skills into the team – since the skills might need to be hired from the market and the dynamics in the market vis-à-vis the supply, could determine how fast the supplier could add a specific niche skill into the team.

Reductions and Additions would also be an outcome from the backlog and capacity analysis in the team. Based on the amount of work that might be pending after prioritization, there could be discussions to add additional team members to help increase or decrease the delivery capacity in the team.

All team additions, reductions and location changes come with corresponding impacts on the costing for the service. We would need to cover the financial cost analysis as part of a Change Note to this document to help ensure that the documentation is in line with the reality being requested for.

## 4. KPI – PI – Reports

### 4.1. KPIs and Bonus Calculation:

This scope of delivery would work according to the below listed Bonus model calculation.

The Purchaser and supplier could mutually agree for any changes to this model during the contract duration by way of a change note / addendum to this document.

Area of Focus	Parameter to Measure	Weightage	Acceptable Level	Target Level	Measurement Methodology
Platform Support KPIs	Platform / Application Availability	40%	98%	100%	Average of all application / platform availability (Excluding planned down time) in each month. (Prod Instances only)



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Development KPIs	Committed vs. Achieved Velocity	30%	90%	110%	Tracked as Delivered User stories as a % of committed User story capacity in the month (Excluding any variance due to Ops related spike in capacity)
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Improvements & Automations	Number of Proactive Suggestions	30%	2	4	Number of individual Automations / Proactive suggestions from the team brought up in a Quarter - that add value to ANTARTICA.
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For all KPI/PI/Reports all historical data and trends shall be available.

#### **4.2. PIs and Metrics to be measured for the delivery:**

The Delivery health of the team would be monitored using the following PIs that would also be measured, tracked and reported in the monthly Operational governance forums from this team.

PI – Area	Parameter to Measure	Measurement Methodology
Security incident resolution	Time taken by the team for reacting to any Security Incidents	Number of minutes taken by the team, from the time of the first intimation, to close out the suggested action on the platform, to ensure corresponding vulnerability is closed.
Platform Upgrades	Instances out of N, N-1 versions	Number of instances of the platform on versions beyond N, N-1 of the Software

All PIs listed need to be reported as part of the monthly Operational forum reporting on the platform health. The reporting should present a trend for the same parameter.

#### **4.3. Additional scope of work for support team – to provide off hour support on platform and application upgrades.**

**The Service would be delivered in a standard 8x5 support setup covering the working hours in CET Time zone. Any additional support for either incidents or**



**planned actions would need prior approval and would be billable as per the prevalent T&M Rate card in the MSA.**

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#### **4.4. Working in a DevOps team and the ways of working for the team in the Product:**

The Team in the product would be working in a DevOps setup. This would essentially mean the following aspects are expected in the teams working:

- 4.4.1. Capacity Planning:** There would be a clear understanding and tracking of the teams capacity. The team would pick tasks in the ADO and deliver against the same. All working of the team would be in alignment to tasks assigned / picked up by the team members from ADO.

The Scrum Master in the Product would have a clear understanding of the availability and capacity of the team.

Support Tasks as well as Development / Configuration Tasks and the tasks taken up as part of the enablement actions would also be created, tracked and reported on in the ADO dashboard and the Sprint dashboards for the team.

#### **4.4.2. Development capacity and Operational tasks:**

Work on development tasks would be based on the prioritization from the Product Owner and the team would work on the priority tasks in line with the capacity that the team has for the PI / Sprint.

Operations tasks related to incident handling and outage handling for any of the applications or platforms take precedence over development and configuration tasks.

The daily standup and the sprint ceremonies would be the forum for the team to report out on their capacity availability and changes thereof. The Scrum Master would work on



re-prioritizing or managing the changes in a committed sprint feature / User Story due to capacity being consumed into the Operations tasks or Incidents when encountered.

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## 4.5. Working on additional Tools and platforms when needed

During the working of the team, the Product could have requirements to bring in additional tools or platforms that could be added to the scope of this teams working. During such events, the following model of bringing in new tools and tech into the product would be followed:

### 4.5.1. Exploration:

Exploration of how a certain tool or platform could help the ecosystem or how the said tool could be installed and administered in the ANTARTICA ecosystem could be taken up as part of the teams working. Given the nature of the impact this team has, it would be natural for the portfolio of tools to keep evolving with changing needs and tool improvements.

Every new tool that would need to be serialized in the ecosystem and made available needs some effort in exploration. The current team would be expected to take up the exploration as part of their sprint tasks.

Capacity to handle these tasks would be managed by the usual capacity management process in the sprint processes.

Specific skills, when needed, would be requested and team members would be provided the required support from ANTARTICA to upskill, re-skill or relearn any new tool or platform that would need to be managed as part of this teams working.

### 4.5.2. Capacity Management:

When new tools get added to the portfolio (after the exploration phase) and are expected to be supported and managed as part of the daily work of the team, there would be an assessment of what additional capacity would be needed to ensure a good setup to manage, administer and maintain this new tool set.

When assessed, the additional required capacity could either be made available from the DevOps teams current capacity, or could lead to additional headcount to the team.

The Decision on how to move ahead would be dependent on the size of the effort required to support, the specific skills needed for the new tool and the timelines for the support. Each of



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these cases would be a discussion with the Vendor team and a mutually agreed direction could be taken to help support the new tools and platforms in the ANTARTICA landscape.

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## 5. Exhibit Summary

1. **Exhibit 1 – Baseline:** Refer to the Baseline document “Digital\_Portfolio\_Exhibit 1 Baseline\_2022.xlsx”
2. **Exhibit 2 – Pricing:** Refer “Digital\_Portfolio\_Exhibit 2 2022 – Pricing.docx”
3. **Exhibit 3 – Data Processing:** Refer “Digital\_Portfolio\_2022- Exhibit 3 - Data Processing.pdf”
4. **Exhibit 4 – Optimization, Transformation & One Time Tasks:** Not Applicable
5. **Exhibit 5 – Transition Plan:** Refer to the Transition Plan “Digital\_Portfolio\_Transition\_Plan\_2022.xlsx”
6. **Exhibit 6 - Dependencies on other key Service Objects:** Not Applicable
7. **Exhibit 7 - Additional services and rampup:** Refer to the section 3.4 & Section 4 in this document explaining the changes to the scope and management of capacity.
8. **Exhibit 8 - Subcontractor information:** Not Applicable

Jakob Arvidsson

Jakob Arvidsson (Jun 30, 2022 10:25 GMT+2)

HCL Technologies Limited

Harshdeep Arora

Harshdeep Arora

Harshdeep.Arora (Jun 30, 2022 13:53 GMT+5.5)

Signature field

Date: 2022-06-30

Antartica Bar  
Corporation

Lisa Jonsson

Jakob Arvidsson

## EXHIBIT 1 : Baseline

### PLATFORM - DIGITAL PORTFOLIO

1st of March 2022

Document revision history

Date	Version	Comment
2022-02-10	1.0	

As per information in Alfabet

Product Area	Cluster name	Product Name	App Id	Application Name	BCA	C.I.A	Delivery model	Lifecycle status	Origin	Using Plant/Site	Comment
Platform Products	DevOps Enablement	Digital Portfolio, Process & Tools	APP-2892	ALFABET	C=95-121	2,2,1	Managed Operation	Core	COTS-Customized		
Platform Products	DevOps Enablement	Digital Portfolio, Process & Tools	APP-3762	BLUEWORKS LIVE	C=95-121	1,1,1	Managed Operation	Core	COTS-Configured		
Data Platforms	Data & Core Services	Power BI Platform	APP-2591	POWER BI	E=41-66	0,0,0	NA	Core	COTS-Configured		
Platform Products	DevOps Enablement	Digital Portfolio, Process & Tools	APP-2346	IQSONAR/IQCLOUD	E=41-66	2,1,1	Managed Operation	Core	COTS-Configured		
Platform Products	DevOps Enablement	Digital Portfolio, Process & Tools	APP-2363	SMARTTRACK	C=95-121	2,1,1	Managed Operation	Core	COTS-Configured		
Platform Products	DevOps Enablement	Digital Portfolio, Process & Tools	APP-2218	OPENIT	C=95-121	2,1,1	Managed Operation	Core	COTS-Configured		
Platform Products	DevOps Enablement	Digital Portfolio, Process & Tools	APP-2372	ILMT	C=95-121	1,1,1	Managed Operation	Core	COTS-Configured		

KIF No: 343222

**Volumetric Baseline**

In case of Transition:

- \* The additional and removed scope tagged in this Exhibit 1: Baseline shall be added to the Transition Project scope.
- \* The required solutions for this new and removed scope along with the commercial impact will be handled through the Change Control Procedure and agreed by the Parties post the Effective Date.
- \* The handling of any further additions or removals to Exhibit 1: Baseline shall be agreed as part of the Transition Project.

Table 1 Service Object	Application Count	Monthly Incidents	Monthly Service Requests	Monthly Problems
PLATFORMS - DIGITAL PORTFOLIO	7	1	22	0

Note:

1. Table 1 excludes incidents resolved at L1 service desk or by the Infrastructure support teams.
2. Applications using the Staff Augmentation delivery model are not included in the count in the table 1.
3. The volumetric baselines in Table 1 shall be revalidated during the Transition Project.

Table 2 provides domain wise details for applications categorized under Managed Operations and Managed Product (Classic and DevOps) Delivery Models.

Table 2 Cluster	Application Count	Monthly Incidents	Monthly Service Requests	Monthly Problems
Grand Total	0	0	0	0

Table 3 provides the Agreed Monthly Capacity for maintenance included in the fixed price as described in Appendix A - [paragraph 20.2](#)

Table 4 Cluster	Number of maintenance hours
Total Capacity Hours	0

## Managed capacity baseline

Used for delivery model's "Managed Operation classic", "Managed Operation DevOps" (Appendix A.) regarding any non fixed price & SLA based deliveries.

KIF No: 343222

## 1. ASSESSMENT OF SERVICE OBJECT OPERATIONS CHARGES AND SERVICE LEVELS

1.1 For the scope of Applications within a Service Object specification, a assessment of the Operations Charges, using the data included in Exhibit 1 (Baseline) for each respective Service Object, will be executed as set out below in this Section 1.3.

1.2 For Services, where the Operations Charges are based on price per user and/or price per Utilized Unit, no baselining shall be accepted.

1.3 For Operations support ticket volumes (Incidents, Problems and Service Requests), the assessment process will be as follows:

1.3.1 During the Transition and ninety (90) Days from the Commencement Date (“Assessment Period”) of each Service Object, the Supplier will with respect to the volumes in Exhibit 1 (Baseline), conduct an assessment to verify whether such volumes are accurate.

1.4 For Services that were delivered by the Supplier prior the Transition, no assessment shall be undertaken. The impact of all Change Notes that have been agreed between Parties from the date of the Baseline data as stated in Exhibit 1 until the Commencement Date for each Service Object shall be incorporated into this Agreement.

1.4.1 For Services that were not delivered by the Supplier prior to the Transition, the baseline data and the result of the assessment shall be calculated as the average volumes using the data as set out in Exhibit 1 (Baseline) for that Service Object, compared with the monthly volumes measured during the Assessment Period. The Supplier will share the outcome with the Purchaser on an ongoing basis and the final result within twenty (20) Business Days from end of Assessment Period.

1.4.2 Should the ticket volume increase/decrease be greater than a deadband of ten (10) percent for a specific Service Object, the Supplier shall analyse why the volumes are materially higher than those stated in Exhibit 1 of the Service Object. The Supplier shall prepare a report for the Purchaser detailing the potential causes for such materially higher volumes. The Parties shall then review and agree a remediation plan, which can include adjustment to Service Levels and/or Service Charges.

1.4.3 Should the Parties not agree on the remediation plan, the Purchaser is obliged to accept 1.4.4, 1.4.5 and 1.4.6 below.

1.4.4 A nominal ticket price shall be calculated by dividing the monthly Operations Charges for the relevant Service Object with the average monthly volumes, using the data as set out in Exhibit 1 (Baseline), for the same Service Object.

1.4.5 After the establishment of the actual volumes during the Assessment Period, the Operations Charges for such Service Object shall, to the extent the difference with the baseline volume is greater than the deadband of ten (10) percent, be increased or decreased by an amount equal to the actual volume beyond the deadband of ten (10) percent - as established during the Joint Verification Period – multiplied with the agreed nominal volume price.

1.4.6 Any change to the Operations Charges per Service Object shall be implemented and a new version of Exhibit 2 (Pricing) for that Service Object shall be created by the Supplier to consider the impact of the Joint Verification. For any change to Operations Charges resulting from joint verification of a Service Object, at least the same year on year productivity/ price reduction percentage of the overall Operations Charges for that Service Object as set out in Exhibit 2 shall be applied.





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## Exhibit 2 - Pricing

Under the Service specification for Service Object  
*Digital Portfolio*

Confidential

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Type of document Exhibit	Security class: Confidential	Issue 1.0	Date 2022-06-30
Issuer <b>Antartica Bars Corporation</b>		Exhibit 2	



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Issuer <b>Antartica Bars Corporation</b>		Exhibit <b>2</b>	



## 1. Introduction

This Exhibit is part of the Master Services Agreement between the Purchaser and the Supplier and stipulates the pricing and any special terms applicable to the Services be performed in accordance to the Service Specification for Service Object **Digital Portfolio**.

## 2. Applicability

This Exhibit 2 applies only to the Service Specification as per the term of services mentioned below.

Service	Commencement Date	Term of Service	End Date of the term
Transition Services as per Exhibit 5 – Transition Plan	N/A	N/A	N/A
Services as per the Service Specification	2022-09-01	40 months	2025-12-31

## 3. Transition Services cost

The agreed costs along with the payment milestones for Transition Services as per Exhibit 5 – Transition Plan are set out in the table below.

Milestone Description	Milestone Invoice Date	Cost (USD)
“Any key milestone”	N/A	N/A
End of Service Transition	N/A	N/A
<b>Total</b>	<b>Total</b>	<b>N/A</b>

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<b>Exhibit 2 - Pricing</b>			<b>4 (6)</b>
Type of document <b>Exhibit</b>	Security class: <b>Confidential</b>	Issue <b>1.0</b>	Date <b>2022-06-30</b>
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## 4. Operations cost

4.1 The agreed monthly costs for the Services are set out in the table below. All costs are in USD.

<b>Month</b>	<b>Monthly Cost (USD) including Total Bonus Value</b>
September 2022	\$74,875.14
October 2022	\$74,875.14
November 2022	\$74,875.14
December 2022	\$74,875.14
<b>Total September 2022 – December 2022</b>	<b>\$299,500.56</b>
January 2023	\$74,875.14
February 2023	\$74,875.14
March 2023	\$74,875.14
April 2023	\$74,875.14
May 2023	\$74,875.14
June 2023	\$74,875.14
July 2023	\$74,875.14
August 2023	\$74,875.14
September 2023	\$73,924.74
October 2023	\$73,924.74
November 2023	\$73,924.74
December 2023	\$73,924.74
<b>Total January 2023 – December 2023</b>	<b>\$894,700.08</b>
January 2024	\$73,924.74
February 2024	\$73,924.74
March 2024	\$73,924.74
April 2024	\$73,924.74
May 2024	\$73,924.74
June 2024	\$73,924.74

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<b>Exhibit 2 - Pricing</b>			<b>5 (6)</b>
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July 2024	\$73,924.74
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August 2024	\$73,924.74
September 2024	\$73,282.14
October 2024	\$73,282.14
November 2024	\$73,282.14
December 2024	\$73,282.14
<b>Total January 2024 – December 2024</b>	<b>\$884,526.48</b>
January 2025	\$73,282.14
February 2025	\$73,282.14
March 2025	\$73,282.14
April 2025	\$73,282.14
May 2025	\$73,282.14
June 2025	\$73,282.14
July 2025	\$73,282.14
August 2025	\$73,282.14
September 2025	\$73,282.14
October 2025	\$73,282.14
November 2025	\$73,282.14
December 2025	\$73,282.14
<b>Total January 2025 – December 2025</b>	<b>\$879,385.68</b>

4.2 The estimated Monthly Costs for the Managed Capacity are set out in the table below. The estimated Monthly Cost are calculated based on the roles and volumes defined in Exhibit 1 (Baseline) to this Service Object and the hourly rates defined in Exhibit A to Appendix L (Rate bard). If any conflict between the table below and the Exhibit 1 and the Exhibit A to Appendix L, then the Exhibit 1 and the Exhibit A to Appendix L will prevail.

Not Applicable

Name of document			Page
<b>Exhibit 2 - Pricing</b>			<b>6 (6)</b>
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Issuer <b>Antartica Bars Corporation</b>		Exhibit <b>2</b>	



## 5. Total Bonus Value

The Service Bonus Model and the calculation of the Bonus Value is defined in Appendix F, Section 5. The Total Bonus Value for this Service is defined as:

- As 4% of the Monthly Cost, defined in Section 4.1 above. (i.e. the Total Bonus Value is the span between 96% – 100% of the Monthly Cost)

## 6. Invoicing Terms

The invoicing and payment terms monthly retroactive, as set out in Appendix L to the Agreement, will apply.

## 7. Special terms

1. The above pricing is based on the application count and incident baseline volume as described in Digital\_Portfolio\_Exhibit 1 Baseline\_2022
2. Service Bonus is applicable for fixed spend deliveries
3. Calibration period: Antartica Bars and HCL agree to a 6-month calibration period for arriving at acceptable and target service level for all KPIs including Resources fulfillment & attrition KPIs. These recalibrated levels are to be jointly agreed at the product area level and discussions supported by VE lead & procurement
4. For Attrition KPI measurement it will be only applicable for designated & dedicated resources working for fixed delivery

## 8. Contact persons

Purchaser's key commercial contact for the Service(s) will be:

Lisa Jonsson ([lisa.jonsson@Antarticabars.com](mailto:lisa.jonsson@Antarticabars.com)) - +46 72 88 70607

Supplier's key commercial contact for the Service(s) will be:

Subin Matthew Tomas ([subinmathew.thomas@hcl.com](mailto:subinmathew.thomas@hcl.com)) - +46 730538860

21 February 2022

**EXHIBIT 3 – DATA PROCESSING****DESCRIPTION OF PROCESSING ACTIVITIES**

**NAME OF PROCESSING ACTIVITY(IES): IT SERVICES (UNDER MASTER SERVICE AGREEMENT)**

**1. SCOPE, TYPE AND PURPOSE OF THE INTENDED COLLECTION, PROCESSING OR UTILIZATION OF PERSONAL DATA, KIND OF PERSONAL DATA, CATEGORIES OF DATA SUBJECTS AND ROLES OF THE PARTIES:**

**Scope & Purpose**

Supplier will process personal data as necessary to perform IT Services pursuant to the Agreement and its appendices, and as further instructed by Antarctica Bars in its use of the Services including but not limited to application maintenance, application development and Infrastructure Services.

IT Services consist of among other things the following activities in relation to personal data: [use of personal data to set up, operate, monitor and provide the Services (including support), provision of consulting services; upload any fixes or upgrades, back up of personal data; computer processing of personal data, including data transmission, data retrieval, data access; execution of instructions of Antarctica Bars in accordance with the Agreement.

**Roles**

Antartica Bars is Controller and the Supplier is Processor

**Type of personal data and categories of data subjects**

The supplier (Processor) will for the applicable Service process personal data described in column “Data Element” in Attachment A to this document.

Data Subjects for the applicable Service are described in column “Data Subject” in Attachment A to this document.

**2. DURATION OF THE PROCESSING OF PERSONAL DATA:**

The processing activity will continue for as long as the Agreement is valid and for a period of three (3) months thereafter to allow the Processor to erase or retransfer the personal data.

**3. ADDITIONAL INSTRUCTIONS:**

N/A

21 February 2022

**4. PLACE OF PROCESSING:**

Personal data will for the applicable Service be processed at the locations described in column “Hosting location” and “Additional country” in Attachment A to this document.

**5. TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES:**

Refers to Appendix H and Appendix O (Antartica Bars Minimum Cybersecurity Requirement), which covers this area

**6. SUB-PROCESSORS:**

Personal data will for the applicable Service be processed by sub-processors as described in column “3-rd party details” in Attachment A to this document

**7. ATTACHMENTS:**

Attachment A: DPA data form



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## **Exhibit 4 – Optimization Transformation and One-Time Tasks (OTOT)**

### **Under the Service specification for Digital Portfolio**

Regarding: Optimisations, Transformation and One-Time tasks

Confidential

Date: 2022-06-30

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Issuer Antartica Bar - Consumer & Enterprise Digital		Exhibit 4	

**Document revision history [Delete when making final document]**

Date	Who	Comment
2022-06-30	Subin Mathew Thomas	Final

Name of document			Page
Optimisation, Transformation and One-time tasks			3 (4)
Type of document Service Object Digital Portfolio	Security class: Confidential	Issue 1.0	Date 2022-06-30
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## 1. General

This Exhibit is a part of the Master Services Agreement between the Purchaser and the Supplier. The document details tasks that can or will be performed by the Supplier and that is of a one-time nature. It outlines the different Optimisation tasks the Supplier plans to perform as well as the offered Transformation ideas. Finally it contains tasks of a one-time nature but that for some reason is not part of the Transition.

It shall not in any way be interpreted as exempting the Supplier from performing the necessary actions to fulfil all requirements in the Service Object Service Specification. If there is a conflict between this Exhibit and the overarching view of the Delivery in the Service Object Service Specification, the Service Object Service Specification shall prevail.

## 2. Optimisation, Transformation & One-Time Tasks

Not Applicable

## Instructions

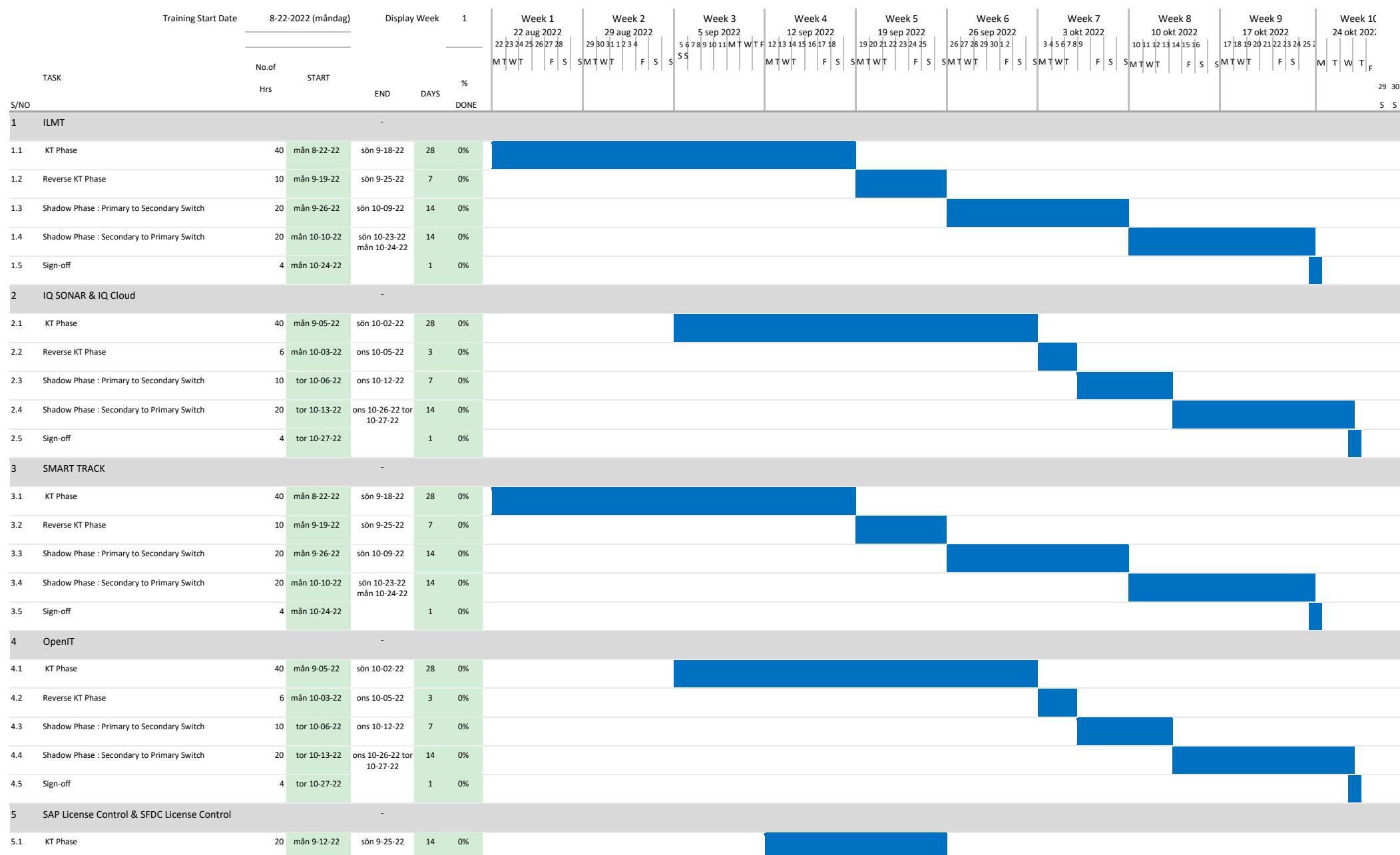
This Worksheet/Tabs should be used for Knowledge Transfer (KT) planning and execution.

- 1) The RECEIVING Organization will identify topics, update the recommended topics list.  
the KT start date
- 3) The KT Topics to be signed off atleast 3 Weeks before KT start date
- 4) Pre-requisites to kickstart KT should be ready atleast 2 Weeks before KT start date
- 5) KT Schedule to be signed off atleast 1 Week before KT start date
- 6) Governance process and exit criteria to be defined 3 weeks before the KT start date
- 7) RECEIVING Organization to review all available application documentation before the KT start date. 8) RECEIVING Organization to construct list of questions for the KT session 9) PROVIDING SME will schedule sessions with RECEIVER per the plan.
- 10) RECEIVING Organization will document the KT sessions/ recordings and store in SharePoint
- 11) KT Sessions can be documented / Recorded, PROVIDING SME should support for same

KIF No: 343222

KT Session#	KT Topic	<u>Recommended items to be covered</u>
KTS1	Overview of the Application	Application Name APP ID (ALFABET) Brief Description Portfolio / Domain Tools being used End User Details Total users
KTS2	Application Functional Knowledge	Application functionality in Detail Modules Reports Modules Admin Modules Special considerations
KTS3	Application Technical Details	Schematic Flow Diagrams Architecture Diagram Business Flow Diagram Network Diagram Database Logical Data Model Diagram Physical Data Model Diagram Application Host Details Batch Details Jobs Job Flow Details Job flow charts Daily/Weekly/Monthly Jobs Reports Details Application Interface Diagram Messaging Services Integrations Security and Access Details
KTS4	Operating Procedures	Production Support procedures Change Management Procedure Job Schedule Changes User Documentation
KTS5	Release Procedures	Vendor Patch Releases / On-Prem Releases Software Configuration Management Tools & Support
KTS7	More info	Known Bugs Walk-through of Change Requests. Including restlist Licenses Requirements Disaster Recovery Procedures

KIF No: 343222



5.2	Reverse KT Phase	6	mån 9-26-22	ons 9-28-22	3	0%					
5.3	Shadow Phase : Primary to Secondary Switch	10	tor 9-29-22	ons 10-05-22	7	0%					
5.4	Shadow Phase : Secondary to Primary Switch	10	tor 10-06-22	ons 10-12-22 tor 10-13-22	7	0%					
5.5	Sign-off	10	tor 10-13-22		1	0%					

KIF No: 343222

&lt;APPLICATION NAME&gt;

Session	Topic	SME PROVIDER	RECEIVER	Status	Planned Hours	Expended Hours	Planned Start Date	Planned End Date	Actual Start Date	Actual End Date	Follow-up Reference
1	KTS1										
2	KTS2										
3	KTS3										
4	KTS4										
5	KTS5										
6	KTS6										
7	KTS7										
8	KTS8										

Total

0

0

KIF No: 343222

# 20220629\_Digital Portfolio - Service Object Specification Platforms

Final Audit Report

2022-06-30

Created:	2022-06-29
By:	Lisa Jonsson (LJONSS12@Antarticabars.com)
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2022-06-30 - 08:24:14 GMT- IP address: 194.218.10.150
-  Document e-signed by Jakob Arvidsson (jakob.arvidsson@Antarticabars.com)  
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-  Agreement completed.  
2022-06-30 - 08:25:31 GMT





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## Service Object Specification - Collaboration Services

Confidential

Date: 2022-06-27

N:




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**Service Object Specification Digital Collaboration & M365 Services**


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Type of document <b>Service Object Specification</b>	Security class: <b>Confidential</b>	Issue <b>1.0</b>	Date <b>2022-01-04</b>
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<b>Document revision history</b>			
<b>Date</b>	<b>Version</b>	<b>Major/minor change</b>	<b>Comment</b>
2021-12-14	0.1	Initial	Structure and initial RFS text.
2022-01-04	0.2	First draft	Structure and initial RFS text.
2022-01-14	0.3	Second draft	Structure and initial RFS text.
2022-03-27	0.4	Third draft	Last review before version 1.0



## Service Object Specification Digital Collaboration &amp; M365 Services

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## Service Object Specification Digital Collaboration & M365 Services

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## 1. Introduction

This Service Specification is a part of the Master Services Agreement between the Purchaser and the Supplier and stipulates the Services that the Supplier shall deliver to the Purchaser within the Service Object.

### 1.1 Contact persons

Supplier has appointed the following roles as contact persons

The Supplier technical contact role (At the Commencement of the agreement) this role will be held by:

Robin George, +46 76 976 6062, robin.g@hcl.com

The Supplier commercial contact role (At the Commencement of the agreement) this role will be held by:

Subin Mathew Thomas, +46 730538860, subinmathew.thomas@hcl.com

The Purchaser has appointed the following roles as contact persons

The Purchaser technical contact role (At the Commencement of the agreement) this role will be held by:

Fredric Östan, +46 73 333 1338, fredric.ostan@Antarticabars.com

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### Service Object Specification Digital Collaboration & M365 Services

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The Purchaser commercial contact role (At the Commencement of the agreement) this role will be held by:

Lisa Jonsson, +46 72 887 0607, lisa.jonsson@Antarticabars.com

## 2. The Services

### 2.1. Introduction

### 2.2. Relation to other Service Objects

The Supplier shall deliver the Collaboration Services as part of an overall IT landscape delivering IT services and business value to the different business areas. To ensure a good business outcome enabled through an end-to-end view of information solutions all Service Objects need to collaborate with all other Service objects independent of what supplier is delivering what service. All suppliers in the Purchaser's supplier eco systems are expected to collaborate with all other suppliers to ensure a good outcome.

Collaboration Services is a cross functional sourcing object; hence its role is to support and provide high quality services and required functionality to end users and other Service Objects.

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## Service Object Specification Digital Collaboration & M365 Services

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### 3. Requirements

#### 3.1. Services in scope

The Supplier shall conduct all necessary work to provide Digital Collaboration & M365 Services in accordance with, but not restricted to, the definitions below.

#### 3.2. Service Object context, vision, and strategies

##### 3.2.1. General

Antartica Bars is a human-centric company, and our open-minded culture unites us and is Purchaser's competitive edge. Purchaser believe in doing things together and gather around missions to achieve great results. The company culture improves the engagement, development, and performance, and therefore also the business success and the attractiveness as an employer.

The contribution to the digital transformation is to enable Purchaser's end users to become more efficient in their daily work, regardless of location or time. This will be done by delivering the needed services, just in time, and with first class end-to-end support.

The services that are delivered must be so well tailored, that the end users will be able to use them intuitively with minimal support needed.

This will be achieved this by being in constant motion – it is expected that the leaders and the suppliers set the direction, and the teams to fulfil the journey by true collaboration and iterative evolution.

Allow failures – but learn from them!

To be able to support the Purchaser targets for 2025, the Supplier shall provide a Digital Collaboration & M365 Services Object that is highly flexible, scalable, and subject to high frequent change over the next coming years. With a fast pacing surrounding world, the services shall be quickly adoptable to new demands and consumption patterns.

This will require a transformation from today's platform outlook on the services and put focus into being the enabler for Purchaser's business ventures and put more focus on supporting the Purchaser's digital transformation, digital products and setting us up for rapid change and opportunity within our industry. The Purchaser need to be an enabler to drive our overall ambition and aim to improve our user experience every day.

A key component in achieving this transformation is to ensure that the right competence is available to address new challenges and innovation. The Purchaser needs access to the Supplier's global knowledge and experience and require good mechanisms to provide the competence and skills

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## Service Object Specification Digital Collaboration & M365 Services

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needed to stay current with global trends. It will also require new ways of working and new delivery models to ensure agility and speed in deliveries and development.

The way forward will require delivery of high-quality services with sufficient capacity, correct timing, speed, monitoring and SLA fulfilment. It will also require proactive improvements to deliver state of the art technology. Purchaser expect management of the services according to industry best practices.

### 3.2.2. Digital Workplace

The Purchaser's Digital Workplace supports end users to increase productivity and mobility in their daily way of working. It delivers user friendly personal devices, equipment and collaboration tools and act as platform for the Purchaser's business. The Digital Workplace service is to be looked at as the end user interface to the supporting services that actually builds Digital Workplace.

#### Purpose:

The Digital Workplace shall boost engagement and productivity by connecting employees to colleagues and suppliers, connect them to information, insights and the resources that matters to them. Digital Workplace success is created through a people centric approach focused on end user and business needs.

#### Vision:

Give the employees of the Purchaser integrated digital capabilities that enables them to bring out the best, creating a more attractive place to work, embrace our culture and manage their task and employment from anywhere at anytime

Digital Workplace is built by joining service values from the technical sub services below

- **Workstation**
- **Digital Collaboration & Microsoft 365**
- **Enterprise Mobility** (not in scope for this Service Object)
- **Voice** (not in scope for this Service Object)

Digital Workplace builds and sets the strategy for the subservice to deliver end user value in a coordinated way. It takes the responsibility of facilitating a joint experience and the single point of contact for the digital workplace; a one-stop-shop for people ordering and using it; a joint aligned nomenclature and feeling, independent of the service providing it "beneath". Though, Sub-services owns the technical and detailed expertise and responsibility within in each service and it's provided components (OLA and demand) and is the IT for IT interface. Digital Workplace only signs OLA with its Sub-services and no other supporting services, it's a sub-service responsibility.



## Service Object Specification Digital Collaboration & M365 Services

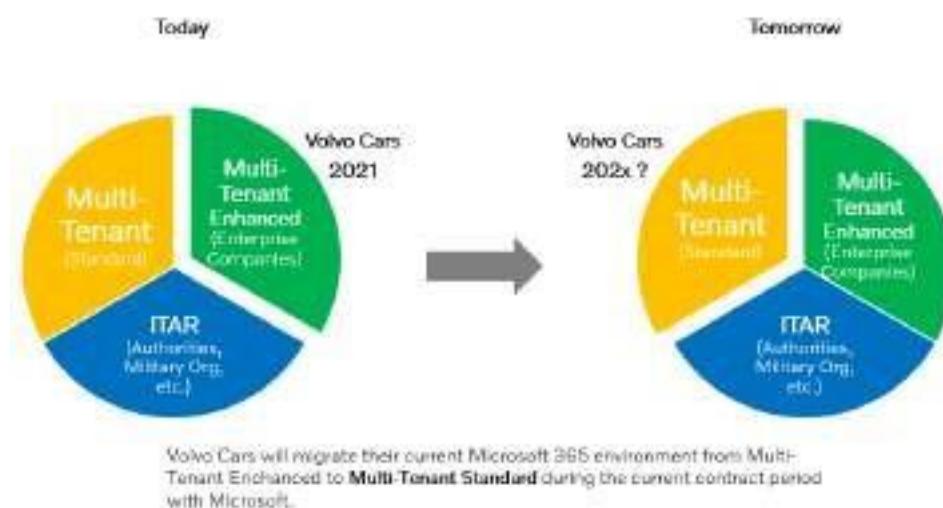
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### 3.2.2.1. Collaboration Services

Our mission is to provide Digital Collaboration & Microsoft 365 Services for the Purchaser that support the business globally and enable innovation, digital transformation, and increased productivity within the company. This will require delivery of high-quality Digital Collaboration & Microsoft 365 Services with sufficient capability ensuring delivery according to agreed SLA's, agreed time plans and PI's. It will also require proactive service improvements to deliver state of the art services/technology. We are expecting management of the services according to industry best practices.

Digital Collaboration & Microsoft 365 Services includes:

- Based on Microsoft 365 "Single Tenant" Environment & "Multi-Tenant" Environment.
- Includes the M365 Platform Environment, All M365 (MF3 and ME3) Products and Services, Roadmap and its Governance, Licenses, Compliance & Security and Azure M365 Groups.
- Includes services "related" to M365 such as Azure, Identity, Network.
- Includes Digital Collaboration Products and Services:
  - a. Miro - Visual Collaboration
  - b. SendGrid - Email Services
- Includes Teams Telephony - Enterprise Voice



The Purchaser's Microsoft 365 environment is today a "Single Tenant", which means that The Purchaser does not share servers with other companies. But during the contract period, the Purchaser will change environment to a "Multi-Tenant" environment, which means that the supplier will need to be able to handle both environments. The Supplier shall therefore follow the "Service Description" for the right type of Microsoft 365 environment during the contract period.



## Service Object Specification Digital Collaboration & M365 Services

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The picture below shows what services from other Service Objects that the Digital Collaboration & Microsoft 365 services dependent on:



Digital Collaboration & Microsoft 365 services depend on several "related" services in order for the services we deliver to work according to current requirements. It is therefore important that the Supplier have a broad understanding of how a cloud service works and what dependencies exist for other services. Today, several cooperation groups are established to handle the changes that are constantly taking place in this type of cloud delivery.

Examples of contact surfaces for other IT services:

- Identity Management (IDM, AD, Azure AD)
- Azure Cloud
- Network
- Clients Applications
- Business Intelligence
- Intelligent Automation
- Service Desk
- IT Security
- Mobility
- Middleware
- Telephony

### 3.2.2.2. Digital Collaboration & Microsoft 365 Services

Our vision, Strategy and Objective within Digital Collaboration & Microsoft 365 services to achieve a level of service that complies with the following statements:

- Provide highest possible level of compliance and security on the M365 platform.

Name of document

## Service Object Specification Digital Collaboration &amp; M365 Services

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Establish

the best governance model possible for running M365 as a service.

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## Service Object Specification Digital Collaboration & M365 Services

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- Work to find efficiencies and automation and improvements to the service catalogue.
- Provide service operations stability.
- Integrate mobility solutions linked to the platform to increase usability and quality in our delivery.
- Be proactive in sense of suggest new solutions on existing problems.
- Being as transparent with the customer as it is possible to reduce late surprises in deliveries to the customer.

The purpose of the Digital Collaboration and M365 services is to facilitate global users to be able to collaborate regardless of location, time, device and to contribute to increased productivity. Our vision is to enable collaboration that can be transparent and bring awareness for the benefit of all coworkers. When information is classified, our tools must also provide excellent security.

To support Purchaser's long-term goals and visions we strive to provide Digital Collaboration tools that:

- Give back time to global users with effective and productive Digital Collaboration tools.
- Create collaborations among co-worker's while being mobile.
- Favour transparent communication and information sharing without compromising Antarctica Bars governance and complains.
- Self-serviced and self-governed to remove lead time and administration.
- Enables new and more effective digital ways of working regardless of user locations.
- As far as possible, be tailored to our end users' needs.
- Consider Teams, SharePoint, Exchange, etc under M365 as a platform.

### 3.2.2.3. Miro - Visual Collaboration

Miro is a digital whiteboard and visual collaboration tool. It mimics a physical whiteboard but comes with an infinite workspace and tools to enable collaboration and creativity to anyone, anywhere. Purchaser has secured a companywide license agreement to make the tool available to all coworkers.

### 3.2.2.4. SendGrid - Email Services

SendGrid tenant provides the SMTP service that allows you to deliver the email from servers/applications as an alternative solution to Exchange Online. To send emails from application hosted in external network using @Antarticabars.com email domain, the preferred solution is SendGrid.

SMTP APIs provide a customizable integration approach for your transactional email. Purchaser wants to add SendGrid to the global service operations support as per the BCA classification C.

### 3.2.2.5. Teams Telephony - Enterprise Voice

Phone System is Microsoft's technology for enabling call control and Private Branch Exchange (PBX) capabilities in the Microsoft 365 cloud with Microsoft Teams Enterprise Voice. Phone System works with Teams clients and certified devices. Phone System allows you to replace your existing PBX system with a set of features directly delivered from Microsoft 365.

Purchaser wants to add Teams Telephony Enterprise Voice to the global service operations support as per the BCA classification B.

N:




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## Service Object Specification Digital Collaboration & M365 Services

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### 3.3. Service requirements

#### 3.3.1. Digital Collaboration & Microsoft 365 Services

Purchaser foresee the following areas to be crucial for a successful delivery for Digital Collaboration & Microsoft 365 Services.

1. The Supplier shall provide a global team fit for purpose with regards to competencies and experiences to be able to manage all aspects within Digital Collaboration and M365 Platform areas.
2. The supplier shall provide a global Service Operations (L2 and L3) team that takes end to end responsibility and ownership of Incident, Problem, Change, Request and Knowledge.
3. The Supplier shall provide a delivery model with key roles close to the business. Purchaser expect the Supplier to clearly define how the roles will be located Onsite compared to Offshore.
  - a. Resources Onsite
  - b. Resources Nearshore
  - c. Resources Offshore
4. The Supplier shall provide a support team that continuously builds knowledge and skills in order to support new services, applications, and evergreen features. This applies to Microsoft 365 and other Digital Collaboration Tools that the Purchaser decides to deploy.
5. The Supplier shall deploy state of the art technical solutions which can make the Purchasers processes more efficient. Each area of Digital Collaboration & M365 Services is described below under its own headings below.
6. The Purchaser will go ahead with Managed Service Operations Classic delivery model. In Managed Operations the Supplier is responsible for maintenance, support, and operations according to what is defined in the contract and the service specifications.

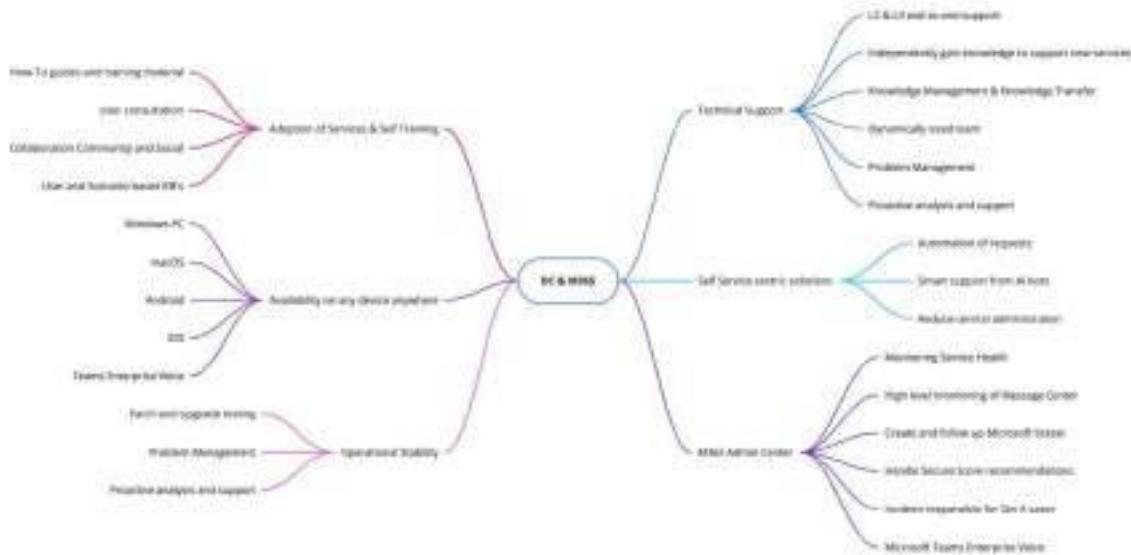
When we collaborate, we aim to bring out the best in everyone. In order to achieve this, we need well working collaboration tools and a few supporting pillars that enable us to use them in the best way.

To make this happen the Purchaser require the Supplier to deliver:



## Service Object Specification Digital Collaboration &amp; M365 Services

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To support and govern Purchaser's Digital Collaboration and M365 Platform it is required a highly skilled team that is fast to adopt to new features and changes on the Digital Collaboration and M365 Platform. The Supplier shall work closely with the Service Desk organization for information sharing and knowledge transfer to empower the other support tiers. The Supplier will be a part of the Purchaser's Incident Management process.

The Supplier must have excellent expertise in technical support, advanced troubleshooting, and System Administration of primarily, but not limited to M365. The Supplier shall also have a good understanding of the underlying architecture in terms of for example Identity Management, Authentication, Licensing and Network Infrastructure.

The Supplier's primary task will be technical support (e.g., troubleshooting, network tracing, analysing logs, system administration, analysing Security & Compliance components) but they shall also perform tasks in regard to building governance, security, and operational stability. The supplier shall work proactively to build knowledge within its personnel and for the end users. They shall also amongst other tasks engage in raising operational stability, work towards improvements in request efficiency and automation, and identifying risks and vulnerabilities.

#### **Microsoft 365, SendGrid and Miro:**

The delivery is based on the following main criteria's but not limited to the examples below:

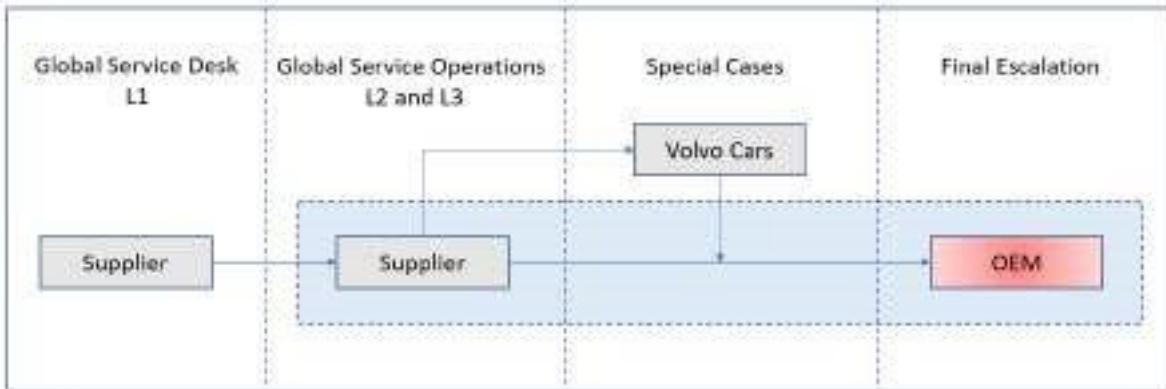
- Create Microsoft Support tickets connected to Microsoft 365 products and services/platform/tools.
- Working with Microsoft Unified Support.
- Follow up existing Microsoft Support tickets connected to Microsoft 365 services.
- Create and follow up SendGrid connected to platform and services.
- Create and follow up Miro tickets connected to platform and services.
- Check licenses type for users depending on the service ticket.
- Monitoring Service Health.
- High level monitoring of Message Center.
- Handle Secure Score recommendations.



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- Incident responsible for Sev A cases.



### Technical Support

The Supplier shall provide a global L2 and L3 technical support team that works closely together with the Service Desk to take End to End responsibility for Incident, Problem, Change, Request and Knowledge. The Supplier shall have the ability to dynamically adapt in size to meet the workload and continuously build a fit to purpose skill set internally as new applications, services and evergreen features are added (also non M365 services)

### Self Service Centric solutions

The Supplier shall continuously work with reducing central administration by creating robust policies and governance that let the users cater to their own needs. AI driven chat bots could be an example of a tool that could help the users to manage themselves and automation will make sure requests are fulfilled as quickly as possible.

### Adoption of services and Self-Training

The Supplier shall provide services to improve adoption that enable the Purchaser's users to be engaged and to be shown the possibilities with the Digital Collaboration tools. User and scenario-based Knowledge needs to be made available. Through Consultation services, our users shall be able to learn how to best fit in the Digital Collaboration tools they need for their way of working.

### Availability on any device, anywhere

The Supplier shall support our Digital Collaboration tools on any available device such as Windows PC, Mac and Mobile.

### Operational Stability

The Supplier shall through a proactive approach, using Incident and Problem Management analysis and smart tools, work to ensure operational stability. The Digital Collaboration tools shall continuously be tested against new patches and updates for the Purchasers supported OS and software platforms.

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ID	Requirement category	Requirement description
DC&M365-1	Adoption	<p>The Supplier shall, as part of the service provide offshore and onsite consultancy services.</p> <ul style="list-style-type: none"> <li>• Training on how to use tools included in the service.</li> <li>• Assist to help and guide users to find new ways of working with the Suppliers tools included in the service.</li> </ul>
DC&M365-2	Availability & Continuity	<p>The supplier shall handle DR tests on the M365 tenant in accordance with the agreement with the Purchaser. When DR tests are to be done is decided together with the Purchaser.</p> <p>The DR test shall be documented, describing the test, the outcome and (if applicable) corrective actions to be implemented (including timing) due to findings in the DR test.</p> <p>The DR test report shall be distributed the Purchaser.</p>
DC&M365-3	Availability & Continuity	Recovery Time Objective (RTO) should cover all parts of the Digital Collaboration & M365 Services and cover all different incident scenarios including disaster.
DC&M365-4	Availability Management	<p>The Supplier shall manage:</p> <p>All IT infrastructure, processes, tools, roles etc. the agreed availability targets are met.</p>
DC&M365-5	Competence	The Supplier team members should have an average of at least 3 years' relevant experience of M365 platform - products and services support and system administration.
DC&M365-6	Competence	<p>The Supplier team members shall be proficient in troubleshooting, log analysis and system administration using tools including but not limited to:</p> <ul style="list-style-type: none"> <li>• PowerShell – EXO, SPO, Teams, etc.</li> <li>• Fiddler</li> <li>• M365 Admin Center</li> <li>• Syslog</li> <li>• Azure AD</li> </ul>

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DC&M365-7	Competence	The Supplier team shall have good knowledge in all parts of M365 and shall have good knowledge of both governance and support of the platform. Since M365 is an evergreen environment, the Supplier team skills shall be constantly updated and evolved to cover new services and features offered on the platform incl. Power Platform (based on ME3 license), Microsoft Loop, etc.
DC&M365-8	Competence	The Supplier team shall be able to handle additional Collaboration Services applications provided by other service providers than Microsoft and handle support for these products. This includes escalating incidents to the service provider in question.
DC&M365-9	Competence	The Supplier team shall be able to perform support and troubleshooting for Digital Collaboration and M365 products and services on all applicable platforms, included but not limited to: <ul style="list-style-type: none"> <li>• Windows</li> <li>• MacOS</li> <li>• iOS</li> <li>• Android</li> </ul>
DC&M365-10	Competence	The Supplier team shall be able elevate admin privileges to a level where they can assist in sensitive activities such as, but not limited to, VIP support, and forensics. Each such activity will result in a separate report specifying admin role approver and actions taken.
DC&M365-11	Competence	The Supplier Team shall have sufficient knowledge about Azure Identity services such as AAD, AIP & AD Connect in order to be able to support and govern M365.
DC&M365-12	Competence	The Supplier team shall have sufficient knowledge of the authentication methods such as ADFS and including MFA used for the Purchasers M365 Services to be able to support and govern M365.
DC&M365-13	Competence	The Supplier team shall have sufficient knowledge about the Purchaser's Identity Management process to be able to support and govern M365 in the Purchaser's environment.

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DC&M365-14	Competence	<p>The Supplier team shall perform routine SharePoint maintenance activities for example, but not limited to:</p> <ul style="list-style-type: none"> <li>• Move content with ShareGate.</li> <li>• Recover deleted M365 Groups.</li> <li>• Manage URL shortened links .</li> </ul>
DC&M365-15	Critical Role	<p>The Supplier team shall have a team leader onsite in Gothenburg. This will be the Purchaser's speaking partner for topics including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Highly technical competent on entire Digital Collaboration &amp; Microsoft 365 platform's products and services stacks.</li> </ul>
		<ul style="list-style-type: none"> <li>• Manage and deploy recommendations from Secure Score as per the Purchaser's governance and global complains.</li> <li>• Manage and deploy Roadmap as per the Purchaser's governance and global complains.</li> <li>• Establishing maintenance setup for new Digital Collaboration products/services/tools.</li> <li>• Technical and delivery escalation point.</li> <li>• Following up performance reports.</li> <li>• Following up improvements to the services.</li> </ul>
DC&M365-16	Service Hours	<p>L2 support 24x7 Support service hours. L3 support 24x5 Support with On-Call outside service hours. Major Incident (P1/P2/Sev A) 24x7 Support service hours. The Purchaser should have the possibility to order periods of 24/7 support when special projects are planned.</p>
DC&M365-17	General	The Digital Collaboration & M365 Services hardware and software licenses are owned by the Purchaser. The Supplier shall manage the Services by optimizing the HW and SW resources to minimize the cost for the Purchaser by still maintaining the Services quality.
DC&M365-18	General	The Supplier shall work together with the Purchaser's different suppliers on behalf of Purchaser and take an overall coordination responsibility for the deliveries including but not limited to operational processes and follow-up, installations/deployments, escalations, reporting etc.
DC&M365-19	General	The Supplier shall increase and decrease Digital Collaboration & M365 Services capacity toward the Purchaser as requested and as required.

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DC&M365-20	General	The Supplier shall monitor and report capacity usage for all Digital Collaboration & M365 Services components. The Supplier shall propose changes to the HW and SW assets to meet future capacity requirements.
DC&M365-21	General	The services shall be able to support and host applications in a way that meets the business requirements.
DC&M365-22	General	The Supplier shall proactively verify and improve Service components to increase quality and service availability.  The Supplier shall maintain a continuous service improvement plan for all services. The service improvement plan must be aligned towards the Service Roadmaps.

DC&M365-23	General	The Supplier shall monitor and report capacity usage for all service components. The Supplier must propose necessary changes to the HW and SW assets to meet future capacity requirements.
DC&M365-24	General	Supplier must provide full details of any sub-contractor and/or partnership that are currently used or intended to be used in connection with the proposal are required, if any.  The Service Provider shall remain fully responsible for the performance of the Service in accordance with its terms, including any obligations it performs through subcontractors, and Service Provider shall be solely responsible for payments due to its subcontractors.
DC&M365-25	General	The Supplier shall provide a global team dedicated to Digital Collaboration & M365 Services.
DC&M365-26	General	The Supplier team shall act as a global resolver group for incidents escalated from Service Desk (L1).
DC&M365-27	General	The Supplier shall work with Incident Management, Problem Management, Change Management, Request Management and Knowledge Management in the Purchaser's ITSM tool, currently ServiceNow.
DC&M365-28	General	The Supplier should be able to offer two types of resources. <ul style="list-style-type: none"> <li>• Off- shore</li> <li>• On -site</li> </ul>

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DC&M365-29	General	<p>Modular service – The Supplier shall manage:</p> <p>All services that are within this scope shall be treated and handled by the Supplier as a stand-alone module, meaning that it shall be:</p> <ul style="list-style-type: none"> <li>A. Well documented, a third party shall easily have the possibility to assist or take over.           <ul style="list-style-type: none"> <li>• Support documentation.</li> <li>• Maintenance documentation</li> </ul> </li> <li>B. Purchaser design guides shall be followed. Purchaser storage procedures followed.</li> </ul>
DC&M365-30	General	<p>Service Management – The Supplier shall manage:</p> <ul style="list-style-type: none"> <li>A. Governance and forums for service management between Purchaser and service provider.</li> <li>B. Change management of service, change of service, change of scope, ramp-up.</li> <li>C. Service reporting: quality, KPI, SLA, contractual fulfilment and other requested items.</li> </ul>
		<ul style="list-style-type: none"> <li>D. Escalation paths to Stakeholder at ANTARTICA for special cases or major incidents.</li> <li>E. Provide “Shit-left” plan and activities to continuously secure competence development, how-to guides, and other activities to move the solution of an incident toward first line of contact.</li> <li>F. Quality Self Audits, secure recurring self-audits of the service delivery and report result to Purchaser.</li> <li>G. Introducing new supplier resources. Into the Purchaser’s context and the Purchaser’s standards, including M365 Dedicated processes.</li> <li>H. Help the purchaser keep track of Unused licenses, M365 groups, documents, etc.</li> </ul>
DC&M365-31	Governance	<p>Requests assigned to the Supplier Team shall be handled according to agreed SLA. Mean Time to Delivery of requests should be improved by at least 10% annually. Requests should continuously be evaluated and identified for automatic servicing when possible.</p>

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DC&M365-32	Governance	<p>The Supplier support team shall be able to perform on boarding of new services upon request from the Product Owner. This will be done in accordance with the Purchaser's application implementation process. Governance setup includes:</p> <ul style="list-style-type: none"> <li>• Contract to Change Note approval.</li> <li>• Collecting necessary Information from the PO.</li> <li>• Plan the Training accordance with onboarding.</li> <li>• On boarding of applications to Service Desk.</li> <li>• Write necessary KB articles.</li> <li>• Create, order, test and deliver service requests end to end.</li> <li>• Create service request How-To guides.</li> <li>• Enable L1 to be able to support new services.</li> </ul> <p>As part of the application on boarding procedure, the Supplier Team shall gather the proper knowledge and write KB articles needed within the team to be able to provide L2 and L3 support for the onboarded platform/product and services.</p>
DC&M365-33	Governance	<p>The Supplier team shall monitor changes and new features published in M365 Message Centre and take necessary action when required. This includes, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Informing Service Desk.</li> <li>• Review and update KB's.</li> <li>• Propose configuration changes.</li> <li>• Inform the Purchaser about changes that might affects end users.</li> </ul>
DC&M365-34	Governance	<p>The Supplier Team shall have sufficient knowledge about the licenses used for the Purchaser's Collaboration Tools to recognize differences in functionality based on assigned level of licenses.</p>
DC&M365-35	Governance	<p>The Supplier team lead shall perform a weekly review of backlogged Incidents and resolve them with priority. Unresolved Incidents count</p>
		<p>older than 30 days shall be reported to Digital Collaboration &amp; M365 PO.</p>
DC&M365-36	Incident Management	<p>The Supplier team shall have the required expertise to escalate to service the Suppliers' support, including but not restricted to Microsoft Premier Support, and drive an incident end to end, even if it is escalated to a third party e.g., Microsoft, SendGrid and Miro.</p>

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DC&M365-37	Incident Management	<p>The Supplier team shall be the final resolver group for all escalated incidents covered by Digital Collaboration and M365.</p> <p>The Supplier team will have the possibility to open Incidents to Microsoft Support when needed.</p> <p>In exceptional cases the Supplier team will also have the possibility to consult the Purchaser's SME's.</p> <p>The Supplier team should within the team resolve a target rate of 80% of incidents without consulting 3rd party.</p> <p>Annual improvement of independently resolved incidents should be an increment of at least 1 percentage point to the target resolve rate.</p>
DC&M365-38	Incident Management	The Supplier shall ensure that there are no dependencies on single individuals' competences.
DC&M365-39	Incident Management	The Supplier Team shall analyse Incidents when 3rd party was consulted and write KB's describing the solution accordingly to grow the knowledge within the team.
DC&M365-40	Knowledge Management	The Supplier shall perform analysis of Incidents to identify where End User KBs are needed and write these accordingly from a use case or scenario-based perspective.
DC&M365-41	Knowledge Management	The Supplier shall manage: Secure internal training and information sharing within Microsoft 365 Platform object continuously and when on-boarding new staff members.
DC&M365-42	Operational Stability	<p>For all supported applications, the Supplier Team shall setup pilot groups that will receive managed OS updates and patches for the managed client OS's at the Purchaser, prior to general release and in accordance with the Purchaser's Operating System management.</p> <p>The Supplier shall set up a test protocol as part of the application onboarding procedure. The test protocol should cover basic application functionality agreed upon with the Purchaser. The Purchaser will receive reports on the test protocol at least three (3) working days before the updates and patches are centrally released to the user base.</p>

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DC&M365-43	Operational Stability	<p>Support services – The Supplier shall manage:</p> <ul style="list-style-type: none"> <li>• Level 2 &amp; Level 3 Support and governance for M365 platform lifecycle and related services.</li> <li>• Tool Support &amp; Administration, including license- and environment management and technical outlook and lifecycle</li> </ul> <p>Manage P1 &amp; P2 incidents together with Microsoft Technical support (Premier Support) and Antartica Bars M365 Platforms responsible.</p>
DC&M365-44	Problem Management	<p>The Supplier team shall work with Problem Management and identify Problem candidates from, but not limited to:</p> <ul style="list-style-type: none"> <li>• Major Incidents</li> <li>• Priority incidents</li> <li>• Trending Incidents</li> <li>• On Purchaser's request</li> </ul>
DC&M365-45	Resource Management	<p>The Supplier shall provide resources to projects or activities on request.</p>
DC&M365-46	Risk Management	<p>The Supplier team shall take the mind set of continuous IT risk identification. Risks need to be presented to the Purchaser. Examples but not limited to:</p> <ul style="list-style-type: none"> <li>• Supplier should proactively work with the SOC on new alarm types that should be implemented in SIEM.</li> <li>• Take bare of recommendations from Secure Score.</li> <li>• Suggest security settings when new services appear in the M365 tenant.</li> </ul>
DC&M365-47	Service Health Monitoring	<p>Supplier shall have real-time on-line performance-monitoring service for all services and their constituting parts with predefined metrics showing status for latest 24 hours, (aggregation of) latest week and month.</p>

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DC&M365-48	Service Improvement	<p>The Supplier provide a continuous improvement program to identify and update the Purchaser quarterly on the following areas:</p> <ul style="list-style-type: none"> <li>a) The emergence of new and evolving technologies which could improve the service(s)</li> <li>b) New or potential improvements to the service(s) including the quality, responsiveness, increased business demands, rapid turnaround, procedures, benchmarking, performance mechanisms, customer service, customer satisfaction etc.</li> <li>c) Plan for improved Target Service Levels of the Service Level Agreements (SLAs)</li> <li>d) Suggestions for improvements in the collaboration between Purchaser and the Supplier</li> </ul> <p>Cost efficiency measurements</p>
DC&M365-49	Special Requirements	<p>Operational Quality Audits</p> <p>The Purchaser shall at any time have the right to perform quality audits on the operational service(s) by the Supplier.</p>
DC&M365-50	Special Requirements	<p>Unified Support Tickets</p> <p>The Supplier shall add support tickets to Microsoft Unified Support. When problems arise on the M365 platform which the supplier cannot manage themselves the support tickets shall be managed by responsible for M365 Platform. The various types of support tickets that are affected will be described in KB and updated when new cases appear.</p>
DC&M365-51	Supplier Collaboration	<p>The Supplier is responsible for establishing forum on at least monthly basis with other Purchaser Suppliers for Service Desk and Support or dependent supporting services. The forum focus should be to collaborate and drive and improve the end user experience, quality and performance of services.</p>
DC&M365-52	Supplier Collaboration	<p>The Supplier is responsible for establishing a forum on at least a quarterly basis with other Purchaser Suppliers for underpinning Services (primarily Identity Management and Network). The forum focus should be to collaborate and drive and improve the end user experience, quality and performance of services.</p>
DC&M365-53	Governance & Operational Stability	<p>The Supplier is responsible to manage Teams Telephony (Enterprise Voice) based on governance and operations activities. This work also includes setting up processes and writing KB articles.</p>



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### 3.3.2 Citizen Development engagement & support

Supplier shall manage the citizen development request within their defined scope of delivery. For example, refer to the picture below.

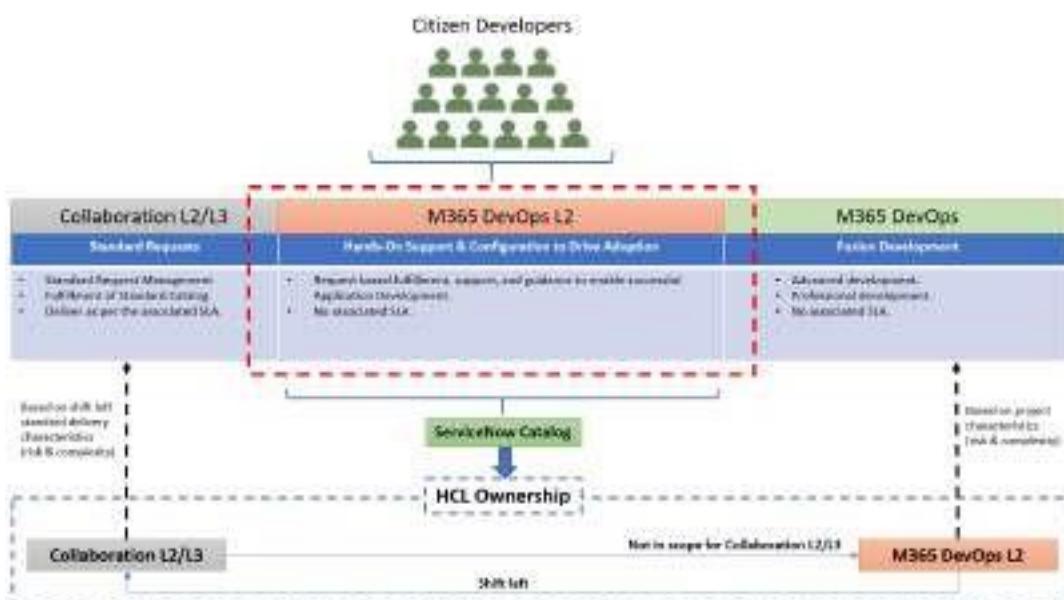
Citizen Development's request-based fulfilment, support, and guidance to enable successful application development will be handled within M365 DevOps L2/ M365 DevOps scope without any stipulated SLA.

The shift left strategy shall be adopted if any requirement can be fulfilled as a standard request delivery and can manage within the associated SLA as per the Appendix F. Then new standard catalogue will be created in ServiceNow and move to Collaboration L2/L3 scope with SOP.

Collaboration L2/L3 support the M365 Platform Environment, All M365 (MF3 and ME3) Products and Services such as Exchange environment, Teams environment, SharePoint and OneDrive environment, etc. and its Roadmap and Governance, Licenses, Compliance & Security and Azure M365 Groups including other Digital Collaboration Products and Services such as SendGrid, Miro and Teams Telephony. For cases where the possible root cause lies within the M365 platform environment or M365 products and services environments Out of the Box components, such as Exchange default technical components, Teams default technical components, SharePoint and OneDrive Teams default technical components, etc. Collaboration L2/L3 will solve the case.

M365 DevOps L2/ M365 DevOps support all Citizen Development's custom applications, including custom components and custom features. For cases where the possible root cause lies within the custom applications, including custom components, such as any modification in the SharePoint default - webpart, features, search configuration, Power Apps list form customization, Power Automate components customization M365 DevOps L2/ M365 DevOps will solve the case.

To be effective and efficient in supporting Citizen Development to be successful, the cooperation between the Collaboration L2/L3 team and the O365 DevOps L2/M365 DevOps team is vital. The Supplier owns this relationship and shall navigate and optimize the result of the cooperation and the outcome.



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## 4. KPI – PI – Reports

### 4.1. KPI

Name	<b>Incident Volume and MTTR</b>
Definition	<ul style="list-style-type: none"> <li>Number of closed incidents</li> <li>Mean to resolution (h)</li> <li>Response time average (h)</li> </ul>
Calculation	Open Incidents/Resolved Incidents Response time average
How to measure	ServiceNow
Acceptable level	Mean to resolution (h) - SLA according to Appendix F  Response time average (h) - SLA according to Appendix F
Target Level	<b>Mean to resolution (h)</b> - 10% improvement per contract year based on the previous year's monthly average.  <b>Response time average (h)</b> - 10% improvement per contract year based on the previous year's monthly average.
Report date	As part of monthly delivery report
Measuring period	Month

Name	<b>Request delivery</b>
Definition	MTTR (h) by request
Calculation	Time for request delivery after approval cycle completion (MTTR (h))
How to measure	ServiceNow
Acceptable level	SLA according to Appendix F
Target Level	10% improvement per contract year based on the previous year's monthly average.
Report date	As part of monthly delivery report
Measuring period	Month

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## 4.2. PI

Name	<b>Teams - Audio Call Quality</b>
Definition	Per month, per region and global average
Calculation	Average number of poor calls
How to measure	Teams - CQD
Acceptable level	<p>Target: For managed networks, according to list below are considered as poor calls in CQD.</p> <ul style="list-style-type: none"> <li>• EMEA ≤ 2%</li> <li>• Americas ≤ 2%</li> <li>• APAC ≤ 2%</li> </ul> <p><i>HCL cannot ensure delivery by other suppliers</i></p>
Report date	Period: Monthly Reported
Measuring period	Period: Monthly Reported: 5th business day of the month

Name	<b>Network And Subnet List Reliability</b>
Definition	Per quarter, first month of the quarter (Q1, Q2, Q3, Q4)
Calculation	Updated list per quarter (Q1, Q2, Q3, Q4)
How to measure	Teams - CQD
Acceptable level	<p>New updated list must be imported into CQD to ensure that poor call statistics are reliable.</p> <p><i>Although Antarctica Bars understands that HCL has dependencies on another supplier to be able to deliver updated data, we consider it HCL's responsibility to pursue these inquiries and, if unsuccessful, escalate to the relevant PO/PM.</i></p>
Report date	Period: Supplier in Operational Review Meeting (once every quarter)
Measuring period	The CQD must be updated no later than the 5th of the first month of each quarter.

Name	<b>Teams - Top 5 Sites/Networks with Poor Call Quality</b>
Definition	HCL to report actions taken for top 5 sites/networks with poor call quality. Drive Improvements Towards the Stakeholders Concerned (e.g., network).
Calculation	Analyse networks with poor call quality
How to measure	Teams - CQD
Acceptable level	HCL to report actions taken for top 5 sites/networks with poor call quality.
Report date	Top 6 sites / networks as of latest import of new subnet list in the beginning of each quarter

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Measuring period	Measured and reported by: Supplier in Operational Review Meeting (once every quarter)
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Name	<b>First Call Resolution Rate (%)</b>
Definition	L1 FCR is improving for Collaboration Services
Calculation	Average First Call Resolution rate (%)
How to measure	<b>ServiceNow</b>
Acceptable level	>65% FCR and improving 2 percentage point annually <i>HCL cannot ensure delivery by other suppliers</i>
Report date	Period: Yearly Reported: Trend reported monthly 5th business day of the month
Measuring period	Measured and reported by: Supplier in Operational Review Meeting

Name	<b>Number of Incidents per Configuration Item</b>
Definition	Per month and per CI
Calculation	Top 5 reassigned incidents per month
How to measure	Service Now
Acceptable level	NA
Report date	Period: Yearly Reported: Trend reported monthly 5th business day of the month
Measuring period	Measured and reported by: Supplier in Operational Review Meeting
Name	<b>Top 5 reassigned incidents per month</b>
Definition	How many reassignments per incident
Calculation	Top 5 reassigned incidents per month

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How to measure	<b>Service Now</b>			



Name	<b>Digital Collaboration &amp; M365 CI Ageing &gt; 4 Weeks</b>
Definition	Digital Collaboration & M365 CI Ageing > 4 Weeks
Calculation	Number of old incidents over 4 weeks ageing
How to measure	Service Now
Acceptable level	< 12 ageing incidents per month  <i>HCL to drive towards other stakeholders about incidents older than 4 weeks in other vendors resolver group. HCL can't guarantee the result from other Suppliers/vendors.</i>
Report date	Reported Monthly
Measuring period	Measured and reported by: Supplier in Operational Review Meeting

### 4.3. Metrix

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Acceptable level	NA
Report date	Reported Monthly
Measuring period	Measured and reported by: Supplier in Operational Review Meeting

Name	<b>KB excellence (number of updated and created KB's)</b>
Definition	Monitoring of the number of KB's that have been created or updated during the month. In addition to this all KB articles needs to be reviewed at least every Quarter. Indicating how proactive the Supplier is. Purpose: Helping first call resolution and end user satisfaction with our services.
Calculation	Information is available in Service Now to be able to calculate these values.
How to measure	Service Now
Acceptable level	NA
Report date	Reported Monthly
Measuring period	Measured and reported by: Supplier in Operational Review Meeting

## 4.4. Reports

The following reports shall be made available by the Supplier to the Purchaser as of Commencement Date. Additional reporting requirements might occur during the Term of the Agreement. The Supplier shall conduct monthly meetings with Purchaser representatives to review report contents. These meetings can be executed as part of the operational or management governance meetings. For all KPI/PI/Reports all historical data and trends shall be available.

Signature field

Date: 2022-06-30

HCL Technologies Limited

Harshdeep Arora

Harshdeep Arora (Jun 30, 2022 13:58 GMT+5.5)

Antartica Bar  
Corporation

Lisa Jonsson

Anna Nyblom

Anna Nyblom (Jun 30, 2022 10:51 GMT+2)

## EXHIBIT 1 : Baseline

### Digital Workplace Collaboration Services

1st of July 2022

#### Document revision history

Date	Version	Comment
2022-07-01	1.0	Initial version

As per information in Alfabet

Product Area	Cluster name	Product Name	App Id	Application Name	BCA	C,I,A	Delivery model	Lifecycle status	Origin	Using Plant/Site	Comment
Corporate WorkLife	Digital WorkPlace	Office 365 - Platform	APP-2056	M365 Platform	B		Managed Operations	Core	COTS-Configured	Global	
Corporate WorkLife	Digital WorkPlace	Office 365 - Exchange	APP-2490	Exchange Environment	B		Managed Operations	Core	COTS-Configured	Global	
Corporate WorkLife	Digital WorkPlace	Office 365 - Teams	APP-3190	Teams Environment	B		Managed Operations	Core	COTS-Configured	Global	
Corporate WorkLife	Digital WorkPlace	Office 365 - Teams Telephony	APP-5028	Teams Enterprise Voice	B		Managed Operations	Core	COTS-Configured	Global	
Corporate WorkLife	Digital WorkPlace	Office 365 - SharePoint	APP-2492	SharePoint Environment	B		Managed Operations	Core	COTS-Configured	Global	
Corporate WorkLife	Digital WorkPlace	Office 365 - OneDrive for Business	APP-3455	OneDrive Environment	B		Managed Operations	Core	COTS-Configured	Global	
Corporate WorkLife	Digital WorkPlace	Office 365 - Yammer	APP-3232	Yammer Environment	C		Managed Operations	Core	COTS-Configured	Global	
Corporate WorkLife	Digital WorkPlace	Office 365 - Stream	APP-3364	Stream Environment	C		Managed Operations	Core	COTS-Configured	Global	
Corporate WorkLife	Digital WorkPlace	Office 365 - Bookings	APP-3958	Bookings	C		Managed Operations	Core	COTS-Configured	Global	
Corporate WorkLife	Digital WorkPlace	Office 365 - Delve	APP-3481	Delve	C		Managed Operations	Core	COTS-Configured	Global	

Coporate WorkLife	Digital WorkPlace	Office 365 - Forms	APP-3186	Forms	C		Managed Operations	Core	COTS-Configured	Global	
Coporate WorkLife	Digital WorkPlace	Office 365 - Planner	APP-3189	Planner	C		Managed Operations	Core	COTS-Configured	Global	
Coporate WorkLife	Digital WorkPlace	Office 365 - Sway	APP-3187	Sway	C		Managed Operations	Core	COTS-Configured	Global	
Coporate WorkLife	Digital WorkPlace	Office 365 - To-Do	APP-3272	To-Do	E		Managed Operations	Core	COTS-Configured	Global	
Coporate WorkLife	Digital WorkPlace	Office 365 - Whiteboard	APP-3453	Whiteboard	C		Managed Operations	Core	COTS-Configured	Global	
Coporate WorkLife	Digital WorkPlace	Office 365 - OneNote	APP-3745	OneNote	C		Managed Operations	Core	COTS-Configured	Global	
Coporate WorkLife	Digital WorkPlace	Miro	APP-4465	Miro Environment	E		Managed Operations	Core	COTS-Configured	Global	
Coporate WorkLife	Digital WorkPlace	SendGrid	APP-3335	SendGrid Environment	C		Managed Operations	Core	COTS-Configured	Global	
Coporate WorkLife	Digital WorkPlace	Power Platform	APP-New	Power Platform	New		Managed Operations	Core	COTS-Configured	Global	
Coporate WorkLife	Digital WorkPlace	Office 365 - Power Virtual Agent	APP-New	Power Virtual Agent	New		Managed Operations	Core	COTS-Configured	Global	
Coporate WorkLife	Digital WorkPlace	Office 365 - Power Automate (Flow)	APP-3365	Power Automate	C		Managed Operations	Core	COTS-Configured	Global	
Coporate WorkLife	Digital WorkPlace	Office 365 - PowerApps	APP-3571	Power Apps	C		Managed Operations	Core	COTS-Configured	Global	

Volumetric Baseline

In case of Transition:

- \* The additional and removed scope tagged in this Exhibit 1: Baseline shall be added to the Transition Project scope.
- \* The required solutions for this new and removed scope along with the commercial impact will be handled through the Change Control Procedure and agreed by the Parties post the Effective Date.

Table 4 Cluster	Number of maintenance hours

Total Capacity Hours	0
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\* The handling of any further additions or removals to Exhibit 1: Baseline shall be agreed as part of the Transition Project.

Table 1 Service Object	Application Count	Monthly Incidents	Monthly Service Requests	Monthly Problems
Table 1 Service Object	Baseline			
Collaboration Services	S22	S19		
Office 365 E3	33600	30000		
Microsoft 365 F3	33600	25895		
Office 365 E1	0	750		
Office 365 E5	10	10		
Exchange Online (Plan 1)	2450	1755		
OneDrive for business (Plan 1)	200	0		
Teams Phone Resource Account	110	0		
Teams Phone Standard	635	0		
Power Apps per user plan	200	0		
Power Automate per user plan	24	0		
Power Virtual Agent User License	300	0		
Miro	45000	45000		
SendGrid	1500000	0		

Note:

1. Table 1 excludes incidents resolved at L1 service desk or by the Infrastructure support teams.
2. Applications using the Staff Augmentation delivery model are not included in the count in the table 1.
3. The volumetric baselines in Table 1 shall be revalidated during the Transition Project.

Table 2 provides domain wise details for applications categorized under Managed Operations and Managed Product (Classic and DevOps) Delivery Models.

Table 2 Cluster	Application Count	Monthly Incidents	Monthly Service Requests	Monthly Problems
Collaboration Services	22	230	947	0
Grand Total	22	230	947	0

Table 3 provides the Agreed Monthly Capacity for maintenance included in the fixed price as described in Appendix A - [paragraph 20.2](#).

Managed capacity baseline

Used for delivery model's "Managed Operation classic", "Managed Operation DevOps" (Appendix A.) regarding any non fixed price & SLA based deliveries.

## 1. ASSESSMENT OF SERVICE OBJECT OPERATIONS CHARGES AND SERVICE LEVELS

1.1 For the scope of Applications within a Service Object specification, a assessment of the Operations Charges, using the data included in Exhibit 1 (Baseline) for each respective Service Object, will be executed as set out below in this Section 1.3.

1.2 For Services, where the Operations Charges are based on price per user and/or price per Utilized Unit, no baselining shall be accepted.

1.3 For Operations support ticket volumes (Incidents, Problems and Service Requests), the assessment process will be as follows:

1.3.1 During the Transition and ninety (90) Days from the Commencement Date ("Assessment Period") of each Service Object, the Supplier will with respect to the volumes in Exhibit 1 (Baseline), conduct an assessment to verify whether such volumes are accurate.

1.4 For Services that were delivered by the Supplier prior the Transition, no assessment shall be undertaken. The impact of all Change Notes that have been agreed between Parties from the date of the Baseline data as stated in Exhibit 1 until the Commencement Date for each Service Object shall be incorporated into this Agreement.

1.4.1 For Services that were not delivered by the Supplier prior to the Transition, the baseline data and the result of the assessment shall be calculated as the average volumes using the data as set out in Exhibit 1 (Baseline) for that Service Object, compared with the monthly volumes measured during the Assessment Period. The Supplier will share the outcome with the Purchaser on an ongoing basis and the final result within twenty (20) Business Days from end of Assessment Period.

1.4.2 Should the ticket volume increase/decrease be greater than a deadband of ten (10) percent for a specific Service Object, the Supplier shall analyse why the volumes are materially higher than those stated in Exhibit 1 of the Service Object. The Supplier shall prepare a report for the Purchaser detailing the potential causes for such materially higher volumes. The Parties shall then review and agree a remediation plan, which can include adjustment to Service Levels and/or Service Charges.

1.4.3 Should the Parties not agree on the remediation plan, the Purchaser is obliged to accept 1.4.4, 1.4.5 and 1.4.6 below.

1.4.4 A nominal ticket price shall be calculated by dividing the monthly Operations Charges for the relevant Service Object with the average monthly volumes, using the data as set out in Exhibit 1 (Baseline), for the same Service Object.

1.4.5 After the establishment of the actual volumes during the Assessment Period, the Operations Charges for such Service Object shall, to the extent the difference with the baseline volume is greater than the deadband of ten (10) percent, be increased or decreased by an amount equal to the actual volume beyond the deadband of ten (10) percent - as established during the Joint Verification Period – multiplied with the agreed nominal volume price.

1.4.6 Any change to the Operations Charges per Service Object shall be implemented and a new version of Exhibit 2 (Pricing) for that Service Object shall be created by the Supplier to consider the impact of the

Joint Verification. For any change to Operations Charges resulting from joint verification of a Service Object, at least the same year on year productivity/ price reduction percentage of the overall Operations Charges for that Service Object as set out in Exhibit 2 shall be applied.





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## Exhibit 2 - Pricing

Under the Service specification for Service Object  
DWP - Collaboration

Confidential

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Exhibit 2 - Pricing			2 (7)
Type of document Exhibit	Security class: Confidential	Issue 1.0	Date 2022-06-30
Issuer <b>Antartica Bars Corporation</b>		Exhibit 2	



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Issuer <b>Antartica Bars Corporation</b>		Exhibit <b>2</b>	



## 1. Introduction

This Exhibit is part of the Master Services Agreement between the Purchaser and the Supplier and stipulates the pricing and any special terms applicable to the Services be performed in accordance to the Service Specification for Service Object DWP - Collaboration.

## 2. Applicability

This Exhibit 2 applies only to the Service Specification as per the term of services mentioned below.

Service	Commencement Date	Term of Service	End Date of the term
Transition Services as per Exhibit 5 – Transition Plan	Not Applicable	Not Applicable	Not Applicable
Services as per the Service Specification	2022-09-01	40 months	2025-12-31

## 3. Transition Services cost

The agreed costs along with the payment milestones for Transition Services as per Exhibit 5 – Transition Plan are set out in the table below.

Milestone Description	Milestone Invoice Date	Cost (USD)
Not Applicable	Not Applicable	Not Applicable
End of Service Transition	Not Applicable	Not Applicable
<b>Total</b>	<b>Total</b>	Not Applicable

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## 4. Operations cost

4.1 The agreed monthly costs for the Services are set out in the table below. All costs are in USD.

<b>Month</b>	<b>Estimated Monthly Cost (USD) for Managed Capacity</b>
September 2022	\$ 46,163.97
October 2022	\$ 46,163.97
November 2022	\$ 46,163.97
December 2022	\$ 46,163.97
<b>Total September 2022 – December 2022</b>	<b>\$184,655.89</b>
January 2023	\$ 46,163.97
February 2023	\$ 46,163.97
March 2023	\$ 46,163.97
April 2023	\$ 46,163.97
May 2023	\$ 46,163.97
June 2023	\$ 46,163.97
July 2023	\$ 46,163.97
August 2023	\$ 46,163.97
September 2023	\$ 42,932.49
October 2023	\$ 42,932.49
November 2023	\$ 42,932.49
December 2023	\$ 42,932.49
<b>Total January 2023 – December 2023</b>	<b>\$541,041.76</b>
January 2024	\$ 42,932.49
February 2024	\$ 42,932.49

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March 2024	\$ 42,932.49
April 2024	\$ 42,932.49
May 2024	\$ 42,932.49
June 2024	\$ 42,932.49

July 2024	\$ 42,932.49
August 2024	\$ 42,932.49
September 2024	\$ 39,927.22
October 2024	\$ 39,927.22
November 2024	\$ 39,927.22
December 2024	\$ 39,927.22
<b>Total January 2024 – December 2024</b>	<b>\$503,168.83</b>
January 2025	\$ 39,927.22
February 2025	\$ 39,927.22
March 2025	\$ 39,927.22
April 2025	\$ 39,927.22
May 2025	\$ 39,927.22
June 2025	\$ 39,927.22
July 2025	\$ 39,927.22
August 2025	\$ 39,927.22
September 2025	\$ 39,927.22
October 2025	\$ 39,927.22
November 2025	\$ 39,927.22
December 2025	\$ 39,927.22

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<b>Total January 2025 – December 2025</b>		<b>\$479,126.64</b>	



4.2 The agreed unit costs for the Services are set out in the table below. All costs are in USD

Unit name	Unit measure	Cost per Unit Sep 2022 – Aug 2023	Cost per Unit Sep 2023 – Aug 2024	Cost per Unit Sep 2024 – Dec 2025
Per E1 & E3 License	pce	0.66	0.61	0.57
Miro Solution service	Fixed Price per Month	7,595.85	7,064.14	6,569.65

4.3 The estimated Monthly Costs for the Managed Capacity are set out in the table below. The estimated Monthly Cost are calculated based on the roles and volumes defined in Exhibit 1 (Baseline) to this Service Object and the hourly rates defined in Exhibit A to Appendix L (Rate card). If any conflict between the table below and the Exhibit 1 and the Exhibit A to Appendix L, then the Exhibit 1 and the Exhibit A to Appendix L will prevail.

Not Applicable

## 5. Total Bonus Value

The Service Bonus Model and the calculation of the Bonus Value is defined in Appendix F, Section 5. The Total Bonus Value for this Service is defined as:

- As 4% of the Monthly Cost, defined in Section 4.1 above. (i.e. the Total Bonus Value is the span between 96% – 100% of the Monthly Cost)

## 6. Invoicing Terms

The invoicing and payment terms monthly retroactive, as set out in Appendix L to the Agreement, will apply.

## 7. Special terms

- Service Bonus is applicable for fixed spend deliveries
- Calibration period: Antarctica Bars and HCL agree to a 6-month calibration period for arriving at acceptable and target service level for all KPIs including Resources fulfilment & attrition KPIs. These

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recalibrated levels are to be jointly agreed at the product area level and discussions supported by VE lead & procurement.

- For Attrition KPI measurement it will be only applicable for designated & dedicated resources working for fixed delivery.

## 8. Contact persons

Purchaser's key commercial contact for the Service(s) will be:

Lisa Jonsson, [lisa.jonsson@Antarticabars.com](mailto:lisa.jonsson@Antarticabars.com)

Supplier's key commercial contact for the Service(s) will be:

Subin Mathew Thomas, [subinmathew.thomas@hcl.com](mailto:subinmathew.thomas@hcl.com)

21 February 2022

**EXHIBIT 3 – DATA PROCESSING****DESCRIPTION OF PROCESSING ACTIVITIES**

**NAME OF PROCESSING ACTIVITY(IES): IT SERVICES (UNDER MASTER SERVICE AGREEMENT)**

**1. SCOPE, TYPE AND PURPOSE OF THE INTENDED COLLECTION, PROCESSING OR UTILIZATION OF PERSONAL DATA, KIND OF PERSONAL DATA, CATEGORIES OF DATA SUBJECTS AND ROLES OF THE PARTIES:**

**Scope & Purpose**

Supplier will process personal data as necessary to perform IT Services pursuant to the Agreement and its appendices, and as further instructed by Antarctica Bars in its use of the Services including but not limited to application maintenance, application development and Infrastructure Services.

IT Services consist of among other things the following activities in relation to personal data: [use of personal data to set up, operate, monitor and provide the Services (including support), provision of consulting services; upload any fixes or upgrades, back up of personal data; computer processing of personal data, including data transmission, data retrieval, data access; execution of instructions of Antarctica Bars in accordance with the Agreement.

**Roles**

Antartica Bars is Controller and the Supplier is Processor

**Type of personal data and categories of data subjects**

The supplier (Processor) will for the applicable Service process personal data described in column “Data Element” in Attachment A to this document.

Data Subjects for the applicable Service are described in column “Data Subject” in Attachment A to this document.

**2. DURATION OF THE PROCESSING OF PERSONAL DATA:**

The processing activity will continue for as long as the Agreement is valid and for a period of three (3) months thereafter to allow the Processor to erase or retransfer the personal data.

**3. ADDITIONAL INSTRUCTIONS:**

N/A

21 February 2022

**4. PLACE OF PROCESSING:**

Personal data will for the applicable Service be processed at the locations described in column “Hosting location” and “Additional country” in Attachment A to this document.

**5. TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES:**

Refers to Appendix H and Appendix O (Antartica Bars Minimum Cybersecurity Requirement), which covers this area

**6. SUB-PROCESSORS:**

Personal data will for the applicable Service be processed by sub-processors as described in column “3-rd party details” in Attachment A to this document

**7. ATTACHMENTS:**

Attachment A: DPA data form



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## Exhibit 4

### Under the Service specification for Collaboration Services

Regarding: Optimisations, Transformation and one-time tasks

Confidential

Date: 2022-06-28



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Optimisation, transformation and one-time tasks	2 (3)
Type of document	Security class: <b>Confidential</b>
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Optimisation, transformation and one-time tasks		3 (3)	
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## 1. General

This Exhibit is a part of the Master Services Agreement between the Purchaser and the Supplier. The document details tasks that can or will be performed by the Supplier and that is of a one-time nature. It outlines the different Optimisation tasks the Supplier plans to perform as well as the offered Transformation ideas. Finally it contains tasks of a one-time nature but that for some reason is not part of the Transition.

It shall not in any way be interpreted as exempting the Supplier from performing the necessary actions to fulfil all requirements in the Service Object Service Specification. If there is a conflict between this Exhibit and the overarching view of the Delivery in the Service Object Service Specification, the Service Object Service Specification shall prevail.

## 2. Optimisation

The Supplier shall list all Optimisation activities that are to be performed by the Supplier. The purpose of the list is to make the Purchaser aware of the planned activities and make it possible for the Purchaser to follow up these activities.

For planned Optimization activities, If any, please refer section section 3.1 of the Service Object Specification for Collaboration Services.

## 3. Transformation

The Supplier shall include a description of all Transformation activities offered by the Supplier in their bid. N.B. this list is only containing the offered Transformation activities as options for the Purchaser and do not constitute any agreement by the Purchaser to start any of the activities. All activities shall be separately started and ordered by the Purchaser.

For planned Transformation activities, If any, please refer section section 3.1 of the Service Object Specification for for Collaboration Services.



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## **Appendix Agile teams to Master Services Agreement**

*Between Antarctica Bar Corporation and  
HCL Technologies Sweden AB*

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Agile Teams – “Corporate Worklife” Product Cluster  
Under the Service specification for Service Object  
O365 DevOps

Regarding: Agile teams

Confidential

Date: 27<sup>th</sup> June 2022

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Type of document Statement of Work	Security class: Confidential	Issue 1.0	Date
Issuer <b>Antartica Bars Corporation: Johannes S / Per S..</b>		Exhibit N.A.	



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## 1. Introduction and Scope

### 1.1 Delivery model – Managed Capacity

This service is delivered through **Managed Capacity, as per volumes defined in Exhibit 1 Baseline document.**

The DevOps team is expected to adopt to included work tasks the way these are described in Appendix A for all relevant items. This includes, but is not limited to:

- a) Operations
- b) Maintenance and Support
- c) Development
- d) Information Security and Compliance
- e) Process integration and continuous service improvement
- f) Lifecycle Management
- g) Monitoring
- h) Documentation

### 1.2 Scope of O365 DevOps Services

Scope of O365 DevOps Services involves the applications and customized sites included in O365 DevOps portfolio. Including but not limited to internal application list known as “Avocado list” & Customization list.

Services to provide:

- a) New development
- b) Maintenance & Life Cycle Management
- c) Support and resolution of incidents & problems
- d) Support Citizen Development within O365 Platform
- e) Resource and Knowledge Management ensuring Team Capability always in line with this contract and the capacity stated in Exhibit 1 Baseline
- f) O365 DevOps Related platform administration and operation
- g) This team works Swedish Office hours, CET office hours 8.00 – 17.00

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## 1.3 Context, Service description, Requirements and Critical Success Factors

The service requested is to be an experienced resource pool of the right skill, the right mindset and the right competence, that will be named as the O365 DevOps Team.

The teams Ways of Working (WoW) shall always follow Purchasers:

- a) DevOps culture and methodology
- b) Development processes and best practices
- c) Architectural principles
- d) Agile processes and principles

The DevOps Team shall have the following characteristics:

- a) Have the capability to plan and execute their daily work in line with the Purchasers standard Frameworks and Principles stated throughout The Agreement
- b) Ensure knowledge retention within the team during contract period
- c) Have the capability to expand and shrink in workload capacity over time based on requests from Purchaser
- d) Have the capability and aim to organically grow in competence in areas that is within the services offered by Office 365 Platform, Azure and other related technology and capabilities
- e) Have the capability to be the professional speaking partner towards the end-customers (requester) for the delivery of solutions and projects
- f) Good understanding of Purchasers business context and be able to guide and assist business stakeholders to improve any processes to be Lean prior to digitalizing/automating
- g) Align to MSA contract including Appendix G for Disaster Recovery Services
- h) Align with the Purchasers Antartica Bars CyberSecurity Directive and Data Protection Directive (GDPR)
- i) Self-organizing team

## 1.4 Expected output

The Purchaser expects a service delivery that results in:

- a) Provide substantial improvements to the ANTARTICA business processes by delivering professional solutions that enable and promote the Business Digital Transformation. This includes to guide and assist business stakeholders to improve ways of working and implement lean processes before digitalizing and/or automating them
- b) Explore new alternatives for ANTARTICA business by further explore the potential of current as well as new additional services coming to the O365 platform and enabling out of the box solutions with limited configuration and less or no coding.
- c) Increased productivity throughout the Purchasers business
- d) Delivered strong business value
- e) Improved business and end user satisfaction
- f) Maximize return of investment for this service
- g) Reduced time to market
- h) Robust solutions, ensuring minimum maintenance

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- i) Improved quality of applications in portfolio and new applications delivered
- j) Decreased Total Cost of Ownership by providing well managed O365 DevOps services
- k) Development quality of high industry standard that aligns with the needs of the end-customers in  
Antartica Bars
- l) Proactive in the dialogue with business stakeholders to ensure to streamline Processes (Lean Process) before making solutions - This way ensuring proper and professional design of the solution

## 1.5 Key competence – Key Role

Refer to O365 DevOps 2022-2025 Exhibit 1 Baseline\_2022 version 1

## 1.6 Staffing of team & language skills

For the Supplier staff very good knowledge of English, both spoken and written is fundamental. There must in addition to this be a presence in the team of members having very good knowledge of Swedish, both written and spoken.

The Supplier shall always offer the Purchaser to interview new Supplier candidates well in advance of appointment to ensure and agree both competence, experience and language skills.

The Purchaser should be part of the approval process when changes in staffing are needed and be offered to interview The Suppliers candidates well in advance of appointment to ensure competence, experience and language skills of the candidates meet expectations.

## 1.7 Team Member Skillset

The team shall be working according to SAFe and Antartica Bars Agile Framework and the implementation of the same in the team's way of working.

These skills below constitute a snapshot of current skills in the existing team. The Purchaser and the Supplier would work on the changes that could come up in the O365 Ecosystem that would need either upskilling or replacement of skills in the team and work on them accordingly.

### 1.7.1 Major areas

- a) Microsoft 365 low-code platform
- b) SharePoint Online
- c) Azure
- d) Azure DevOps



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## 1.7.2 Skills

- a) M365 Services (SharePoint, Teams, Yammer, Exchange, OneDrive)
- b) M365 Low Code (PowerApps, PowerAutomate, PowerBi, Power Virtual Agents)
- c) SharePoint development (SPFx, InfoPath, Adaptive Bards, Designer Workflow)
- d) Teams development
- e) PowerShell
- f) Azure AD
- g) Network
- h) .net core
- i) JavaScript
- j) Typescript
- k) C#
- l) API
- m) Graph API
- n) Azure PAAS
- o) 3scale
- p) Kafka
- q) Kubernetes and Docker

## 1.7.3 Meriting Areas of Expertise

- a) Testing
- b) DevOps automation CI/CD
- c) UX
- d) Support
- e) Training
- f) O365 administration and operations

## 2. Defining agile teams

This exhibit contains the mandatory and recommended/optional information to define an agile team. Other information necessary and general regulations on the use of agile teams is part of the Master Services Agreement and specifically Appendix A and B.

This document is an exhibit (Statement of Work) to a Purchase order to order the specific agile team for below applications in “O365 DevOps” Product Cluster in “Corporate Worklife” Product Area.

## 2.1 O365 DevOps Team staffed in Managed Capacity mode consisting of two sprint teams:

1. The Other Team – Sprint Team
2. Honey Badger Team – Sprint Team

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Both these sprint teams are distributed agile teams with team members working from both onshore (Gothenburg, Purchaser Offices) and Offshore (Various Supplier offices across India & employee homes [During the Pandemic]).

This configuration of the team is based on the current construct in the team. This could be modified based on new plans or ways of working as decided by the Purchaser.

## 2.2 Agile team setup for O365 DevOps Teams (Delivery Model: Managed Capacity)

General	
Agile teams:	The Other Team & Honey Badger
Vision and mission for the agile team	Refer to Section #1 in the document.
Scope of work	Refer to Section #1 in the document.
Iteration or sprint	In line with the Antartica Bars Agile Framework (VCAF).
Manning	
Composition	<p>The Purchaser has requested for below agile team roles to be staffed for this application scope:</p> <ol style="list-style-type: none"> <li>1. Scrum Master</li> <li>2. Technical Architects for specific technologies as requested</li> <li>3. Technical Leads for the team's work</li> <li>4. Sr. Developers</li> <li>5. Developers</li> <li>6. Jr. Developers</li> </ol> <p>These roles and any other additional roles as required by the PO for the sprint teams are to be staffed in line with the rate bard.</p>
Roles	For role description for the applicable roles, refer to the MSA and relevant appendices.

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Other information	
Service object	This is applicable for “Digital Workplace” Product Cluster of “Corporate Worklife” Area.
Key meetings (ceremonies)	<p>Recommended key meetings (ceremonies) that the team shall adhere to:</p> <ul style="list-style-type: none"> <li>• Sprint Planning meeting</li> <li>• Daily Scrum/Stand up</li> <li>• Sprint review meeting</li> <li>• Sprint retrospective meeting</li> <li>• Product backlog grooming meeting</li> </ul> <p>This is not an exhaustive list. The full list of relevant meetings is detailed out in the MSA as part of the Agile Team delivery setup.</p> <p>This team is expected to follow Antartica Bars Agile methodology for their work.</p>
Release and deploy process	This will be decided during the planning phase of the project.
Product owner	Per Skoglund
Efficiency targets	<p>As the delivery model for the application scope of this exhibit is of type “Managed Capacity” where in development work is managed by the Purchaser, the Supplier will be responsible in providing right skilled resources, see section 6 in Appendix A.</p> <p>Additionally, HCL will support the provided resources in meeting the metrics agreed by the product team (refer section 4.0).</p>

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Tools	<p>Note: This list is an indicative list as of current tools and could be enhanced and added or modified based on the suggested ways of working from the Purchaser or based on the right way to deliver work in the upcoming sprints.</p> <ul style="list-style-type: none"> <li>• Low Code Development to be carried out for deployment the O365 Platform / Power Platform from Microsoft.</li> <li>• Coded Solutions to use the standard Microsoft stack to deliver development, and development management actions.</li> <li>• ADO from Microsoft to be used for all CI / CD related actions.</li> <li>• For Tracking, documenting and updating user stories, epics, tasks, ADO from Microsoft or any alternative equivalent as suggested by ANTARTICA.</li> <li>• Relevant Test, deployment, code quality and security assessment tools as prescribed by ANTARTICA Delivery Enablement team and decided in the product.</li> </ul> <p>Note: Onshore team should use the Purchasers Hardware / Laptops and Offshore teams should use VDI / WVD setup for their working).</p>
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### 3. Role Description

The Team shall be staffed and shall execute their daily work in accordance with Antartica Bars Agile Framework (VCAF) as defined by the Purchaser. All roles and relevant actions would be aligned to the said framework.

Exceptions to the framework in this context and any changes in roles / ways of working for this team, would be mutually discussed, and agreed between the purchaser and the supplier when needed.

### 4. Team Metrics

Below are the indicative metrics that agile team will adopt and refine over 3 – 4 sprints. The team will measure the agreed metrics and identify corrective actions as part of retrospective event to continuously track and improve upon the metrics. Targets for each of the agreed metrics will be measured every sprint and baselined over 4 - 6 sprints.

Key Metrics	Meaning	Analytical Techniques
Story Point Variance (%)	(No. of SPs delivered – No. of SPs committed)/No. of SPs committed) *100	Committed Vs delivered Trend chart
Velocity (User stories delivered per sprint)	Number of story points delivered by the team / sprint duration	Velocity Trend chart
Defect Density (defects/1000 story points)	Total number of defects/ 1000 story points Note: Measure after PO accepts story.	Trend chart
Release efficiency	% of successful releases over a period of time	Trend chart
Sprint progress	Demonstrate the sprint progress leading up to completion	Burn down chart
Sprint commitment changes	Demonstrate the change in the sprint backlog within the sprint post sprint planning.	Trend chart indicating stories added/removed within the sprint.

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Unfinished story points	% of story points not accrued into team velocity due to unfinished stories	Trend chart
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Additionally, the Purchaser would like the Supplier to track and report on the following Metrics and Performance Indicators during the tenure of the program as per the below mentioned frequencies and for a.

Additional Metrics	Meaning	Analytical Techniques & Reporting
Delivered Business Value	The Savings in Financial terms, calculated as the time saved, effort spent avoided or efficiencies brought into a process by virtue of the automation of the same by this team.	End Customer approved Value delivery calculation for the Automation intervention  Calculated for each project / automation intervention and reviewed by the end customer team.  Presented in the monthly Operational report for this team.
End Customer / User Satisfaction	A value between 1 and 7 provided to the teams work, by the end customer or user of the automation built by the team. [1 being the lowest and 7 the highest]	Elicited from select customers as part of the Customer Satisfaction Survey – conducted by the team during the IP Sprint of the PI.  Presented in the Operational forum as part of the Operational review slides for this team.
Incident Counts & Trends (P1 to P5)	The Count of the incidents and requests handled by the team during the month & a historical trend graph to represent the direction of the values.	Presented in the Operational review slides from the team in the monthly Operational forum.

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Specific Focus area Trends (Incidents or request counts)	Specific incidents or Request counts for the month. The specific kind of incident or request trends would be decided – based on relevant focus areas at the time – by the PO and PM.	Counts and Trends for the team listed and presented in the Monthly operational forum.
--	--	---

## 5. Additional points of emphasis in this Agile Team

In Addition to the standard details listed out for this teams working as part of the SoW, we have a few more points of emphasis and focus to ensure that the team works in accordance with the vision that the Purchaser has for this area.

Listed below are some of those aspects. This list of emphasis points are not expected to be an exhaustive list, but more like an indicative list of what is expected from the team at this point in time. This list could be added to and modified based on mutual consent from the purchaser and the supplier.

### 5.1 Focus on Security and Security related actions:

Always follow Purchaser's security requirements, including but not limited to secure management, transfer and storage of Secrets.

As a measure to avoid any security or data privacy breach, and to ensure no incidents in this teams scope of work, going forward, all production deliveries from this team would need to be reviewed and signed off by an identified group of technical architects within the team and / or the identified Platform or Product Solution architect from the Purchaser.

This process would ensure that nothing goes into production without a competent review for security vulnerabilities or gaps in the Data Privacy that might be left open in the product being delivered.

This review should be documented, based on a pre-defined checklist, and should be verifiable in any required retrospective analysis.

### 5.2 Emphasis on proactive improvements

The purchaser has an expectation that the team staffed for O365 DevOps would be proactive and keenly focused on automation. The team should be on the lookout for any opportunities to help eliminate manual steps, automate repeated steps, and overall improve process efficiencies in the daily work.

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This focus should play out both in terms of the work that the team does for end customers as well as in their own work directed towards their ways of delivering to the end customers asks.

The team should utilize the 'HCL Value Portal' to log and track ideas with a calculatable value. Apart from this, the list of ideas and the counts and trends thereof are to be reported back to management in the monthly review meetings from this team's side.

### 5.3 Additional support outside of the current Swedish office hours

On Occasions, the current team might be required to provide support or issue resolution help outside of the planned working hours for the team. During such instances, the hours spent by the team members would be invoiced to the Purchaser in accordance with the MSA Rate card provisions for such extra hours.

Planned work that requires participation from this team outside of their usual working hours needs to be intimated in advance, for the team to plan out and structure their individual availability accordingly. The Scrum Master would be tasked with maintaining the availability details and coordinating for these actions.

### 5.4 On Call Support

The current scope of work and the financial details listed above do not cover any off-hour availability or support. As mentioned in section 5.3, when required, these can be provisioned and planned accordingly and invoiced as per the MSA norms for off-hours work.

When required, the team could also provide On Call Support for any specific action that might need availability from this team outside of their usual work hours, but not on a constant basis. This availability would need to be managed as per the employee's availability and in accordance with the prevalent CBA agreements, Union Agreements and Labor laws of the land.

If required for a period greater than a week, such a setup would need to be planned and staffed for accordingly. Any such requests would need a notice of at least 3 weeks prior to start of the On-Call support availability.

If there is a request to establish an On-Call setup for all of the team or part of the team on a more regular basis, the supplier requires a 2 month start up window to manage and establish the relevant negotiations and regulatory and compliance related actions.

Cost for On-Call support provided by the team would follow the standard MSA provisions that are in play for the same. In the absence of a central cost structure for this action, the supplier and the purchaser would work out a suitable cost structure for this support.

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## 5.5 Indian Teams working hours

In this scope of work, the standard hours of work are the 8x5 CET/CEST hours that the Gothenburg based team follows. The offshore teams are typically working in the same hours with a delayed start to their day and a corresponding delayed end to their day.

All consultants working in offshore locations would be working as per the Indian holiday calendar and would endeavor to provide their availability information in time for all planning purposes in the teams working.

## 5.6 Work Location and place of operations

The team is designed to work from office locations. The onshore team working from Gothenburg would be working from the purchasers' offices while the Offshore based teams would be working from the Suppliers Office premises.

Occasional changes to the setup and accommodation of any specific individual requests could be considered, based on the discretion of the Product Owner for the team.

## 5.7 Support to satellite teams, extended teams & collaboration with other product areas / teams

The Team would be expected to coordinate, guide and work with some of the other team in the ecosystem (like the Intelligent Automation team etc.) this collaboration could involve sharing leads, helping deliver programs, building components and connectors to the others work for specific toolsets etc. All these actions would be coordinated and tracked as part of the scrum teams working and the PO would guide and set the direction on how these have to be delivered by the team.

In parallel, there could be extensions to this team created to fulfil specific needs for specific customer groups, including but not limited to Fusion teams, that expect dedicated capacity from this team. Those team, categorized as extended teams or satellite teams to this core team, would still function under the guidance of this team. The team would be expected to technically guide, oversee, quality control and quality assure the work done by those teams.

## 5.8 Citizen Development engagement & support

As part of the new setup, that was not part of the previous version of this teams working, the Purchaser has requested the addition of two developers into the team's capacity to help manage and coordinate the delivery of Citizen Developer support focused towards users of the Microsoft Power Platforms, SharePoint and other relevant O365 items pertaining to section 1.7 mentioned in this document. This includes support for Citizen Developers and IT professionals that uses ANTARTICA O365 platform to develop applications to help in their automation journeys.

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Citizen Development Support includes request-based fulfilment, support, and guidance to enable successful application development, and will be handled within M365 DevOps L2/ M365 DevOps scope without any stipulated SLA.

To be both effective and efficient supporting Citizen Development to be successful, the cooperation between Collaboration L2/L3 team and the O365 DevOps L2 team is key. The Supplier owns this relationship and shall navigate and optimize the result of the cooperation and the outcome.

The Support could include actions like, coordinating and curating the user groups and user support groups, conducting trainings or hackathons, adding/updating content to the academy, guiding teams or citizen developers to deliver better automations and more efficient processes in their automation journeys.

The support could also involve reviewing the design / configurations or code built by IT professionals or Citizen developers for compliance to the central templates, fixing issues that the Citizen developers could not fix, and finding ways to deliver the functionality that seemed beyond the capabilities of the original developers.

M365 DevOps L2/ M365 DevOps support all Citizen Developers' custom applications, including custom components and custom features. For cases where the possible root cause lies within the custom applications, including custom components, such as any modification in the SharePoint default - webpart, features, search configuration, Power Apps list form customization and Power Automate components customization the M365 DevOps L2/ M365 DevOps will solve the case.

The addition of the two developers at offshore is to help augment the capacity in the team to help deliver Citizen developer support related actions. The actual actions on the tasks related to this support would be split across the team, with all team members wearing the Citizen Developer Support hat by way of a rooster. The Team, in conjunction with the PO and the SM, would arrive at the ordering and the time duration each team member would need to play this role. The SM would, in turn, factor the required capacity into the team's capacity planning as part of the usual scrum team actions.

As a high-level guidance, and as examples, please use the text and picture below - including but not limited to:

- Help users when they are stuck in the creation/configuration of a PowerApps / Power Automate solutions
- Help Owners to change permissions on their M365 Group/SharePoint site
- Help users to create a SharePoint site if needed
- Help users with recommendations on how to best share information with external partners (SharePoint, Teams, OneDrive, etc)

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Signature field

Date: 2022-06-30

Antartica Bar  
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## EXHIBIT 1 : Baseline

### Name of service object Service Object Specification

1st of July 2022

#### Document revision history

Date	Version	Comment
2022-07-01	v1.0	Initial

As per information in Alfabet

Product Area	Cluster name	Product Name	App Id	Application Name	BCA	C,I,A	Delivery model	Lifecycle status	Origin	Using Plant/Site	Comment

## Volumetric Baseline

### In case of Transition:

- \* The additional and removed scope tagged in this Exhibit 1: Baseline shall be added to the Transition Project scope.
- \* The required solutions for this new and removed scope along with the commercial impact will be handled through the Change Control Procedure and agreed by the Parties post the Effective Date.
- \* The handling of any further additions or removals to Exhibit 1: Baseline shall be agreed as part of the Transition Project.

Table 1 Service Object	Application Count	Monthly Incidents	Monthly Service Requests	Monthly Problems
		h		

### Note:

1. Table 1 excludes incidents resolved at L1 service desk or by the Infrastructure support teams.

Table 4 Cluster	Number of maintenace hours

		2. Applications using the Staff Augmentation delivery model are not included in the count in the table 1.
--	--	---

3. The volumetric baselines in Table 1 shall be revalidated during the Transition Project.

Table 2 provides domain wise details for applications categorized under Managed Operations and Managed Product (Classic and DevOps) Delivery Models.

Table 2 Cluster	Application Count	Monthly Incidents	Monthly Service Requests	Monthly Problems
Grand Total	0	0	0	0

Table 3 provides the Agreed Monthly Capacity for maintenance included in the fixed price as described in Appendix A - [paragraph 20.2](#)

Total Capacity Hours	0
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## Managed capacity baseline

Used for delivery model's "Managed Operation classic", "Managed Operation DevOps" (Appendix A.) regarding any non fixed price & SLA based deliveries.

Product Cluster/Service (For information and mapping only)	Role (As specified in Append L)	Proficiency level (As specified in Append L)	Specific competence description (Specific Technology)	"Key competence" (As defined in Appendix A)	Offshore FTE	Onsite FTE	Comment
Corporate Worklife / O365 DevOps	Scrum Master	Competent	SAFe	Yes		1	
Corporate Worklife / O365 DevOps	Digital Architect	Proficient	O365, SharePoint Online, Power Apps	Yes		1	
Corporate Worklife / O365 DevOps	Digital Architect	Proficient	Advanced .NET, Azure, C#, React	Yes		1	
Corporate Worklife / O365 DevOps	Software Engineer	Competent	O365, SharePoint Online, Power Apps	Yes		1	
Corporate Worklife / O365 DevOps	Software Engineer	Competent	O365, SharePoint Online, Power Apps	Yes		1	
Corporate Worklife / O365 DevOps	Software Engineer	Competent	Advanced .NET, Azure, C#, React	Yes	1		
Corporate Worklife / O365 DevOps	Software Engineer	Competent	Advanced .NET, Azure, C#, React	Yes	1		
Corporate Worklife / O365 DevOps	Software Engineer	Competent	O365, SharePoint Online, Power Apps	No		1	
	Software Engineer	Competent	O365, SharePoint Online, Power Apps,SPFx,React,Azure	No		1	
Corporate Worklife / O365 DevOps	Project/Program Manager	Competent	Project Management	No		1	
Corporate Worklife / O365 DevOps	Digital Architect	Competent	Advanced .NET, Azure, C#, React	No		2	
Corporate Worklife / O365 DevOps	Software Engineer	Advance Beginner	O365, SharePoint Online, Power Apps	No	8		
Corporate Worklife / O365 DevOps	Software Engineer	Advance Beginner	Advanced .NET, Azure, C#, React	No	3		
Corporate Worklife / O365 DevOps	Software Engineer	Competent	Outsystem	Yes	1		
				Total Count	14	10	
Corporate Worklife / O365 DevOps	Senior Service Delivery Manager	Proficient	Program Management			1	



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## Exhibit 2 - Pricing

Under the Service specification for Service Object  
*O365 Development*

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## 1. Introduction

This Exhibit is part of the Master Services Agreement between the Purchaser and the Supplier and stipulates the pricing and any special terms applicable to the Services be performed in accordance to the Service Specification for Service Object **O365 Development**.

## 2. Applicability

This Exhibit 2 applies only to the Service Specification as per the term of services mentioned below.

Service	Commencement Date	Term of Service	End Date of the term
Transition Services as per Exhibit 5 – Transition Plan	N/A	N/A	N/A
Services as per the Service Specification	2022-09-01	40 months	2025-12-31

## 3. Transition Services cost

The agreed costs along with the payment milestones for Transition Services as per Exhibit 5 – Transition Plan are set out in the table below.

Milestone Description	Milestone Invoice Date	Cost (USD)
“Any key milestone”	N/A	N/A
End of Service Transition	N/A	N/A
<b>Total</b>	<b>Total</b>	<b>N/A</b>

## 4. Operations cost

4.1 The agreed monthly costs for the Services are set out in the table below. All costs are in USD.

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Not Applicable



4.2 The estimated Monthly Costs for the Managed Capacity are set out in the table below. The estimated Monthly Cost are calculated based on the roles and volumes defined in Exhibit 1 (Baseline) to this Service Object and the hourly rates defined in Exhibit A to Appendix L (Rate card). If any conflict between the table below and the Exhibit 1 and the Exhibit A to Appendix L, then the Exhibit 1 and the Exhibit A to Appendix L will prevail.

<b>Month</b>	<b>Estimated Monthly Cost (USD) for Managed Capacity</b>
September 2022	\$190,099.13
October 2022	\$190,099.13
November 2022	\$190,099.13
December 2022	\$190,099.13
<b>Total September 2022 – December 2022</b>	<b>\$760,396.53</b>
January 2023	\$190,099.13
February 2023	\$190,099.13
March 2023	\$190,099.13
April 2023	\$190,099.13
May 2023	\$190,099.13
June 2023	\$190,099.13
July 2023	\$190,099.13
August 2023	\$190,099.13
September 2023	\$190,099.13
October 2023	\$190,099.13
November 2023	\$190,099.13
December 2023	\$190,099.13
<b>Total Januray 2023 – December 2023</b>	<b>\$2,281,189.58</b>
January 2024	\$190,099.13
February2024	\$190,099.13
March 2024	\$190,099.13

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April 2024	\$190,099.13
May 2024	\$190,099.13
June 2024	\$190,099.13
July 2024	\$190,099.13
August 2024	\$190,099.13
September 2024	\$190,099.13
October 2024	\$190,099.13
November 2024	\$190,099.13
December 2024	\$190,099.13
<b>Total January 2024 – December 2024</b>	<b>\$2,281,189.58</b>
January 2025	\$190,099.13
February 2025	\$190,099.13
March 2025	\$190,099.13
April 2025	\$190,099.13
May 2025	\$190,099.13
June 2025	\$190,099.13
July 2025	\$190,099.13
August 2025	\$190,099.13
September 2025	\$190,099.13
October 2025	\$190,099.13
November 2025	\$190,099.13
December 2025	\$190,099.13
<b>Total January 2025 – December 2025</b>	<b>\$2,281,189.58</b>

## 5. Total Bonus Value

The Service Bonus Model and the calculation of the Bonus Value is defined in Appendix F, Section 5. The Total Bonus Value for this Service is defined as:

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- As 4% of the Monthly Cost, defined in Section 4.1 above. (i.e. the Total Bonus Value is the span between 96% – 100% of the Monthly Cost)

## 6. Invoicing Terms

The invoicing and payment terms monthly retroactive, as set out in Appendix L to the Agreement, will apply.

## 7. Special terms

1. Service Bonus is applicable for fixed spend deliveries
2. Calibration period: Antarctica Bars and HCL agree to a 6 months calibration period for arriving at acceptable and target service level for all KPIs including Resources fulfillment & attrition KPIs. These recalibrated levels are to be jointly agreed at the product area level and discussions supported by VE lead & procurement
3. For Attrition KPI measurement it will be only applicable for designated & dedicated resources working for fixed delivery

The following roles and rate bard have been mapped to the DEV capacity. For each DEV, role the mapping and appropriate rate would be mutually discussed and agreed before onboarding

Role	Competence	Sweden SEK/h	Belgium EUR/h	Charleston USD/h	Shanghai RMB/h	India USD/h
Agile Coach	Competent	1,032.47	NA	NA	NA	36.75
Agile Coach	Proficient	1,203.09	NA	NA	NA	43.94
Agile Coach	Expert	1,801.68	NA	NA	NA	60.02
Application Technology	Novice	683.69	NA	NA	NA	15.54
Application Technology	Advance Beginner	800.00	75.00	90.00	300.00	21.00
Application Technology	Competent	893.17	90.00	100.00	350.00	28.37
Application Technology	Proficient	998.77	102.72	115.50	410.74	36.75
Application Technology	Expert	1,085.14	120.00	144.37	513.42	38.30
Architect, Infrastructure	Competent	803.05	71.93	92.46	425.00	31.14
Architect, Infrastructure	Proficient	1,003.81	89.92	114.42	525.00	38.92
Architect, Infrastructure	Expert	1,355.14	121.00	150.00	750.00	52.54
Architect, Software	Competent	1,030.93	95.00	110.46	395.96	38.00
Architect, Software	Proficient	1,288.66	120.00	130.00	450.00	65.00

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<b>Exhibit 2 - Pricing</b>			<b>7 (8)</b>
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Architect, Software	Expert	1,739.69	140.00	189.77	668.18	65.00
Automation Tester	Novice	690.39	NA	NA	NA	20.00
Automation Tester	Advance Beginner	719.98	NA	NA	NA	22.00
Automation Tester	Competent	803.81	85.00	100.00	380.31	27.00
Automation Tester	Proficient	1,004.76	110.00	130.00	460.00	40.08
Automation Tester	Expert	1,356.43	150.00	180.47	628.50	54.11
Business Analyst	Expert	1,652.28	156.97	210.00	707.81	68.19
Business Analyst (strategy/process oriented)	Expert	1,657.00	157.00	215.00	707.81	68.19
Business Intelligence Engineer	Expert	1,652.28	156.97	215.00	650.00	68.19
CAD/PLM Developer	Novice	719.98	NA	NA	NA	15.20
CAD/PLM Developer	Advance Beginner	803.81	NA	NA	NA	30.57

CAD/PLM Developer	Competent	838.29	90.00	112.46	400.00	36.75
CAD/PLM Developer	Proficient	1,047.86	115.00	140.57	450.00	39.50
CAD/PLM Developer	Expert	1,414.61	150.00	189.00	550.50	62.00
Data Engineer	Expert	2,053.89	200.00	225.00	750.00	62.00
Dev Ops Engineer	Novice	719.98	NA	NA	NA	24.91
Dev Ops Engineer	Advance Beginner	803.81	NA	NA	NA	29.40
Dev Ops Engineer	Competent	838.29	90.00	111.33	410.09	36.96
Dev Ops Engineer	Proficient	1,047.86	115.00	135.00	463.96	57.75
Dev Ops Engineer	Expert	1,414.61	155.00	189.00	626.35	77.96
Digital Architect	Expert	1,652.28	157.00	219.00	662.93	78.04
Engineer - Legacy	Expert	1,280.65	130.00	200.00	690.45	47.84
Engineer - Middleware/Database	Expert	986.63	87.74	154.50	549.41	43.97
Full Stack Developer .net/java	Novice	803.83	NA	NA	NA	24.91
Full Stack Developer .net/java	Advance Beginner	838.29	NA	NA	NA	30.00
Full Stack Developer .net/java	Competent	892.14	100.00	118.01	401.00	36.75

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Full Stack Developer .net/java	Proficient	1,115.17	120.45	149.00	501.83	46.20
Full Stack Developer .net/java	Expert	1,505.48	160.45	201.15	677.48	65.00
iSeries Technical Specialist	Competent	719.69	65.78	78.75	251.74	26.25
iSeries Technical Specialist	Proficient	899.61	82.22	97.45	314.67	32.81
iSeries Technical Specialist	Expert	1,214.47	111.00	132.89	424.81	44.30
PLM Architect	Proficient	992.27	100.00	130.00	475.15	36.75
PLM Architect	Expert	1,339.56	130.00	177.19	609.28	49.61
Product Creation Application Engineering	Competent	838.92	NA	NA	NA	27.30
Product Creation Application Engineering	Proficient	1,048.65	NA	NA	NA	34.13
Product Creation Application Engineering	Expert	1,415.67	NA	NA	NA	46.07
Product Manager	Expert	1,971.65	NA	NA	NA	74.77
Product Owner	Expert	2,205.14	NA	NA	NA	69.97
Project/Program Manager	Expert	2,200.14	165.55	225.00	850.00	69.97
RTE	Expert	974.23	NA	NA	NA	39.97
Scrum Master	Expert	2,000.00	155.25	225.65	800.98	65.00
Software Engineer	Expert	1,171.39	120.00	142.88	503.67	68.19
Software Engineer - Legacy	Expert	1,215.52	125.63	160.46	606.77	45.00
Testing	Competent	596.69	70.57	79.38	275.00	20.97
Testing	Proficient	745.87	84.00	98.23	353.53	26.21
Testing	Expert	1,006.92	110.00	133.95	477.27	35.00
User Interface/Experience	Competent	1,218.04	145.00	150.00	525.00	32.00
User Interface/Experience	Advanced Beginner	1,143.51	NA	NA	NA	21.02
User Interface/Experience	Proficient	1,522.55	170.00	175.00	625.00	43.96
User Interface/Experience	Expert	2,100.03	225.00	250.00	850.00	62.00
Visual Designer	Competent	1,199.95	NA	NA	NA	36.00
Visual Designer	Proficient	1,500.00	NA	NA	NA	44.96
Visual Designer	Expert	2,100.03	NA	NA	NA	62.00

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## 1. Contact persons

Purchaser's key commercial contact for the Service(s) will be:

Lisa Jonsson ([lisa.jonsson@Antarticabars.com](mailto:lisa.jonsson@Antarticabars.com)) - +46 72 88 70607

Supplier's key commercial contact for the Service(s) will be:

Subin Matthew Tomas ([subinmathew.thomas@hcl.com](mailto:subinmathew.thomas@hcl.com)) - +46 730538860

21 February 2022

**EXHIBIT 3 – DATA PROCESSING****DESCRIPTION OF PROCESSING ACTIVITIES**

**NAME OF PROCESSING ACTIVITY(IES): IT SERVICES (UNDER MASTER SERVICE AGREEMENT)**

**1. SCOPE, TYPE AND PURPOSE OF THE INTENDED COLLECTION, PROCESSING OR UTILIZATION OF PERSONAL DATA, KIND OF PERSONAL DATA, CATEGORIES OF DATA SUBJECTS AND ROLES OF THE PARTIES:**

**Scope & Purpose**

Supplier will process personal data as necessary to perform IT Services pursuant to the Agreement and its appendices, and as further instructed by Antarctica Bars in its use of the Services including but not limited to application maintenance, application development and Infrastructure Services.

IT Services consist of among other things the following activities in relation to personal data: [use of personal data to set up, operate, monitor and provide the Services (including support), provision of consulting services; upload any fixes or upgrades, back up of personal data; computer processing of personal data, including data transmission, data retrieval, data access; execution of instructions of Antarctica Bars in accordance with the Agreement.

**Roles**

Antartica Bars is Controller and the Supplier is Processor

**Type of personal data and categories of data subjects**

The supplier (Processor) will for the applicable Service process personal data described in column “Data Element” in Attachment A to this document.

Data Subjects for the applicable Service are described in column “Data Subject” in Attachment A to this document.

**2. DURATION OF THE PROCESSING OF PERSONAL DATA:**

The processing activity will continue for as long as the Agreement is valid and for a period of three (3) months thereafter to allow the Processor to erase or retransfer the personal data.

**3. ADDITIONAL INSTRUCTIONS:**

N/A

21 February 2022

**4. PLACE OF PROCESSING:**

Personal data will for the applicable Service be processed at the locations described in column “Hosting location” and “Additional country” in Attachment A to this document.

**5. TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES:**

Refers to Appendix H and Appendix O (Antartica Bars Minimum Cybersecurity Requirement), which covers this area

**6. SUB-PROCESSORS:**

Personal data will for the applicable Service be processed by sub-processors as described in column “3-rd party details” in Attachment A to this document

**7. ATTACHMENTS:**

Attachment A: DPA data form



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## Exhibit 4

### Under the Service specification for O365 DevOps

Regarding: Optimisations, Transformation and one-time tasks

Confidential

Date: 2022-06-28



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Optimisation, transformation and one-time tasks	2 (3)
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	Issue 1.0
Issuer	Date 2022-06-28
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2. Optimisation .....	3
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Optimisation, transformation and one-time tasks		3 (3)	
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Issuer		Exhibit	

## 1. General

This Exhibit is a part of the Master Services Agreement between the Purchaser and the Supplier. The document details tasks that can or will be performed by the Supplier and that is of a one-time nature. It outlines the different Optimisation tasks the Supplier plans to perform as well as the offered Transformation ideas. Finally it contains tasks of a one-time nature but that for some reason is not part of the Transition.

It shall not in any way be interpreted as exempting the Supplier from performing the necessary actions to fulfil all requirements in the Service Object Service Specification. If there is a conflict between this Exhibit and the overarching view of the Delivery in the Service Object Service Specification, the Service Object Service Specification shall prevail.

## 2. Optimisation

The Supplier shall list all Optimisation activities that are to be performed by the Supplier. The purpose of the list is to make the Purchaser aware of the planned activities and make it possible for the Purchaser to follow up these activities.

For planned Optimization activities, If any, please refer section section 3.1 of the Service Object Specification for O365 DevOps.

## 3. Transformation

The Supplier shall include a description of all Transformation activities offered by the Supplier in their bid. N.B. this list is only containing the offered Transformation activities as options for the Purchaser and do not constitute any agreement by the Purchaser to start any of the activities. All activities shall be separately started and ordered by the Purchaser.

For planned Transformation activities, If any, please refer section section 3.1 of the Service Object Specification for for O365 DevOps.



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## **Service Object Specification for Electronic Data Interchange – EDI**

2022-06-30

Confidential



Antartica Bar Corporation

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Antartica Bar - Consumer & Enterprise Digital	Service Object Specification		
Name of document	Issue	Issue date	Page
<b>Service Object Specification for Electronic Data Interchange – EDI</b>	0.9	2022-01-20	2 (22)

Document revision history			
Date	Version	Major/Minor change	Comment
2021-11-11	0.1	Initial	Structure and initial RFS text.
2021-11-16	0.2	Draft	Pia and Peter suggested update.
2021-12-03	0.5	Updated	Removed redundant data.
2021-12-07	0.6		Adding comments.
2021-12-07	0.7	Major	Final PIs and KPIs updated.
2022-01-11	0.8	Major	Clean and Clear copy after series of discussions.
2022-01-20	0.9	Major	Updated the suggestions from ANTARTICA Businesses and Vendor Management.



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2022-06-20	1.0	Minor	Updated the Baseline figures post discussion with ANTARTICA.
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## 1. Service Object Specification – EDI

### 1.1. Key Contacts

Supplier has appointed the following roles as contact persons

Supplier technical contact role (at the commencement of the agreement):

Rama Krishna Kishore Buddha Varapu - ramakrishnab@hcl.com

Supplier commercial contact role (at the commencement of the agreement): Subin

Mathew Thomas – subinmathew.thomas@hcl.com

The Purchaser has appointed the following roles as contact persons:

Purchaser technical contact role Product Area Lead (at the commencement of the agreement):

Jakob Arvidsson – jakob.arvidsson@Antarticabars.com

Purchaser commercial contact role (at the commencement of the agreement): Lisa

Jonsson - [lisa.jonsson@Antarticabars.com](mailto:lisa.jonsson@Antarticabars.com)



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## 2. Electronic Data Interchange – EDI

### 2.1. General

The service provides EDI capabilities for both internal and external applications, this includes supporting application teams with knowledge, development, and operational support.

The EDI service is crucial to the Purchaser. Any interruptions of the services are immediately felt within the Purchasers organisation and therefore the expectations are very high on the operational stability and delivered quality. Stakeholders for this service can be found throughout the Purchasers organization, within IT/Digital, Manufacturing, Supply Chain Logistics, Finance and more. To keep an open and constant dialogue with the different stakeholders is key in understanding end user requirements as well as short- and long-term goals for the service.

### 2.2. EDI as a Service

This service enables business partners to connect processes across boundaries. The service provides efficient interaction with the Purchaser's external trading partners and enables business growth and cost reduction by better managed business processes in interaction with an extended enterprise.

The service provides expertise, technical infrastructure, integration maintenance and support to deliver a cost efficient and reliable solution.

The EDI service offers functionalities including:

- Connectivity (also for non-EDI scenarios)
- Conversion
- Routing
- Transformation
- Value translation
- Business process integration

#### 2.2.1. Purpose / Use of service

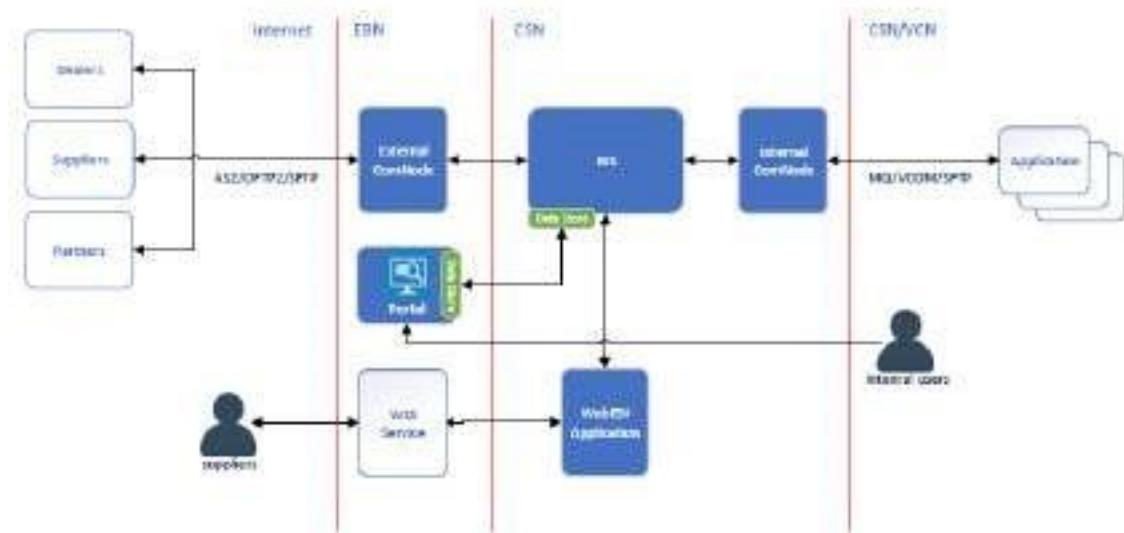
Electronic Data Interchange (EDI) is the transfer of structured data, by agreed message standards, from one trading partner to another trading partner using automated methods.



The service is designed to allow fast and efficient Roll Out of EDI and B2B integrations between the customer and their business partners. The service enables the customer to exchange and translate business information by supporting a wide range of industry standards and communication

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protocols suitable, and now in use for B2B communication. The service also provides traceability and visibility for the implemented integrations.



### 2.2.2. EDI service Deliverables

The main deliverables of the service are the assurance that a reliable and managed service is in operation between the Purchaser and its business partners, enabling the operation of business processes across boundaries. The assurance is built on the use of protocols and document formats agreed with Purchaser. The service is operated with skilled expertise, managed infrastructure, integration maintenance and support.

EDI Service is based on:

- A comprehensive infrastructure needed to
  - exchange B2B and EDI Integration transactions with partners
  - translate business documents between any of the many standards now in use
  - provide reporting and visibility into business processes and extended networks
- A best-practice process for implementing or extending the use of EDI in an organization, managing a trading partner community on an ongoing basis, and quickly and easily bringing new trading partners onto an extended enterprise.



- Skilled professionals with both technical and business expertise who can support and deliver a B2B solution that meets current and future business objectives.

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### 2.3. EDI Service Features

**Connectivity:** The service offers several communication adapters to use and to integrate with the external and internal partners. Currently supported protocols are AS2, FTP, HTTP, MQ, Mail, OFTP2, SAP, SFTP, VCOM.

**Conversion:** Service offers conversion for all supported communication protocols.

**Message Routing:** The service has the capability to route incoming messages to one or several receivers. The sender, receiver and message type are identified by detecting routing information in, or around, the file received. The same information is also used as metadata to search for the message in logs and archives. Information used for routing is collected and based on any or a combination of the relevant criteria.

**Message Verification:** To avoid corrupt messages in the receiving system due to invalid or missing information, the service supports automatic syntax and verification control. Message Verification is done on messages using the Service Runtime Option Message Transformation. The sending party will be notified by e-mail that the message has been rejected due to errors in the message or message structure and that receiving party expects them to correct the message and do a retransmit.

**Transformation:** To mediate transfer to/from different message formats such as EDIFACT, CSV, INHOUSE, XML and database. Transformation requires existing mapping program. For new message formats/versions such mapping needs to be created.

**Value translation:** In some case there is a need for translating values to handle information required by specific formats. Value translation exists together with Transformation. Translation tables needs to be provided by purchaser.

**Business process integration:** Service offers specific behaviour to cover business process during message processing like splitting/merging, additional distribution, archiving etc.

**ENGDAT processing:** ENGDAT is a specification which describes how CAD/CAM files and other engineering data can be transferred electronically between two parties. Each ENGDAT transmission consists of a single EDI message with attached CAD/CAM files, one or more.

**Message Integrity:** To ensure integrity of content within a message, and for ensuring that nonrepudiation of the original message is made within the transfer, the service uses the Signature digest algorithm to generate a Signature on protocol level (OFTP2 or AS2).



**Code page conversion:** Code page conversion enables the possibility to convert the code page of incoming files to a code page understandable and readable to the receiving system. A code page is

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a table of values that describes the character set for encoding a particular language. The service includes several supported code pages.

**Archiving:** Managed archiving according to industry standards. This includes 30- day live data retainment and 180-day message archiving.

**Configuration clean-up:** The service includes monitoring of the use of defined integration configurations. This monitoring enables the service provider to report on and clean-up unused configurations (integrations definitions) to maintain the quality of message transfer. Unused configurations risk failure because of changes in the surrounding environments, like the sending and receiving applications. The time limit and rules for unused configuration clean-up are agreed between Supplier and Purchaser.

**Automatic communication response:** Depending on the communication method/protocol used, the sending party will receive a status response if the file transmission has succeeded or not. It is within the responsibility of the sending party to verify that a communication response is received and to re-transmit in case of a negative response.

**Message Supervision:** Supplier is responsible for the received message after it has arrived from the sender. This responsibility means that the message must either be sent on to the receiver or, if something prevents this transfer, the message must be returned to the sender with explanation why the message could not be sent. Hence, Automated Message Supervision is used to handle Waiting For Transfer (WFT) or Received Not Sent (RNS) situations. In addition, Manual Message Supervision exists for monitoring of errors or delays in implemented business flows not handled by automatic error message, along with retransmission as and when needed (explicit request from Purchaser/Trading Partner).

**Message tracking:** Supplier provides a web-based tool enabling authorized Purchaser users to monitor message routed through the service. This tool offers statistics and reporting functionality for these users. This functionality is based on the retention of live data during a defined period, which is also used as a service restoration aspect.

**WebEDI:** WebEDI provides EDI interaction with partners not able to connect to the EDI platform using traditional EDI. This enables a fully automated process for the Purchaser regardless of the EDI ability of the external partner. WebEDI is a secure web-based application that supports defined EDI processes. It enables the business partners to receive delivery schedules, orders, self-billing invoices. The application also permits the user to print transport labels, send confirmations, dispatch advice. The WebEDI application supports the English and Mandarin language. WebEDI e-learning is provided



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in English and Mandarin. All functionality within the application is based on central, process driven rules set by Supplier.

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#### 2.4. Service dependencies

Purchaser should secure an integration to/from the EDI service to/from their internal systems/applications that will send/receive information via the EDI service.

External communication with external partners is provided in the service. This means that the Purchaser's external Trading Partner needs to keep their integration active for EDI Services, to deliver the information sent by the Purchaser. The external partner's system / application / communication is not under the responsibility of Supplier.

#### Purchaser's responsibility

The purchaser is required to provide:

- Active assistance in setting up cooperation with their Trading Partners.  Active assistance in setting up the EDI connections.
- Continuous assistance in updating EDI connections, contact details etc.
- Adherence to industry standards.

#### 2.5. EDI OneTime Delivery

EDI OneTime Delivery provides a set of activities and capabilities for both internal and external Applications/Partners such us:

- Set up of Internal flows, JIT/JIS flows, Outbound flows, FTP accounts etc.
- Project support
- Support in investigation and testing of new integrations
- New mapping programs development and updates of the existing mappings  Support with EDI knowledge

Requests in this area are placed through ServiceNow EDI OneTime Request form.

#### 2.6. EDI Partner Onboarding (RollOut/Implementation)

This service consists of onboarding new Trading Partners of Purchaser into EDI platform following agreed process as to message formats, steps to be performed and timelines.



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Following activities are handled in scope of onboarding services:

- Regular EDI DELFOR/DELINS and DESADV/AVIEXP
- Email schedules
- WebEDI (DELFOR/DELINS and DESADV/AVIEXP, ORDERS)
- Self-Billing Invoice (SBI)
- ENGDAT
- Reverse Flows
- Internal setups for existing mappings
- System changes
- Quality Assurance for ASN,s and labels

It should be worth noting that the Supplier is able to distinguish the normal Operations from Onboarding/RollOut issues related to the Implementation activities versus Testing activities.

## 2.7. EDI Operations

EDI Operations cover Operations both platform maintenance and Partner support.

Platform maintenance consists of:

- Ensuring and continuously improve reliability and availability of EDI application and interfaces
- Incident and problem handling
- Monitor, analyze and resolve performance issues
- Lifecycle management of the platform according to vendor and internal supplier guidelines/best practice
- Monitoring and maintaining application components/resources needed for day-to-day operation of the platform, including certificate management, map tables, contact details etc.

Partner Support is a helpdesk providing support to Purchaser and his partners through e-mail and telephone. The support is offered in English.

Partner Support activities include:



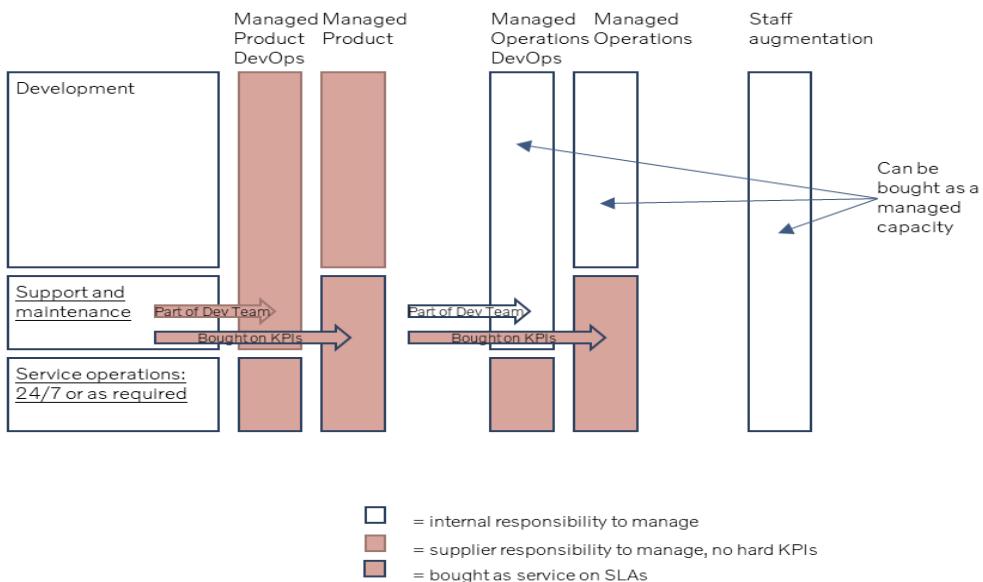
- Questions regarding:
- error messages on stopped files (see Message Verification)

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- communication setup and issues
- Functional Description - Request for:
- Removal of files
- Retransmission
- Error Investigation

## 2.8. Operating Model

The Purchaser intends the EDI Service delivery to be aligned with Managed Product as suggested by the purchaser as below.



The One-time Development requests will be managed through Purchaser's ServiceNOW Requests and will be fulfilled through the Development Purchase Order.

The partner onboarding requests will be considered as a part of Fixed price operations Purchase Order. All Operations activities (Partner support & platform maintenance) will be a part of the Fixed Price operations Purchase Order.



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## 2.9. Requirements

ID	Category	Requirement description
EDI-1	<b>SLA – EDI One Time Request Assignment</b>	The Supplier shall assign an EDI OneTime request initiated through purchaser's ServiceNOW to the respective team members within the same working day, or the following working day in case of the requests raised over the Week-Offs or on holidays.
EDI-2	<b>SLA – EDI One Time Request Response</b>	<p>The supplier shall Analyze and Identify the scope of EDI OneTime Request including the Stakeholders of that request within 2 working days, from the date request is received. Suppliers should be able to communicate to the requester/Stakeholders for missing information as needed. The response from the Supplier must include the further course of action for the requester and stakeholders accordingly, if needed.</p> <p>If the requester is unable to supply the information needed, then it should be brought to immediate attention of EDI PO for further assistance.</p>
EDI-3	<b>SLA – EDI One Time Request Response (complex)</b>	<p>The Supplier shall be able to deliver a pre-study or Analysis to a project or the Stake Holders within ten working days. Any exceptions shall be agreed with the requester and the Product Owner.</p> <p>The pre-study or Analysis shall be delivered, and the result shall be easily understood by the requestor and include a first design of the solution proposed.</p> <p>Such requests will be fulfilled on T&amp;M.</p>
EDI-4	<b>SLA – EDI One Time Request (Resolution)</b>	The Supplier shall be able to finish the agreed solution within the agreed period as captured in the ITSM Tool for better clarity and transparency, if for some reason the requestor is not able to respond or confirm the Delivery of solutions then a third strike rule shall be applied and should close the request. However, after 2 follow ups it may be discussed and brought to the notice of the EDI PO before getting it closed.
EDI-5	<b>Onboarding requests SLA</b>	The Supplier shall maintain a Functional mailbox for receiving partner onboarding requests that shall be responded to within 2 working days.
EDI-6	<b>Governance</b>	The Supplier shall provide one SPOC for escalations regarding incidents and problem tickets. Escalation Matrix should be updated over the Purchasers SharePoint and related KB Articles.
EDI-7	<b>General</b>	The Supplier shall be able to assign a skilled Team Member to facilitate projects that need some troubleshooting while execution. The supplier shall be able to provide such resources against a service request.



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EDI-8	<b>General</b>	The Supplier shall provide networking capabilities with other Value-Added Network (VAN) providers to facilitate communications with partners that are connected to other VAN providers.
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Organization Antartica Bar - Consumer & Enterprise Digital	Type of document Service Object Specification
Name of document <b>Service Object Specification for Electronic Data Interchange – EDI</b>	Issue 0.9      Issue date 2022-01-20      Page 13 (22)

EDI-9	<b>General</b>	The Supplier shall provide an onboarding service which is well defined and clearly documented, reports on progress and how long time each individual step has taken should be presented regularly to the Purchaser or the Stake Holders.
EDI-10	<b>General</b>	The Supplier shall provide a WebEDI solution for partners that do not have their own Traditional EDI solution.
EDI-11	<b>General</b>	The Supplier shall provide a partner support with 24x7 support in English.
EDI-12	<b>General</b>	<p>The Supplier shall provide one resolver group that is responsible for any EDI Solutions or EDI Flows related incidents (If different internal teams and subcontractors are involved this shall not negatively impact and will not be reflected in the SLA or on the end User/Owner of the incident). Supplier shall work in the Purchaser's ITSM Tool, and all updates/communication shall be documented there.</p> <p>Supplier can have multiple groups in the ITSM tool, the SLA calculation is determined at the product level.</p>
EDI-13	<b>General</b>	<p>The Supplier shall be capable of providing proficient resources:</p> <ul style="list-style-type: none"> <li>• EDI Architectural support</li> <li>• Testers for assisting in end-to-end testing of integrations involving EDI Flows.</li> <li>• Business analysts or EDI Architects for assisting in end-to-end development of integrations. This entails everything pertaining to the integration, such as assisting the project with network related changes, configuration of monitoring for the integration, managing of end-to-end testing both internally and externally.</li> <li>• Hyper bare from deployment perspective including the availability of the developers during go live phase. This also includes availability during off hours or go-live phases of any solutions or projects. Such request shall be informed during the project planning phase and factored for in the RITM.</li> </ul>
EDI-14	<b>General</b>	<p>The Supplier shall provide EDI Solutions management which includes</p> <ul style="list-style-type: none"> <li>• Minor changes such as changes in network addresses, username/password and expired certificates shall be included in EDI Solutions management for existing integrations and EDI Flows</li> <li>• Maintaining documentation shall be included when infrastructural and minor changes occur.</li> </ul>



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EDI-15	<b>General</b>	The Supplier shall have a clear and well-defined process for onboarding new EDI Solutions or integration technology/platform into the service which should be agreed with Purchaser before being put in full-scale production.  The process should be clearly documented along with the Implementation Steps to introduce a new Solution/component that should be easy to follow.
EDI-16	<b>General</b>	The Supplier is responsible for providing and maintaining a portal with the necessary documentation, specifications, contact information and guidelines for

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<b>Service Object Specification for Electronic Data Interchange – EDI</b>	0.9	2022-01-20	14 (22)

		the Purchaser's Trading Partners. This portal shall contain all the information needed to understand how the Purchaser implements EDI and the required steps for the Trading Partners to complete during onboarding. The supplier is responsible for maintaining this portal and performing SEO to enable Trading Partners to easily find this portal.
EDI-17	<b>General</b>	A label verification function should be provided with the hardware and software needed to perform needed label verification for new trading partners or in case of any modifications.
EDI-18	<b>General</b>	All documentation including Runbooks or guidelines produced to maintain and operate the service and develop EDI integrations, shall be maintained regularly in the tools provided by the Purchaser for this purpose.
EDI-19	<b>Monitoring</b>	The Supplier shall monitor all EDI Flows and related integration endpoints. Any disturbances within the platform related to message flow shall trigger an alert and the Supplier is responsible for raising an incident towards the affected team.
EDI-20	<b>Monitoring</b>	The Supplier shall monitor incoming and outgoing connectivity with external organizations. Communication failures should trigger an action to remedy the problem and shall be driven by the Supplier towards the external organization. Any such issue should be logged under the Incident too.
EDI-21	<b>Monitoring</b>	The Supplier shall be able to manage error situations and coordinate with external partners and handle retries or submissions of failed messages/transactions and notifications to purchaser's Trading Partner or Material Suppliers when errors occur. Supplier shall propose solutions to avoid the repetition of similar incidents.
EDI-22	<b>Monitoring</b>	The Supplier shall monitor all messages and in case of messages failing or stuck messages shall immediately trigger an automated notification to Trading Partners. In the event of notification delivery failure, supplier should take action to define correct recipient of the notification. If the supplier is not able to define the correct recipient, it should be brought to EDI PO's notice to determine if any immediate attention is needed from other Purchaser's Team or Stakeholders.



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EDI-23	<b>Documentation availability on VIP Portal</b>	<p>Documentation around EDI needs to be done in 2 phases:</p> <p><b>Phase01:</b> The Supplier shall provide easy to understand and complete documentation of the EDI integrations / solutions and flows that exist within the Purchaser's environment.</p> <p>The document should include:</p> <ol style="list-style-type: none"> <li>1. Both sending and receiving systems at the Purchaser and external organizations / partners.</li> <li>2. Which messages are sent and to whom including any other mapping information.</li> </ol>
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		<p>3. Easy to understand and complete guidelines of how the EDI messages are mapped.</p> <p>This documentation should exist over the Purchaser's SharePoint.</p> <p><b>Phase02:</b> The supplier shall specify the timeline by which all existing relevant documentation will be moved to the VIP.</p> <p>The status of documentation to VIP needs to be tracked through Monthly Status Reporting according to the agreed targets.</p> <p>The plan, timeline and efforts needed for moving the existing documentation and for creating new documentation on VIP portal shall be mutually agreed between the purchaser and supplier.</p> <p><b>Milestones:</b> Dec – 2022: Internal mapping specifications – Prio 1-4 ready by ed of December 2022 and available in ANTARTICA SharePoint</p>
EDI-24	<b>ITSM tool</b>	The incident management, change process and service requests should be integrated into ITSM tools of the Purchaser.
EDI-25	<b>Access Control</b>	The Supplier shall have a documented process for on-boarding and off-boarding of resources within the service whenever they join or leave the team.

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### 3. KPIs

### 4. PIs

KPI	Category	Name	Definition	Calculation measure		How to level	Acceptable Target		Weightage	Measuring Period
							level	Level		
KPI 1	SLA	Time to delivery of EDI OneTime requests in ServiceNow	Delivery of the solution meets the expected production date expressed in "Needed in Production date"	Date of Status=Delivered equals or is less than Needed in Production date for at least 80% of requests closed within a month	Report from ServiceNow	80%	100%	50%	Monthly	
KPI 2	Documentation	Internal mapping specifications	Documentation as expressed in requirement EDI-23 with milestones defined	Monthly milestones on internal specifications creation based on priority	Report on monthly milestones	100%	100%	50%	Monthly	

PI	Category	Name	Definition	Calculation		How to measure	Acceptable level	Target Level	Weightage	Measuring Period
PI 1		Service Uptime BIS Platform	Measure and report uptime on BIS Platform and related Services or components. This excludes any downtime caused by applications or infrastructure elements outside the control of the Supplier as classified under the ITSM process.  This excluded agreed maintenance windows.	Minutes of downtime divided by total minutes during month		TCAM transaction that runs every 5 minutes via ServiceNow and BPPM	100%	NA	NA	Monthly

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PI 2	Service Uptime WebEDI	<p>Measure and report uptime on WebEDI application and related Services or components. This excludes any downtime caused by applications or infrastructure elements outside the control of the Supplier as classified under the ITSM process.</p> <p>This excluded agreed maintenance windows.</p>	Minutes of downtime divided by total minutes during month	TCAM transaction that runs every 5 minutes via ServiceNow and BPPM	100%	NA	NA	Monthly
PI3	Lifecycle management	Maintain and document the lifecycle of the platform for all supported technologies, all nodes and servers shall be on a supported latest version in line with vendor recommendation.	Based on vendor recommendation	Monthly report	Latest version in line with product/vendor recommendation	NA	NA	Monthly
PI4	Resources	Assign resources for activities/investigations from the existing resource pool in EDI Solutions area	The day the resource was requested (EDI One Time Request) till the day it was assigned	Monthly report	5 working days	NA	NA	Monthly
PI5	Communication adapters uptime	Uptime of different communication adapters (OFTP2, AS2, MQ, SFTP, VCOM etc.)	Number of successful heartbeats compared to all heartbeats processed for one month	Heartbeats for each protocol running every 10 minutes	100%	NA	NA	Monthly

For all KPI & PI all historical data and trends shall be available.

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## 5. Reports

Name	Frequency	Content	How
<b>Revision of WebEDI elearning</b>	Yearly	The supplier shall perform a yearly audit and revision of WebEDI e-learning.	The Supplier shall manage and send invitations to stakeholders
<b>Revision of EDI documentation</b>	Biannual	The supplier shall perform a biannual audit and revision of documentation (as expressed in EDI-23) in the purchaser's repository. This shall be presented in a report including a time plan for any necessary work that needs to be performed after the audit, this plan shall be reported on in the monthly follow-up until completion.	Dedicated forum for this purpose which the Supplier shall manage and send invitations to stakeholders.
<b>Revision of service runbooks</b>	Quarterly	The supplier shall perform a quarterly audit of all runbooks for the existing EDI service. The status of the audit shall be reported in the monthly service report.	Shall be an appendix to the monthly report.
<b>Revision of service KB articles</b>	Quarterly	The supplier shall perform a quarterly audit of all knowledge articles owned by the application integration service for the existing integration components. The status of the audit shall be reported in the monthly service report	Shall be an appendix to the monthly report.
<b>Team Member Onboarding/Off boarding</b>	Monthly	There should be documents present in Purchasers SharePoint that could explain about the Processes and WOWs for the onboarding/offboarding. Progress can be highlighted or apprised through the Weekly Meetings and Reports, or else it should be maintained in the Monthly Status Report along with the Attrition plans.	Monthly Status Report.
<b>Number of ageing requests</b>	Weekly	Number of EDI OneTime Requests that are approaching the Needed in production date.	Weekly Status Report via weekly meeting.
<b>Transmission Time and the Processing Time</b>	Monthly	Time for Message Format conversion or Mappings and another one for the Processing time.	Should be captured in Monthly reports.
<b>Continuous service improvements</b>	Quarterly	It should include a description of the improvement, including analysis of the costs and savings (time or	Via monthly Status Reporting through an agreed RoadMap.

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		money) that will be associated with implementing the change.	
<b>Revision of external contacts</b>	Yearly	<p>The supplier shall perform a yearly audit of contact details for the external parties that the purchaser integrates with in the purchaser's repository. This shall be presented in a report including a time plan for any necessary work that needs to be performed after the audit, this plan shall be reported on in the monthly follow-up until completion.</p> <p>This work is included in the base cost of the operations and shall not be charged on T&amp;M, any new EDI Solutions introduced after the signing of the contract shall have the technical contacts registered via the development service where it is done on T&amp;M or the automatically using the EDI Solutions like but not limited to CCA and CMA in current scenario.</p>	<p>Dedicated forum where this shall be presented together with the SCRP.</p> <p>The Supplier shall manage and send invitations to stakeholders, and it shall be held early December each year.</p>
<b>Financial status report</b>	Monthly	The supplier shall provide a monthly report that makes all costs traceable to the original request or via the asset management report. It shall be possible to trace the costs especially in case of T&M.	Shall be an appendix to the monthly report.
<b>Attrition Report</b>	Monthly	<p>Should be able to capture the upcoming attrition and the plan to handle the situation, if any than it should be tracked through the Weekly Status Meeting else should be fine to follow through the Monthly Status Report.</p> <p>Not agreed if Attrition can be PI.</p>	Monthly reported based on 12 months rolling.
<b>EDI Operations team composition</b>	In event of any member added/removed from the team	Should be depicting the composition of the EDI Operations Team (team members) to be maintained over the Purchaser's SharePoint.	Monthly reported.
<b>Service status report</b>	Weekly & Monthly	The supplier shall provide a status report for the service that shall be done on both a weekly and monthly basis. This report may be backed by multiple sources of information but needs to be presented in a consistent way and any appendixes or external sources need to be summarized in an	Shall be produced in a word or PPT document with a consistent layout and distributed via the collaboration site with a link in an

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	<p>executive form with visual presentation for easy consumption.</p> <p>The weekly report shall contain information on the following (this can change during the service contract):</p> <ul style="list-style-type: none"> <li>• Summary of incidents broken down on EDI Solutions or EDI Flows or related component</li> <li>• Summary of problems and progress on tasks with target dates</li> <li>• Summary of new EDI Solutions or EDI Flows requests and ageing EDI OneTime requests</li> <li>• List of any certificates that are about to expire and where they are in the renewal process.</li> <li>• Communication plan for any anticipated issues or planned activities.</li> </ul> <p>In addition to presenting a combined view of the weekly reports for the period the monthly report shall contain information on the following (this can change during the service contract):</p> <ul style="list-style-type: none"> <li>• Full report on all PI/KPI.</li> <li>• Lifecycle report includes a list of any components that need to be upgraded and where they are in the upgrade process.</li> </ul> <p>Capacity report or load that includes a list of any components that need to be managed capacity wise to not jeopardize operational stability.</p>	<p>email to all stakeholders.</p> <p>In addition to this is shall serve as the underpinning material for the weekly status meetings and in the monthly status meeting with the PO and other stakeholders as needed.</p>
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For all KPI & PI all historical data and trends shall be available.



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## 5.1. Baseline

The following Exhibits exists for the Service Object Specification:

Exhibit 1 Baseline – 7 criteria

EDI	Total
Trading Partner Internal	94
Trading Partner External	3635
Trading Partners External Web EDI	1065
Message Type	324
Mapping Programs	373

+Monthly message transactions – 1 000 000

- Exhibit 2 Detailed pricing
- Exhibit 3 Data processing
- Exhibit 4 Optimizations, transformations and one-time tasks (revisit)
- Exhibit 4a Optimizations, transformations and one-time tasks - Time Plan
- *Exhibit 5 Transition plan*
- *Exhibit 5a Transition plan – Transition Approach*
- *Exhibit 5b Transition plan – Transition Phases*
- *Exhibit 5c Transition plan – Acceptance Criteria*
  
- The scope and the baseline are governed by the baseline details listed in Section 5.1. Volume variance from the baseline of more than +/- 10% gives each party the right to request for the discussion on the impact and post agreement the request



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should be documented. When both parties agree, a change note should be created, signed and implemented.

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## 6.0 Exhibits

The following Exhibits exists for the Service Object Specification:

Exhibit 1 – Baseline: Refer EDI SO under Section 5.1 for Baseline

Exhibit 2 – Pricing: Refer HCL SO - Exhibit 2 –Pricing.docx”

Exhibit 3 – Data Processing: Refer HCL SO - Exhibit 3 - Data Processing.pdf”

Exhibit 4 – Optimization, Transformation & One Time Tasks: Not Applicable Refer Optimization , Transformation & One time tasks.docx

Exhibit 5 – Transition Plan: Not Applicable

Exhibit 6 - Dependencies on other key Service Objects: Not Applicable

Exhibit 7 - Additional services and ramp up: Not Applicable

Exhibit 8 - Subcontractor information: Not Applicable **HCL Technologies Limited**

Harshdeep Arora

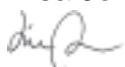
  
Harshdeep Arora (Jun 30, 2022 13:55 GMT+5.5)

Signature field

Date: 2022-06-30

Antartica Bar Corporation

Lisa Jonsson



Jakob Arvidsson

Jakob Arvidsson

Jakob Arvidsson (Jun 30, 2022 10:26 GMT+2)





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## Exhibit 1

### **Service specification for Service Object EDI**

Regarding: Baseline

Confidential

Date: 2022-06-30

Name of document			Page
Exhibit 1 – EDI - Baseline			2 (5)
Type of document	Security class:	Issue	Date
	Confidential		2022-06-30
Issuer			
<b>Pia Krakowski</b>			



### Document revision history

Date	Who	Comment
2022-06-30	Pia Krakowski	V1.0

Name of document			Page
Exhibit 1 – EDI - Baseline			3 (5)
Type of document	Security class: Confidential	Issue	Date 2022-06-30
Issuer		Exhibit	
<b>Pia Krakowski</b>			1



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Type of document	Security class:	Issue	Date
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Issuer	Exhibit		
<b>Pia Krakowski</b>			1



## 1. Introduction

This Exhibit is a part of the Master Services Agreement between the Purchaser and the Supplier. The document details the baseline for the RFS.

It shall not in any way be interpreted as exempting the Supplier from performing the necessary actions to fulfil all requirements in the Service Object Service Specification. If there is a conflict between this Exhibit and the overarching view of the Delivery in the Service Object Service Specification, the Service Object Service Specification shall prevail.

Name of document			Page
Exhibit 1 – EDI - Baseline			5 (5)
Type of document	Security class:	Issue	Date
	Confidential		2022-06-30
Issuer	Exhibit		
<b>Pia Krakowski</b>	1		



## 2. Baseline

EDI	Total
Trading Partner Internal	94
Trading Partner External	3635
Trading Partners External Web EDI	1065
Message Type	324
Mapping Programs	373





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## Exhibit 2 - Pricing

Under the Service specification for Service Object EDI

Confidential

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<b>Exhibit 2 - Pricing</b>			<b>2 (12)</b>
Type of document	Security class:	Issue	Date
Exhibit	Confidential	1.0	2022-06-30
Issuer	Exhibit		
<b>Antartica Bars Corporation</b>			<b>2</b>



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Type of document <b>Exhibit</b>	Security class: <b>Confidential</b>	Issue <b>1.0</b>	Date <b>2022-06-30</b>
Issuer <b>Antartica Bars Corporation</b>		Exhibit <b>2</b>	



## 1. Introduction

This Exhibit is part of the Master Services Agreement between the Purchaser and the Supplier and stipulates the pricing and any special terms applicable to the Services be performed in accordance to the Service Specification for Service Object EDI

## 2. Applicability

This Exhibit 2 applies only to the Service Specification as per the term of services mentioned below.

Service	Commencement Date	Term of Service	End Date of the term
Transition Services as per Exhibit 5 – Transition Plan	Not Applicable	Not Applicable	Not Applicable
Services as per the Service Specification	2022-09-01	40 months	2025-12-31

## 3. Transition Services cost

The agreed costs along with the payment milestones for Transition Services as per Exhibit 5 – Transition Plan are set out in the table below.

Milestone Description	Milestone Invoice Date	Cost (USD)
Not Applicable	Not Applicable	Not Applicable
End of Service Transition	Not Applicable	Not Applicable
<b>Total</b>	<b>Total</b>	Not Applicable

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Issuer <b>Antartica Bars Corporation</b>			Exhibit <b>2</b>



## 4. Operations cost

4.1 The agreed monthly costs for the Services are set out in the table below. All costs are in USD.

<b>Month</b>	<b>Monthly Cost (USD) including Total Bonus Value</b>
September 2022	79,785.45
October 2022	79,785.45
November 2022	79,785.45
December 2022	79,785.45
<b>Total September 2022 – December 2022</b>	<b>319,141.79</b>
January 2023	79,785.45
February 2023	79,785.45
March 2023	79,785.45
April 2023	79,785.45
May 2023	79,785.45
June 2023	79,785.45
July 2023	79,785.45
August 2023	79,785.45
September 2023	76,594.03
October 2023	76,594.03
November 2023	76,594.03
December 2023	76,594.03
<b>Total January 2023 – December 2023</b>	<b>944,659.69</b>
January 2024	76,594.03
February 2024	76,594.03
March 2024	76,594.03
April 2024	76,594.03
May 2024	76,594.03
June 2024	76,594.03

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July 2024	76,594.03
August 2024	76,594.03
September 2024	73,530.27
October 2024	73,530.27
November 2024	73,530.27
December 2024	73,530.27
<b>Total January 2024 – December 2024</b>	<b>906,873.30</b>
January 2025	73,530.27
February 2025	73,530.27
March 2025	73,530.27
April 2025	73,530.27
May 2025	73,530.27
June 2025	73,530.27
July 2025	73,530.27
August 2025	73,530.27
September 2025	73,530.27
October 2025	73,530.27
November 2025	73,530.27
December 2025	73,530.27
<b>Total January 2025 – December 2025</b>	<b>882,363.21</b>

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Issuer <b>Antartica Bars Corporation</b>	Exhibit <b>2</b>		



4.2 The agreed unit costs for the Services are set out in the table below. All costs are in USD

Unit name	Unit measure	Cost per Unit Sept 22 to Aug 23	Cost per Unit Sept 23 to Aug 24	Cost per Unit Sept 24 to Dec 25
Unit 1	pce	Not Applicable	Not Applicable	Not Applicable
Unit 2	pce	Not Applicable	Not Applicable	Not Applicable

4.3 The estimated Monthly Costs for the Managed Capacity are set out in the table below. The estimated Monthly Cost are calculated based on the roles and volumes defined in Exhibit 1 (Baseline) to this Service Object and the hourly rates defined in Exhibit A to Appendix L (Rate bard). If any conflict between the table bellow and the Exhibit 1 and the Exhibit A to Appendix L, then the Exhibit 1 and the Exhibit A to Appendix L will prevail.

Month	Estimated Monthly Cost (USD) for Managed Capacity
September 2022	23,663.91
October 2022	23,663.91
November 2022	23,663.91
December 2022	23,663.91
<b>Total September 2022 – December 2022</b>	<b>94,655.65</b>
January 2023	23,663.91
February 2023	23,663.91
March 2023	23,663.91
April 2023	23,663.91
May 2023	23,663.91
June 2023	23,663.91
July 2023	23,663.91
August 2023	23,663.91
September 2023	23,663.91
October 2023	23,663.91
November 2023	23,663.91
December 2023	23,663.91

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Type of document <b>Exhibit</b>	Security class: <b>Confidential</b>	Issue <b>1.0</b>	Date <b>2022-06-30</b>
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<b>Total January 2023 – December 2023</b>	<b>283,966.96</b>
January 2024	23,663.91
February 2024	23,663.91
March 2024	23,663.91
April 2024	23,663.91
May 2024	23,663.91
June 2024	23,663.91
July 2024	23,663.91
August 2024	23,663.91
September 2024	23,663.91
October 2024	23,663.91
November 2024	23,663.91
December 2024	23,663.91
<b>Total January 2024 – December 2024</b>	<b>283,966.96</b>
January 2025	23,663.91
February 2025	23,663.91
March 2025	23,663.91
April 2025	23,663.91
May 2025	23,663.91
June 2025	23,663.91
July 2025	23,663.91
August 2025	23,663.91
September 2025	23,663.91
October 2025	23,663.91
November 2025	23,663.91
December 2025	23,663.91
<b>Total January 2025 – December 2025</b>	<b>283,966.96</b>

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Type of document <b>Exhibit</b>	Security class: <b>Confidential</b>	Issue <b>1.0</b>	Date <b>2022-06-30</b>
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## 5. Total Bonus Value

The Service Bonus Model and the calculation of the Bonus Value is defined in Appendix F, Section 5. The Total Bonus Value for this Service is defined as:

- As 4% of the Monthly Cost, defined in Section 4.1 above. (i.e. the Total Bonus Value is the span between 96% – 100% of the Monthly Cost)

## 6. Invoicing Terms

The invoicing and payment terms monthly retroactive, as set out in Appendix L to the Agreement, will apply.

## 7. Special terms

- Service Bonus is applicable for fixed spend deliveries
- Calibration period: Antarctica Bars and HCL agree to a 6-month calibration period for arriving at acceptable and target service level for all KPIs including Resources fulfilment & attrition KPIs. These recalibrated levels are to be jointly agreed at the product area level and discussions supported by VE lead & procurement.
- For Attrition KPI measurement it will be only applicable for designated & dedicated resources working for fixed delivery.

Role	Competence	Sweden SEK/h	Belgium EUR/h	Charlest on USD/h	Shangha i RMB/h	India USD/h
Agile Coach	Competent	1 032,47	NA	NA	NA	36,75
Agile Coach	Proficient	1 203,09	NA	NA	NA	43,94
Agile Coach	Expert	1 801,68	NA	NA	NA	60,02
Architect, Infrastructure	Competent	803,05	71,93	92,46	425,00	31,14
Architect, Infrastructure	Proficient	1 003,81	89,92	114,42	525,00	38,92

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Architect, Infrastructure	Expert	1 355,14	121,00	150,00	750,00	52,54
Automation Tester	Novice	690,39	NA	NA	NA	20,00

Automation Tester	Advance Beginner	719,98	NA	NA	NA	22,00
Automation Tester	Competent	803,81	85,00	100,00	380,31	27,00
Automation Tester	Proficient	1 004,76	110,00	130,00	460,00	40,08
Automation Tester	Expert	1 356,43	150,00	180,47	628,50	54,11
Business Analyst	Expert	1 652,28	156,97	210,00	707,81	68,19
Business Analyst (strategy/process oriented)	Expert	1 657,00	157,00	215,00	707,81	68,19
Database Administration	Novice	630,27	NA	NA	NA	20,00
Database Administration	Competent	785,82	70,25	91,54	375,00	31,00
Database Administration	Proficient	982,28	87,81	114,42	541,28	38,92
Database Administration	Expert	1 326,07	118,54	156,03	745,65	52,50
Dev Ops Engineer	Novice	719,98	NA	NA	NA	24,91
Dev Ops Engineer	Advance Beginner	803,81	NA	NA	NA	29,40
Dev Ops Engineer	Competent	838,29	90,00	111,33	410,09	36,96
Dev Ops Engineer	Proficient	1 047,86	115,00	135,00	463,96	57,75
Dev Ops Engineer	Expert	1 414,61	155,00	189,00	626,35	77,96

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Type of document <b>Exhibit</b>	Security class: <b>Confidential</b>	Issue <b>1.0</b>	Date <b>2022-06-30</b>
Issuer <b>Antartica Bars Corporation</b>		Exhibit <b>2</b>	
Digital Architect	Expert	1 652,28	157,00
EDI Application Developer	Competent	729,78	75,00
EDI Application Developer	Proficient	912,22	92,00
			219,00
			662,93
			78,04
			254,80
			26,25
			318,49
			32,81

Name of document			Page
<b>Exhibit 2 - Pricing</b>			<b>11 (12)</b>
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Issuer <b>Antartica Bars Corporation</b>		Exhibit <b>2</b>	



EDI Application Developer	Expert	1 231,50	120,00	141,75	429,97	44,30
End-Point Application Management Technician	Novice	518,05	NA	NA	NA	16,00
End-Point Application Management Technician	Advanced Beginner	703,70	NA	NA	NA	24,15
Engineer - Cloud Platform	Expert	1 961,02	93,80	201,13	596,98	46,61
Engineer - Infrastructure	Expert	1 010,34	87,74	148,96	520,09	45,00
Engineer - Legacy	Expert	1 280,65	130,00	200,00	690,45	47,84
Engineer - Middleware/Databas	Expert	986,63	87,74	154,50	549,41	43,97
Integration Technician	Novice	690,39	NA	NA	NA	21,31
Integration Technician	Advance Beginner	719,98	NA	NA	NA	22,33
Integration Technician	Competent	803,81	85,00	105,00	380,31	33,19
Integration Technician	Proficient	1 004,76	110,00	126,00	475,39	36,39
Integration Technician	Expert	1 356,43	150,00	180,47	641,78	57,45
Integration Technician Niche skill	Competent	964,57	105,00	128,00	430,00	34,04
Integration Technician Niche skill	Proficient	1 205,71	130,00	150,00	570,47	42,56
Integration Technician Niche skill	Expert	1 627,71	175,00	216,56	770,13	61,41
iSeries Technical Specialist	Competent	719,69	65,78	78,75	251,74	26,25

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iSeries Technical Specialist	Proficient	899,61	82,22	97,45	314,67	32,81
iSeries Technical Specialist	Expert	1 214,47	111,00	132,89	424,81	44,30

LPAR Technical Specialist	Competent	719,69	65,78	84,00	251,74	26,25
LPAR Technical Specialist	Proficient	899,61	82,22	103,95	314,67	32,81
LPAR Technical Specialist	Expert	1 214,47	111,00	141,75	424,81	44,30
Network Engineering	Novice	582,31	NA	NA	NA	18,00
Network Engineering	Competent	660,99	64,90	82,22	357,23	27,00
Network Engineering	Proficient	826,23	80,00	101,75	446,54	34,10
Network Engineering	Expert	1 115,41	105,96	138,75	602,83	46,04
Openshift Technical Specialist	Competent	729,78	77,22	84,00	254,80	26,00
Openshift Technical Specialist	Proficient	912,22	96,52	103,95	318,49	32,81
Openshift Technical Specialist	Expert	1 231,50	130,31	141,75	429,97	44,30
Product Manager	Expert	1 971,65	NA	NA	NA	74,77

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Type of document <b>Exhibit</b>	Security class: <b>Confidential</b>	Issue <b>1.0</b>	Date <b>2022-06-30</b>
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Product Owner	Expert	2 205,14	NA	NA	NA	69,97
Project Admin/Controller/Communication/Informant	Expert	1 502,28	NA	NA	NA	52,50
Project/Program Manager	Expert	2 200,14	165,55	225,00	850,00	69,97
Scrum Master	Expert	2 000,00	155,25	225,65	800,98	65,00
Security Engineer	Expert	1 847,74	104,32	174,46	550,00	47,03
Service Now Administrator	Competent	926,08	87,98	105,00	400,00	37,25
Service Now Administrator	Proficient	1 157,60	110,00	126,00	492,15	42,96

Service Now Administrator	Expert	1 563,00	155,00	180,10	731,76	62,00
Service Now Developer	Competent	895,50	90,00	112,66	425,00	33,34
Service Now Developer	Proficient	1 075,30	110,00	126,00	500,00	35,00
Service Now Developer	Expert	1 200,00	120,00	138,32	621,60	38,89
Service Now Developer	Advanced Beginner	771,74	NA	NA	NA	22,85
Service Now Functional Consultant	Competent	999,98	NA	NA	NA	35,01
Service Now Functional Consultant	Proficient	1 200,03	NA	NA	NA	48,01

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<b>Exhibit 2 - Pricing</b>			<b>14 (12)</b>
Type of document <b>Exhibit</b>	Security class: <b>Confidential</b>	Issue <b>1.0</b>	Date <b>2022-06-30</b>
Issuer <b>Antartica Bars Corporation</b>		Exhibit <b>2</b>	
Service Now Functional Consultant	Expert	1 700,01	NA NA NA 69,95
User Support	Novice	611,43	NA NA NA 15,20
User Support	Competent	694,04	68,15 86,33 375,10 25,00
User Support	Proficient	867,54	82,42 106,84 468,87 35,00
User Support	Expert	1 171,18	111,26 145,69 632,97 48,00

#### 8. Contact persons

Purchaser's key commercial contact for the Service(s) will be: Lisa Jonsson,  
[lisa.jonsson@Antarticabars.com](mailto:lisa.jonsson@Antarticabars.com)

Supplier's key commercial contact for the Service(s) will be: Subin Mathew Thomas,  
[subinmathew.thomas@hcl.com](mailto:subinmathew.thomas@hcl.com)

21 February 2022

**EXHIBIT 3 – DATA PROCESSING****DESCRIPTION OF PROCESSING ACTIVITIES**

**NAME OF PROCESSING ACTIVITY(IES): IT SERVICES (UNDER MASTER SERVICE AGREEMENT)**

**1. SCOPE, TYPE AND PURPOSE OF THE INTENDED COLLECTION, PROCESSING OR UTILIZATION OF PERSONAL DATA, KIND OF PERSONAL DATA, CATEGORIES OF DATA SUBJECTS AND ROLES OF THE PARTIES:**

**Scope & Purpose**

Supplier will process personal data as necessary to perform IT Services pursuant to the Agreement and its appendices, and as further instructed by Antarctica Bars in its use of the Services including but not limited to application maintenance, application development and Infrastructure Services.

IT Services consist of among other things the following activities in relation to personal data: [use of personal data to set up, operate, monitor and provide the Services (including support), provision of consulting services; upload any fixes or upgrades, back up of personal data; computer processing of personal data, including data transmission, data retrieval, data access; execution of instructions of Antarctica Bars in accordance with the Agreement.

**Roles**

Antartica Bars is Controller and the Supplier is Processor

**Type of personal data and categories of data subjects**

The supplier (Processor) will for the applicable Service process personal data described in column “Data Element” in Attachment A to this document.

Data Subjects for the applicable Service are described in column “Data Subject” in Attachment A to this document.

**2. DURATION OF THE PROCESSING OF PERSONAL DATA:**

The processing activity will continue for as long as the Agreement is valid and for a period of three (3) months thereafter to allow the Processor to erase or retransfer the personal data.

**3. ADDITIONAL INSTRUCTIONS:**

N/A

21 February 2022

**4. PLACE OF PROCESSING:**

Personal data will for the applicable Service be processed at the locations described in column “Hosting location” and “Additional country” in Attachment A to this document.

**5. TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES:**

Refers to Appendix H and Appendix O (Antartica Bars Minimum Cybersecurity Requirement), which covers this area

**6. SUB-PROCESSORS:**

Personal data will for the applicable Service be processed by sub-processors as described in column “3-rd party details” in Attachment A to this document

**7. ATTACHMENTS:**

Attachment A: DPA data form



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## **Exhibit 4 – Optimization Transformation and One-Time Tasks (OTOT)**

**Under the Service specification for EDI**

Regarding: Optimisations, Transformation and One-Time tasks

Confidential

Date: 2022-06-30

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Optimisation, Transformation and One-time tasks			2 (4)
Type of document Service Object EDI	Security class: Confidential	Issue 1.0	Date 2022-06-30
Issuer Antartica Bar - Consumer & Enterprise Digital		Exhibit 4	

**Document revision history [Delete when making final document]**

Date	Who	Comment
2022-06-30	Ramki	Final

Name of document			Page
Optimisation, Transformation and One-time tasks			3 (4)
Type of document Service Object EDI	Security class: Confidential	Issue 1.0	Date 2022-06-30
Issuer Antartica Bar - Consumer & Enterprise Digital		Exhibit 4	



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Type of document Service Object EDI	Security class: Confidential	Issue 1.0	Date 2022-06-30
Issuer Antartica Bar - Consumer & Enterprise Digital		Exhibit 4	



## 1. General

This Exhibit is a part of the Master Services Agreement between the Purchaser and the Supplier. The document details tasks that can or will be performed by the Supplier and that is of a one-time nature. It outlines the different Optimisation tasks the Supplier plans to perform as well as the offered Transformation ideas. Finally it contains tasks of a one-time nature but that for some reason is not part of the Transition.

It shall not in any way be interpreted as exempting the Supplier from performing the necessary actions to fulfil all requirements in the Service Object Service Specification. If there is a conflict between this Exhibit and the overarching view of the Delivery in the Service Object Service Specification, the Service Object Service Specification shall prevail.

## 2. Optimisation, Transformation & One-Time Tasks

Not Applicable

# EDI - Service Object Specification Electronic Data Interchange

Final Audit Report

2022-06-30

Created:	2022-06-29
By:	Lisa Jonsson (LJONSS12@Antarticabars.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAADoZPOZ1IEdTtXcBVX0O5facUnA5qZsxh

## "EDI - Service Object Specification Electronic Data Interchange" History

-  Document created by Lisa Jonsson (LJONSS12@Antarticabars.com)  
2022-06-29 - 20:19:33 GMT- IP address: 92.32.76.4
-  Document e-signed by Lisa Jonsson (LJONSS12@Antarticabars.com)  
Signature Date: 2022-06-29 - 20:22:03 GMT - Time Source: server- IP address: 92.32.76.4
-  Document emailed to Harshdeep Arora (harshdeep.arora@hcl.com) for signature  
2022-06-29 - 20:22:05 GMT
-  Email viewed by Harshdeep Arora (harshdeep.arora@hcl.com)  
2022-06-30 - 08:24:53 GMT- IP address: 104.47.110.62
-  Document e-signed by Harshdeep Arora (harshdeep.arora@hcl.com)  
Signature Date: 2022-06-30 - 08:25:13 GMT - Time Source: server- IP address: 192.8.192.50
-  Document emailed to jakob.arvidsson@Antarticabars.com for signature  
2022-06-30 - 08:25:17 GMT
-  Email viewed by jakob.arvidsson@Antarticabars.com  
2022-06-30 - 08:26:10 GMT- IP address: 194.218.10.150
-  Document e-signed by Jakob Arvidsson (jakob.arvidsson@Antarticabars.com)  
Signature Date: 2022-06-30 - 08:26:30 GMT - Time Source: server- IP address: 194.218.10.150
-  Agreement completed.  
2022-06-30 - 08:26:30 GMT

Antartica Bar Corporation



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## Service Object Specification for Integration Center of Enablement (ICOE)

2022-06-30

Confidential

Document revision history			
Date	Version	Major/Minor change	Comment
2019-02-25	0.1	Initial	Structure and initial RFS text.
2019-03-03	0.8	Draft	First draft
2019-03-07	0.9	Draft	Second draft
2019-03-20	1.0	Final	Final version
2021-06-28	1.1	Draft	Valid change notes updated
2021-11-10	1.2	Draft	Cleaned out development & EDI
2021-12-17	1.3	Final	Agreed version of Sourcing 2022



Antartica Bar Corporation

Organization	Type of document	
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<b>Service Object Specification ICoE</b>	1.0	2021-12-17
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## 2. Introduction

This Service Specification stipulates the specific requirements for the Integration Center of Enablement (ICoE).

### 2.1. Contact persons

Supplier has appointed the following roles as contact persons

Supplier technical contact role (At the Commencement of the agreement this role will be held by: Rama Krishna Varapu, [ramakrishnab@hcl.com](mailto:ramakrishnab@hcl.com), +91 - 9686973973

Supplier commercial contact role (At the Commencement of the agreement this role will be held by: Subin Mathew Thomas, [subinmathew.thomas@hcl.com](mailto:subinmathew.thomas@hcl.com), +46 - 730538860

The Purchaser has appointed the following roles as contact persons

Purchaser technical contact role Product Area Lead if nothing else is agreed (At the Commencement of the agreement this role will be held by Jakob Arvidsson, [jakob.arvidsson@Antarticabars.com](mailto:jakob.arvidsson@Antarticabars.com), +46723915192.

Purchaser commercial contact role (At the Commencement of the agreement this role will be held by: Lisa Jonsson, [lisa.jonsson@Antarticabars.com](mailto:lisa.jonsson@Antarticabars.com), +46728870607.

## 3. Integration Center of Enablement (ICoE)

### 3.1. General

The service provides integration capabilities for both internal and external applications, it encompasses services from idea to decommission in the application integration area. This includes supporting application teams with knowledge, development, and operational support.

The ICoE is responsible for the architecture and governance around integrations which is managed by the Purchaser and the Supplier is required to operate in accordance with these architectural principles and governance rules.

***NOTE: This service specification only covers the operational aspects of the ICoE all other aspects can be found in the "Statement of work" governing the development capabilities.***

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### 3.2. Operations

Operations covers support and maintenance of the different technologies/platforms that are in use by the Purchaser (described in detail in section 6.2 of this document) but is not limited to these, any additional technologies/platforms introduced by the Purchaser shall be the subject of a joint discussion between the Supplier and the Purchaser of whether this merits changes in the team structure needed to support the requirements in this specification in accordance with the trigger principles described in section 6.1.

Support and maintenance shall be done through two different teams working exclusively for the Purchaser, these teams will manage different aspects of the requirements found in section 2.5. Responsibilities of the different teams can be found in section 2.3 & 2.4.

There are several factors that is driving the sizing of these two teams one is of course the volumes &technologies which is increasing the scope of the service, but at the same time the transformation happening within the ICoE in moving towards GitOps and containerization using Kubernetes/OpenShift is leading to a dramatic decrease in manual work and a shift in the competencies needed. To be able to meet the Purchasers needs in this area the initial sizing of the SRE team should be 13 team members in addition to the team member provided directly by the Purchaser into the team as describe in section 2.4 out of these 2 needs to be located onsite in Gothenburg. This needs to be reflected in the sizing of the operations team describe in section 2.3 and factored into the overall sizing of that team in the same way as the regional teams and the concept of “follow the sun” needs to be managed.

Within the ICoE we work according to the principal of “one resolver group” which means we take responsibility for all our platforms from an end-to-end perspective when it comes to integrations and we do this using a single resolver group. We always assist our end users in troubleshooting integrations end-to-end, the Supplier is expected to collaborate with other Suppliers and Purchaser teams to identify the root cause of the problem/incident no matter where it resides.

We are customer focused and our customers when faced with an incident involving our platforms should leave feeling happy with the assistance they received:

- A member of ICOE always actively seek information when needed, if we need information to proceed with resolving a problem or incident, we contact the user in question directly in a conversation either voice or text. Using email or a comment in a ticket as the only communication is not acceptable!
- As a member of ICOE we go that extra mile and help the users troubleshoot and find the next piece of the puzzle if it is not related to our platforms.

In addition to our customer focus and end-to-end approach we shall actively work with a “Shift Left” strategy meaning that within the ICOE we produce tooling that enables application teams

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and other supporting teams to resolve incidents already in the L0-L2 tier. All teams in ICoE shall actively focus on “Shift Left” activities to shorten the time to resolution for the Purchaser during incidents.

### 3.3. OPS team responsibilities

The OPS team is to be considered as managed operations for all areas not covered by the SRE described in section 2.4. Working hours are 24/7.

The team shall work with planned work in the Purchasers tooling for managing backlogs and need to visualize this work in accordance with the Purchaser planning cadence (increments of 12 weeks) and any conflicts in priority needs to be resolved during the increment planning.

**Incident & Problem management** – manage 24/7 support and handling all alerts, incidents and problems for the platforms delivered by the ICOE. They are responsible for communication with the customers in these situations and transferring of the incident/problem to SRE or DEV teams when additional support is required.

**Message management** – all incidents that are related to message management needs to be managed by the OPS team and they should work actively with the application teams to educate and onboard them to the ICoE self-service tools so they can do this themselves.

**Lifecycle management** – lifecycle activities which are not related to our containerized runtime environment (Kubernetes/OpenShift) is managed by the OPS team and should be planned and managed by the Supplier with monthly status reports. This includes installation

Migration of an integration node (regardless of destination) meaning the OPS team is supporting in moving our none containerized integration nodes into our Kubernetes/OpenShift clusters.

Installation & Upgrades of all integration nodes not running in Kubernetes/OpenShift including any agents needed for logging and monitoring. This includes certificate management for the integration nodes.

### 3.4. SRE team responsibilities

The SRE team is to be considered a staff augmentation are is responsible for the areas described below. The Purchaser provides a Product Owner, Architect and Scrum Master and is involved in all steps of recruitments when either growth or attrition occurs within the team. The Purchaser is free to strengthen the team with additional members not delivered from the Supplier whenever the Purchaser see the need for this.

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Working Hours are office hours CET 8.00 to 17.00, with an on-call schedule outside office hours CET for P1 and P2 incidents.

**Automation** – transforming our runtime environment into “Infrastructure as Code” by containerization our platforms using Kubernetes/OpenShift with full automation via Terraform for clusters and Helm for workload deployments. The team is responsible for maintaining (includes capacity planning, version management and certificate management) and creating clusters or just manage the workloads when we are using cluster provided by another team.

**Deployment** – managing the ICOE ArgoCD solution and Azure DevOps pipelines for the development teams to use.

**Logging** – managing the ICOE ECK instance our centralized logging solution and monitor that all agents are running so that both ICOE and our customers can rely on the data. The SRE team is responsible for documenting how to use the available data in ECK for both internal and external users.

**Monitoring** – managing the monitoring solution (Influx & Liseberg) within ICOE and monitoring that all agents are running so that both ICOE and our customers can rely on the metrics and dashboards. Transform how we monitor so that all automatically created tickets shall be created using the SNOW ITOM module for event management. This will enable us to reflect truly how many incidents our platforms have. A shift like this means that we must treat all events with high priority until we know if it is something bad or not. Incidents should be created based on the events by the members of the ICOE unless they come from the end users.

**Dashboards** – manage and create the needed dashboards for ICOE and its customers can use to understand the health of the platforms. All dashboard needs to work and the SRE team is responsible for documenting and keeping these up to date. The SRE team is responsible for documenting how to use the available dashboards in Grafana for both internal and external users.

### 3.5. Detailed requirements for OPS team

ID	Category	Requirement description
AI001	SLA	<p>The Supplier shall be able to manage installation and configuration of a new environment of any of the supported technologies within five working days (this applies to both server and client installations).</p> <p>Pre-requisites for this is that the Supplier has access to the servers where the installation, the request for this access is</p>
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		managed by the supplier and should be done immediately when they get the request for installation.
AI002	<b>SLA</b>	The Supplier shall maintain and document the lifecycle of the platform for all supported technologies, all nodes and servers shall be on a supported version no later than one behind the latest. For major versions consultation shall be made with the Purchaser but a plan shall exist and an upgrade to a major version cannot lag more than one year. This plan and the status should be presented in a reportable format monthly for all supported technologies/platforms, the content of this report is described in section 5.
AI009	<b>General</b>	Primarily deployment should be managed through VIP or through automation via CI/CD pipelines but for those cases where this is not possible the Supplier shall be able to assign an operations resource to perform deployment of the integration without delays when the integration is ready for deployment. This needs to be managed as planned work together with the DEV teams in the Purchasers backlog.
AI031	<b>General</b>	The Supplier shall integrate all logs for concerning the operations of the supported integration technologies/platforms into the Purchasers centralized logging service.
AI035	<b>General</b>	The Supplier shall provide one resolver group that is responsible for any integration related incidents (if different internal teams and subcontractors are involved this is not allowed to reflect in the SLA and on the end user / owner of the incident). They shall work in the Purchaser incident management tools and all updates and communication shall be documented there.
AI036	<b>General</b>	The Supplier shall provide one SPOC for any escalations regarding incidents and problem tickets or necessary task forces which should be initiated by the Supplier when needed.
AI037	<b>General</b>	The Supplier shall be responsible for managing and perform housekeeping in the platform, this will include removal of dead messages or files in the following platforms (related to message management). This shall include but not be limited to, any additions are regulated by trigger point T2 in section 6.1:  <input type="checkbox"/> IBM MQ



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		<ul style="list-style-type: none"> <li>• VCOM</li> <li>• FTP/SFTP</li> </ul>
AI038	<b>General</b>	<p>The Supplier shall manage all parts of the components, this includes installations, patching and configuration. This shall include but not be limited to, any additions are regulated by trigger point T2 in section 6.1:</p> <ul style="list-style-type: none"> <li>• IBM IIB/ACE</li> <li>• IBM MQ</li> <li>• IBM MQ MFT</li> <li>• IBM DP</li> <li>• IBM Sterling Secure File Transfer</li> <li>• FTP/SFTP</li> <li>• VCOM</li> <li>• MQ VCOM Gateway</li> <li>• MQ ServiceBus Gateway</li> <li>• 3Scale</li> <li>• Kafka</li> <li>• Cloud Gateway</li> <li>• Kubernetes (where we manages clusters)</li> </ul>
AI039	<b>General</b>	<p>The Supplier shall manage all parts of appliance-based components. This shall include but not be limited to, any additions are regulated by trigger point T2 in section 6.1:</p> <ul style="list-style-type: none"> <li>• IBM MQ</li> <li>• IBM DP</li> </ul>
AI040	<b>General</b>	<p>The Supplier shall manage all parts related to cloud based messaging. This shall include but not be limited to, any additions are regulated by trigger point T2 in section 6.1:</p> <ul style="list-style-type: none"> <li>• Azure ServiceBus</li> <li>• Amazon SQS/SNS</li> </ul>



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AI044	<b>General</b>	<p>The Supplier shall provide integration management which includes</p> <ul style="list-style-type: none"> <li>• Minor changes such as changes in network addresses, username/password, expired certificates shall be included in integration management for existing integrations</li> <li>• Maintaining documentation shall be included when infrastructural and minor changes occur.</li> </ul>
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		<ul style="list-style-type: none"> <li>• Message management shall be included in the service, this is something that shall be enabled for the application teams themselves to do and will thus gradually decrease.</li> <li>• Monitoring and maintenance of the configuration of alerts shall be maintained.</li> </ul>
AI049	<b>General</b>	The Supplier shall maintain and develop the MQ VCOM Gateway platform. This means that The Supplier needs to be able to bug fix and possibly enhance the product when needed.
AI051	<b>General</b>	The Supplier shall monthly produce a consistent report which is easy to read that reflects all assets managed by the Supplier (QM's VCOM Nodes etc.)
AI052	<b>General</b>	The Supplier shall manage all certificates needed by the service to operate this includes any certificates supplied by internal or external party.
AI053	<b>General</b>	The Supplier shall manage and monitoring the certificates used to access the components used within the integration platform and notify the various stakeholders when they are about to get problems.
AI057	<b>General</b>	The Supplier shall monitor all integration endpoints both internal endpoints where messages are in transit and the receiving endpoints where applications are to receive their messages. Any disturbances within the platform related to message flow shall trigger an alert and the Supplier is responsible for raising an incident towards the affected team.



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AI059	<b>General</b>	The Supplier shall monitor in- and outgoing connectivity with external organizations. Communication failures should trigger an action to remedy the problem and shall be driven by the Supplier towards the external organization.
AI062	<b>General</b>	The Supplier shall always work with the centralized logging solution as the first point of troubleshooting and then fall back into different tools or directly on servers.
AI072	<b>Documentation</b>	The Supplier shall maintain and publish an overview of the landscape and how this integration platform is connected on a global level. There shall be specific landscapes overviews for the

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		various plants that goes into more details for each site. This map shall include all technology components and the instances of these.
AI073	<b>Documentation</b>	The Supplier shall maintain the Purchaser CMDB with the needed information about integrations and the different components used in this.



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AI089	<b>Other</b>	<p>ICoE shall be present in all regions (APAC, EMEA and the AMER) with an SME team that will work together with the Factory Support team.</p> <p>The SME teams must at a minimum consist of two persons and needs to be located in the designated factories for the different regions. They will be part of the ICOE but also work daily together with the Factory Support team and participate in all the meetings for both ICOE and FSD.</p> <p>The ICOE SMEs needs to acquire in-depth knowledge of the how the factories operate, how the applications used work and the impact when there are problems with integrations.</p> <p>Locations:</p> <ul style="list-style-type: none"> <li>AMER – Charleston</li> <li>APAC – Chengdu</li> <li>EMEA – Torslanda</li> </ul> <p>These teams should work in accordance to “follow the sun” meaning that the different regions should support each other since they have the knowledge needed. For this to work it is crucial that we follow the standard process used for events and incident management so we can transfer the tickets across regions and the core OPS team and the SRE team.</p> <p>This model needs to be implemented in a way so that we do not increase unnecessary in the number of people involved in the operations!</p>
AI097	<b>General</b>	<p>The Supplier shall maintain and develop the VCOM platform. This means that The Supplier needs to be able to bug fix and possibly enhance the product when needed.</p>

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AI099	<b>General</b>	All documentation produced to maintain and operate the service and develop integrations shall be the property of the Purchaser, it needs to be maintained in the tools provided by the Purchaser for this purpose.  Any changes done in the runtime by the operations team needs to be managed in a way so that either they update the documentation to reflect the changes in VIP or that a handshake with the development teams exists with an acceptance that they will take care of this via their backlog.
AI101	<b>General</b>	Tools required to operate the service shall be provided by the Purchaser for all services including monitoring, logging, documentation, and CI/CD. The Supplier is required to use these unless other written agreements are in place.
AI102	<b>General</b>	All teams in the ICOE shall work within event, incident, problem and change management in Purchasers appointed tools for this.
AI103	<b>General</b>	All teams in the ICOE shall work within their backlog in Purchasers appointed tools for this.

#### 4. KPIs

Name	Period	Weight	Description	Calculation	Accept Level	Target Level
<b>Number of Transferred Incidents &amp; Problems</b>	Month	50%	<p>Number of incidents and problems reassigned to support through DEV or SRE teams.</p> <p>This excludes message management tickets which should never be transferred.</p>	<p>Total number of incidents &amp; problems transferred to SRE or DEV teams per platform</p> <p><b>divided by</b></p> <p>Total number of incidents &amp; problems per platform excluding message management tickets</p>	3%	%2

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				This needs to be achieved on all platforms for the KPI to be green.		
<b>Number of aging components</b>	Month	50%	<p>Number of integration components not life cycled (n-1) reported per technology for major and minor versions concerning cumulative fix packs</p> <p>Only applicable when the applications, infrastructure and OS versions supports the required application integration service component versions. To make this visible the aging/incompatible components where the Supplier is unable to update these shall be reported as a separate line concerning aging components outside the Suppliers control.</p>	<p>Total number of integration nodes supported excluding exempted nodes on either n-1</p> <p>This needs to be achieved on all platforms for the KPI to be green.</p>	100% n-2	100% n-1

## 5. Pls

Name	Frequency	Content	Target	How
<b>Backfill</b>	Monthly	Time to replace a person leaving ICOE without creating a gap in the delivery.	0 days	Monthly status report
<b>Vulnerability</b>	Monthly	Number of vulnerabilities reported in the Qualys report	0 vulnerabilities	Monthly status report

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<b>Certification</b>	Monthly	To secure that we have a baseline for competency the teams need to certify themselves.	Linux System Administrator OPS 30% SRE 70%	Monthly status report
			Windows System Administrator OPS 30%	
			Azure Fundamentals OPS 100% SRE 100%	
			Azure Administrator SRE 70%	
			Kubernetes Administrator SRE 70%	
			SAFE for Teams SRE 100%	

## 6. Reports

Name	Frequency	Content	How
External Contact Review	Yearly	The Supplier shall perform a yearly audit of contact details for the external parties that the purchaser integrates with in the purchaser's integration repository. This shall be presented in a report including a time plan for any necessary work that needs to be performed after the audit, this plan shall be reported on in the monthly follow-up until completion.	Dedicated forum where this shall be presented together with the yearly SCRP.
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		<p>This work is included in the base cost of the operations and shall not be charged on T&amp;M, any new integrations introduced after the signing of the contract shall have the technical contacts registered via the development service where it is done on T&amp;M or the automatically using the integration portal.</p>	
<b>Access Control Review</b>	Quarterly	<p>The Supplier shall perform an access control review across all platforms delivered by ICOE. This purpose with this report is to make sure that only the people that require elevated rights are privy to these and that we remove people that have left the service.</p>	Dedicated forum where this shall be presented.
<b>Attrition</b>	Monthly	<p>The supplier shall measure and monthly report the attrition over a running 12 month period. If attrition exceeds 10% increase to baseline of 16% this will also be set as a PI.</p>	<p>Shall be an appendix to the monthly report. Reported in monthly Competency follow-up meeting</p>
<b>Revision of service runbooks</b>	Monthly	<p>The Supplier shall perform a monthly audit of all runbooks for the existing integration components. The status of the audit shall be reported in the monthly service report.</p> <p>This report should list all the service runbooks along with revision date and summary of changes when revised.</p>	Shall be an appendix to the monthly report.
<b>Revision of service knowledge articles</b>	Monthly	<p>The Supplier shall perform a monthly audit of all knowledge articles owned by the application integration service for the existing integration components. The status of the audit shall be reported in the monthly service report</p>	Shall be an appendix to the monthly report.

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		<p>This report should list all the service runbooks along with revision date and summary of changes when revised.</p>	
<b>Certificate status report</b>	Monthly	<p>The Supplier shall provide a monthly report that shows all certificates under support and at what expiry dates they have and the dates for when this will be addressed.</p> <p>This report shall include the following information:</p> <ul style="list-style-type: none"> <li>• Name</li> <li>• Where it is used</li> <li>• Expiry date for certificate</li> <li>• Planned date for upgrade</li> </ul> <p>Long term this reporting shall be automated using VIP for the report.</p>	Shall be an appendix to the monthly report.
<b>Asset status report</b>	Monthly	<p>The Supplier shall provide a monthly report that shows all assets under support and at what version they are running along with when the next upgrade is planned.</p> <p>This report shall include the following information:</p> <ul style="list-style-type: none"> <li>• Geographical Location</li> <li>• Host name</li> <li>• Host OS version</li> <li>• Node Name</li> <li>• Node version</li> <li>• Network (MQ &amp; VCOM)</li> <li>• Application (or Shared)</li> <li>• Environment (TEST/QA/PROD)</li> <li>• Planned date for upgrade</li> <li>• Planned version for upgrade</li> </ul> <p>Long term this reporting shall be automated using VIP for the report.</p>	Shall be an appendix to the monthly report.

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<b>Competence status report</b>	Monthly	<p>The Supplier shall provide a monthly report that shows all members of the OPS and SRE teams and their competence level. This report shall report the level of experience per technology according to the classification below.</p> <p>Certifications shall also be tracked for the following list but is not limited to these:</p> <ul style="list-style-type: none"> <li>• Linux System Administrator</li> <li>• Windows System Administrator</li> <li>• Azure Fundamentals</li> <li>• Azure Administrator</li> <li>• Kubernetes Administrator</li> <li>• SAFE for Teams</li> </ul> <p>The level of experience shall be classified according to the following principle and should be tracked through self-assessment within the teams:</p> <ul style="list-style-type: none"> <li>• Beginner = Trained in technology and a minimum of 6 months of experience working with the technology/platform</li> <li>• Intermediated = 1-2 years working with the technology/platform</li> <li>• Advanced = 2+ years working with the technology/platform</li> </ul> <p>The report shall track the following areas and the list the experience level for everyone in the teams for the different areas:</p> <ul style="list-style-type: none"> <li>• Core Competency</li> </ul>	Shall be an appendix to the monthly report.
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		<ul style="list-style-type: none"> <li>○ Linux ○ Kubernetes ○</li> <li>Windows ○ Azure ○</li> <li>Elastic</li> <li>○ SAFE</li> </ul> <ul style="list-style-type: none"> <li>• Key Competency ○</li> <li>IBM MQ ○ 3Scale ○</li> <li>Kafka           <ul style="list-style-type: none"> <li>○ VCOM</li> </ul> </li> </ul> <ul style="list-style-type: none"> <li>• Niche Competency           <ul style="list-style-type: none"> <li>○ IBM ACE ○ Influx ○</li> <li>Grafana ○ IBM DP</li> <li>○ IBM MQ MFT</li> <li>○ IBM Sterling SFG</li> </ul> </li> </ul> <p>The target composition for each team should we as follows:</p> <p><b>OPS Team</b></p> <p><u>Core per platform:</u>      1 person on Advanced      3 persons on Intermediated</p> <p><u>Key per platform:</u>      1 person on Advanced      2 persons on Intermediated</p> <p><u>Niche per platform:</u>      1 person on Advanced      1 person on Intermediated</p> <p><b>SRE Team</b></p> <p><u>Core per platform:</u>      3 persons Advanced      7 Intermediated</p> <p><u>Key per platform:</u>      1 person on Advanced</p>	
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		<p>2 persons on Intermediated</p> <p><u>Niche per platform:</u></p> <p>1 person on Advanced</p> <p>1 person on Intermediated</p>	
<b>Service status report</b>	Monthly	<p>The Supplier shall provide a monthly status report for the service. This report may be backed by multiple sources of information but needs to be presented in a consistent way and any appendixes or external sources needs to be summarized in an executive form with visual presentation for easy consumption.</p> <p>The report shall contain information on the following:</p> <ul style="list-style-type: none"> <li>• Summary of incidents broken down on integration component</li> <li>• Summary of message management incidents.</li> <li>• Summary of problems and progress on tasks with target dates</li> <li>• List of expiring certificates with information on planned corrective actions.</li> <li>• Full report on all PI/KPI.</li> <li>• Lifecycle overview that shows the overview of the situation of the supported platforms.</li> <li>• Competency overview that shows the current situation for the teams along with action plan for remedy.</li> <li>• Capacity report that includes a list of any components that need to be managed capacity wise to not jeopardize operational stability.</li> </ul>	Shall be produced in a word document with a consistent layout and distributed via the collaboration site with a link in an email to all stakeholders.



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For all KPI & PI all historical data and trends shall be available.

## 7. Specification details

### 7.1. Financial Model

The commercial structure is based two dedicated teams (OPS and SRE) that will deliver this service for the Purchaser. The OPS team is to be delivered on a fixed price basis and the SRE team is to be delivered on a T&M basis.

To provide more flexibility for the Purchaser in their transformation journey the two different teams will be split across two purchase orders one for each team.

1<sup>st</sup> PO – OPS PO will be a fixed price covering the team described in section 2.4. The fixed price will be subject to a change note if any of the trigger points comes into play.

2<sup>nd</sup> PO – SRE PO will be a T&M that covers the team described in section 2.5. The size of the team will be subject to a change note if any of the trigger points comes into play.

Additions or reductions to these teams are based on the trigger points describe below and the cost will be calculated according to the signed rate bard between the Purchaser and the Supplier based on the type of profile that is added to the teams.

The trigger points that are defined to give each party the right to request for changes of resources in the OPS and/or SRE team:

T1 - Volume changes from the baseline occurs and the volumes varies more than +/- 10%. T2 - Introduction of a new technology or platform not delivered before.

When a trigger point is reached, each party can request for a discussion on the impact and post agreement the request should be documented. When both parties agree a change note should be created, signed, and implemented.

### 7.2. Ongoing Projects

The Purchaser is running two major migration projects which will change the way ICOE operates their integration platforms during the period of 2022-2023. Both these initiatives will be performed by dedicated projects teams working closely together with the DEV and SRE teams. During the project phase (including a grace period of two weeks after the last



migration) the project team will support the operations team both with extended support and all necessary handover activities.

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The Supplier is responsible for making sure that the OPS team is trained and capable of managing these changes during to ensure a stable delivery.

#### 7.2.1. IIB to ACE migration

Currently the Supplier is supporting IBM IB for the Purchaser which is behind on life cycling since it is built as a monolithic solution which has been very hard to lifecycle properly.

To address this the Purchaser has initiated a project to containerize this solution and split it into dedicated “integration servers” (the term for a broker node) the number of integration flows will decrease some but will remain roughly as before.

The move from IBM IB (v10) will be replaced by IBM ACE (v12) is not to be considered a switch of platform it is the same platform just a major upgrade and a redesign in the integrations to group the flows logically around the applications using them.

#### 7.2.2. DataPower to Sterling migration

Currently the Supplier is supporting IBM DataPower which is used to run to implementations (SGW and JJEDI) the use of IBM DataPower has proven to be problematic for the Purchaser and needs to be replace with other platforms fit for purpose.

There are three capabilities currently managed using IBM DataPower:

- EDI using JJEDI, this will be migrated to GEBIS
- HTTP gateway using SGW, this will be migrated to 3Scale
- MFT using SGW, this will be migrated to Sterling
- FTP/SFTP proxy, this will be migrated to Sterling

The introduction of the IBM Sterling Secure File Transfer platform will mean that we can remove IBM DataPower and the internal and external FTP/SFTP solution from ICOE's portfolio which lead to a more consistent and more stable platform around MFT since these integrations are error prone and not easily managed in their current shape.

Introducing this new platform IBM Sterling Secure File Transfer will mean that the operations team needs to receive training on this and the fact that the project will phase out three platforms in favor for one containerized and fully automated platform will reduce the complexity significantly in the service.

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### 7.3. Platforms

ICoE provides several technical platforms for integrating both internally and externally. The Supplier must be capable of maintaining and supporting these on the following runtime environments: iSeries (MQ&VCOM), z/OS (MQ&VCOM), OpenVMS (VCOM), Linux, Windows and Kubernetes/OpenShift.

Supplier must be capable to, in a swift manner on-board new technologies or runtime environments that are needed by the Purchaser to cater to the various integrations needs. The current platforms are described below but is not limited to (any additions to either technical platforms or runtime environments are subject to the trigger point T2 described in section 6.1):

#### 3Scale

API Management is the ability to document, publish, share, control, consume, and monitor the consumption of APIs (primarily HTTP based). All of this is done in a fashion that allows for easy publishing and onboarding of developers using APIs.

The platform consists of three main components. An API Gateway which mediates (proxies) access to your APIs which is integrated with a central identity and access management solution. An API Developer Portal that provides a mechanism for developers to discover your APIs, learn about them, register to use them, and collaborate with other developers who are using them. An API Admin Portal that supports configuration and monitoring. Overall governance and analytics.

#### Kafka

Kafka is a publish/subscribe (pub/sub) messaging system, also very often described as a distributed event log where all the new records are immutable and appended to the end of the log. It is designed for high availability dealing with large volumes of data, one of the key differentiators from normal messaging systems is the fact that Kafka can retain the messages and the consumers control the offset from where they read. So, in essence we could say it is a hybrid between a messaging system and a database.

#### IBM DP (target for decommissioning)

Data Power is a standard software from IBM delivering gateway capabilities between internal and external systems/application. It functions as a proxy to separate the two zones. The gateway handles FTP, SFTP and HTTP traffic (although HTTP will be migrated away in favor for the APIM solution).

#### IBM IB / ACE

The integration bus is a component in the integration backbone to deliver transformation, routing, and connectivity services. It is the advanced Enterprise Service Bus (ESB) offering from



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IBM. Historically the Purchaser has utilized this heavily to solve integration problems, however at current it is not the preferred option to solve an integration problem but rather the logic

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should exist in the endpoints. The integration bus should be used when there is a technical challenge which would be beneficial from a reuse perspective.

#### **IBM MQ**

MQ is the offering from IBM around messaging it is a message-oriented middleware which is an infrastructure technology that implements message exchange services via common messaging APIs and protocols. MQ is also available in a client/server configuration. This makes it possible for the MQ API to be used from applications without the need for the implementation of a full MQ queue manager. The MQ client API attaches to a MQ queue manager.

The Purchaser also utilizes three custom developed gateways to move data to and from MQ when traversing VCOM and Cloud:

- VCOM MQ Gateway is developed by the Supplier.
- MQSB Gateway is developed by the Supplier.
- Cloud Gateway is developed by the Purchaser.

#### **IBM MQ MFT**

The MFT capabilities are an add-on for handling large file transfers using the MFT protocol, this service is under implementation and will replace the current custom developed solutions for transferring files over MQ. It is to be treated as an extension of the MQ service.

#### **IBM Sterling Secure File Transfer (replaces IBM DP & FTP/SFTP)**

IBM Sterling Secure File Transfer provides a unified file transfer platform that enables sharing and tracking of file transfers within your enterprise and across your trading partner network in a secure and reliable way.

#### **Azure ServiceBus**

This is a cloud-based messaging product from Microsoft, it is offered as a PaaS solution and it is utilized as a bridge to offer communications to and from the Azure cloud and the Purchaser on premise solutions. ServiceBus is similar to VCOM and MQ in the way it manages messages.

#### **AWS SQS/SNS**

This is a cloud-based messaging product from Amazon, it is offered as a PaaS solution and it is utilized as a bridge to offer communications to and from the Azure cloud and the Purchaser on premise solutions. AWS SQS/SNS is similar to VCOM and MQ in the way it manages messages.

#### **FTP/SFTP (target for decommissioning)**



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The FTP/SFTP capabilities are for both internal and external file transfer services needed by the Purchaser. They are implemented using standard solutions and the service includes managing the accounts and structure of the FTP/SFTP server along with monitoring of data that is not fetched and the associated housekeeping of this.

Organization	Type of document		
Antartica Bars	Service object Service specification		
Name of document	Issue	Issue date	Page
<b>Service Object Specification ICoE</b>	1.0	2021-12-17	23 (23)

### VCOM

VCOM is a custom developed message-oriented middleware which is an infrastructure technology that implements message exchange services via common messaging APIs and protocols. It was developed during the 1980's by Antarctica IT and has since then been maintained by Antarctica IT and now HCL after their purchase of that company. VCOM is available in a client/server configuration. This makes it possible for the VCOM API to be used from applications without the need for the implementation of a full VCOM server. The VCOM client API attaches to a VCOM server.

## 7.4. Exhibits Summary

The following Exhibits exist for the Service Object Specification:

- Exhibit 1 Baseline: Refer Exhibit 1 – Baseline.docx
- Exhibit 2 – Pricing: Refer HCL SO - Exhibit 2 –Pricing.docx”
- Exhibit 3 – Data Processing: Refer HCL Exhibit 3 - Data Processing.pdf”
- Exhibit 4 – Optimization, Transformation & One Time Tasks: Refer Optimization, Transformation & One Time Tasks.docx
- Exhibit 5 – Transition Plan: Refer Exhibit 5 – Transition Plan.docx
- Exhibit 6 - Dependencies on other key Service Objects: Not Applicable
- Exhibit 7 - Additional services and ramp up: Not Applicable
- Exhibit 8 - Subcontractor information: Not Applicable

Jakob Arvidsson

Jakob Arvidsson

Jakob Arvidsson (Jun 30, 2022 10:26 GMT+2)

Signature field

Date: 2022-06-30

HCL Technologies Limited

Harshdeep Arora

Harshdeep Arora (Jun 30, 2022 13:54 GMT+5.5)

Antartica Bar  
Corporation

Lisa Jonsson





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## Exhibit 1

### **Service specification for Service Object Integration Center of Enablement (ICOE)**

Regarding: Baseline

Confidential

Date: 2022-06-26

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Exhibit 1 – ICOE - Baseline			2 (5)
Type of document	Security class:	Issue	Date
	Confidential		2022-06-26
Issuer			
<b>Peter Blomqvist (PBLOMQV3)</b>	Exhibit 1		



### Document revision history

Date	Who	Comment
2019-03-12	PBLOMQV3	V1.0
2019-03-26	PBLOMQV3	V1.1 (incorrect baseline corrected for EDI and VCOM z/OS)
2021-12-17	PBLOMQV3	V1.2 updated basline figures for sourcing 2022

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<b>Peter Blomqvist (PBLOMQV3)</b>	Exhibit 1		



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Issuer <b>Peter Blomqvist (PBLOMQV3)</b>		Exhibit 1	



## 1. Introduction

This Exhibit is a part of the Master Services Agreement between the Purchaser and the Supplier. The document details the baseline for the RFS.

It shall not in any way be interpreted as exempting the Supplier from performing the necessary actions to fulfil all requirements in the Service Object Service Specification. If there is a conflict between this Exhibit and the overarching view of the Delivery in the Service Object Service Specification, the Service Object Service Specification shall prevail.

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## 2. Baseline

Integration Incidents & Alerts		Average Monthly
<b>User Incidents</b>		<b>300</b>
MQ		195
VCOM		86
3Scale		5
IIB		2
SGW		5
JJEDI		2
MQMFT		5
<b>Monitor Alerts</b>		<b>700</b>
MQ		232
VCOM		290
3Scale		20
IIB		130
SGW		0
JJEDI		17
MQMFT		12
<b>Message Management for MQ</b>		49% of incidents
<b>Message Management for VCOM</b>		95% of incidents

Integration Nodes	TEST	QA	PROD	TOTAL
VCOM	100	150	350	600
IBM MQ	80	80	80	240
IBM MQ MFT	40	40	40	40
IBM IB (to be decommissioned)	20	20	20	60
IBM ACE (replacing IBM IB)	120	120	120	360
IBM DP (to be decommissioned)	3	3	6	12
IBM Sterling SFT (replacing IBM DP)	2	2	4	8
3Scale	22	22	22	66
Azure ServiceBus	1	1	1	3
Kafka Clusters	10	10	10	30
Kubernetes Clusters	5	5	5	15

Integration Endpoints	TEST	QA	PROD	TOTAL
MQ	19000	19000	19000	57000
VCOM	3000	17000	110000	130000

Name of document			Page
<b>Exhibit 1 – ICOE - Baseline</b>			<b>6 (5)</b>
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<b>IBM IB</b>	700	700	700
<b>IBM ACE (replaces IBM IB)</b>	600	600	600
<b>IBM DP</b>	1050	1050	1050
<b>IBM Sterling SFT (replaces IBM DP)</b>	750	750	750
			2100
			1800
			3150
			2250



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## Exhibit 2 - Pricing

Under the Service specification for Service Object  
ICoE

Confidential

Name of document			Page
Exhibit 2 - Pricing			2 (12)
Type of document Exhibit	Security class: Confidential	Issue 1.0	Date 2022-06-30
Issuer <b>Antartica Bars Corporation</b>		Exhibit 2	



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Issuer <b>Antartica Bars Corporation</b>		Exhibit <b>2</b>	



## 1. Introduction

This Exhibit is part of the Master Services Agreement between the Purchaser and the Supplier and stipulates the pricing and any special terms applicable to the Services be performed in accordance to the Service Specification for Service Object ICoE

## 2. Applicability

This Exhibit 2 applies only to the Service Specification as per the term of services mentioned below.

Service	Commencement Date	Term of Service	End Date of the term
Transition Services as per Exhibit 5 – Transition Plan	2022-07-01	4 months	2022-10-31
Services as per the Service Specification	2022-09-01	40 months	2025-12-31

## 3. Transition Services cost

The agreed costs along with the payment milestones for Transition Services as per Exhibit 5 – Transition Plan are set out in the table below.

Milestone Description	Milestone Invoice Date	Cost (USD)
Not Applicable	Not Applicable	Not Applicable
End of Service Transition	Not Applicable	Not Applicable
<b>Total</b>	<b>Total</b>	Not Applicable

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## 4. Operations cost

4.1. The agreed monthly costs for the Services are set out in the table below. All costs are in USD.

<b>Month</b>	<b>Monthly Cost (USD) including Total Bonus Value</b>
September 2022	366,234.52
October 2022	366,234.52
November 2022	366,234.52
December 2022	366,234.52
<b>Total September 2022 – December 2022</b>	<b>1,464,938.08</b>
January 2023	366,234.52
February 2023	366,234.52
March 2023	366,234.52
April 2023	366,234.52
May 2023	366,234.52
June 2023	366,234.52
July 2023	366,234.52
August 2023	366,234.52
September 2023	347,922.79
October 2023	347,922.79
November 2023	347,922.79
December 2023	347,922.79
<b>Total January 2023 – December 2023</b>	<b>4,321,567.33</b>
January 2024	347,922.79
February 2024	347,922.79
March 2024	347,922.79
April 2024	347,922.79
May 2024	347,922.79
June 2024	347,922.79

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July 2024	347,922.79
August 2024	347,922.79
September 2024	330,526.65
October 2024	330,526.65
November 2024	330,526.65
December 2024	330,526.65
<b>Total January 2024 – December 2024</b>	<b>4,105,488.97</b>
January 2025	330,526.65
February 2025	330,526.65
March 2025	330,526.65
April 2025	330,526.65
May 2025	330,526.65
June 2025	330,526.65
July 2025	330,526.65
August 2025	330,526.65
September 2025	330,526.65
October 2025	330,526.65
November 2025	330,526.65
December 2025	330,526.65
<b>Total January 2025 – December 2025</b>	<b>3,966,319.85</b>

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4.2. The agreed unit costs for the Services are set out in the table below. All costs are in USD

Unit name	Unit measure	Cost per Unit Year 1 - Sept 22 to Aug 23	Cost per Unit Year 2 - Sept 23 to Aug 24	Cost per Unit Year 3 - Sept 24 to Dec 25
Unit 1	NA	Not Applicable	Not Applicable	Not Applicable

4.3. The estimated Monthly Costs for the Managed Capacity are set out in the table below. The estimated Monthly Cost are calculated based on the roles and volumes defined in Exhibit 1 (Baseline) to this Service Object and the hourly rates defined in Exhibit A to Appendix L (Rate card). If any conflict between the table below and the Exhibit 1 and the Exhibit A to Appendix L, then the Exhibit 1 and the Exhibit A to Appendix L will prevail.

Month	Estimated Monthly Cost (USD) for Managed Capacity
September 2022	77,701.99
October 2022	77,701.99
November 2022	77,701.99
December 2022	77,701.99
<b>Total September 2022 – December 2022</b>	<b>310,807.96</b>
January 2023	77,701.99
February 2023	77,701.99
March 2023	77,701.99
April 2023	77,701.99
May 2023	77,701.99
June 2023	77,701.99
July 2023	77,701.99
August 2023	77,701.99
September 2023	77,701.99
October 2023	77,701.99
November 2023	77,701.99
December 2023	77,701.99
<b>Total January 2023 – December 2023</b>	<b>932,423.88</b>
January 2024	77,701.99

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February2024	77,701.99
March 2024	77,701.99
April 2024	77,701.99
May 2024	77,701.99
June 2024	77,701.99
July 2024	77,701.99
August 2024	77,701.99
September 2024	77,701.99
October 2024	77,701.99
November 2024	77,701.99
December 2024	77,701.99
<b>Total January 2024 – December 2024</b>	<b>932,423.88</b>
January 2025	77,701.99
February 2025	77,701.99
March 2025	77,701.99
April 2025	77,701.99
May 2025	77,701.99
June 2025	77,701.99
July 2025	77,701.99
August 2025	77,701.99
September 2025	77,701.99
October 2025	77,701.99
November 2025	77,701.99
December 2025	77,701.99
<b>Total January 2025 – December 2025</b>	<b>932,423.88</b>

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## 5. Total Bonus Value

The Service Bonus Model and the calculation of the Bonus Value is defined in Appendix F, Section 5. The Total Bonus Value for this Service is defined as:

- As 4% of the Monthly Cost, defined in Section 4.1 above. (i.e. the Total Bonus Value is the span between 96% – 100% of the Monthly Cost)

## 6. Invoicing Terms

The invoicing and payment terms monthly retroactive, as set out in Appendix L to the Agreement, will apply.

## 7. Special terms

- Service Bonus is applicable for fixed spend deliveries
- Calibration period: Antarctica Bars and HCL agree to a 6-month calibration period for arriving at acceptable and target service level for all KPIs including Resources fulfilment & attrition KPIs. These recalibrated levels are to be jointly agreed at the product area level and discussions supported by VE lead & procurement.
- For Attrition KPI measurement it will be only applicable for designated & dedicated resources working for fixed delivery.

Role	Competence	Sweden SEK/h	Belgium EUR/h	Charleston USD/h	Shanghai RMB/h	India USD/h
Agile Coach	Competent	1 032,47	NA	NA	NA	36,75
Agile Coach	Proficient	1 203,09	NA	NA	NA	43,94
Agile Coach	Expert	1 801,68	NA	NA	NA	60,02
Architect, Infrastructure	Competent	803,05	71,93	92,46	425,00	31,14

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Architect, Infrastructure	Proficient	1 003,81	89,92	114,42	525,00	38,92
Architect, Infrastructure	Expert	1 355,14	121,00	150,00	750,00	52,54
Automation Tester	Novice	690,39	NA	NA	NA	20,00

Automation Tester	Advance Beginner	719,98	NA	NA	NA	22,00
Automation Tester	Competent	803,81	85,00	100,00	380,31	27,00
Automation Tester	Proficient	1 004,76	110,00	130,00	460,00	40,08
Automation Tester	Expert	1 356,43	150,00	180,47	628,50	54,11
Business Analyst	Expert	1 652,28	156,97	210,00	707,81	68,19
Business Analyst (strategy/process oriented)	Expert	1 657,00	157,00	215,00	707,81	68,19
Database Administration	Novice	630,27	NA	NA	NA	20,00
Database Administration	Competent	785,82	70,25	91,54	375,00	31,00
Database Administration	Proficient	982,28	87,81	114,42	541,28	38,92
Database Administration	Expert	1 326,07	118,54	156,03	745,65	52,50
Dev Ops Engineer	Novice	719,98	NA	NA	NA	24,91
Dev Ops Engineer	Advance Beginner	803,81	NA	NA	NA	29,40
Dev Ops Engineer	Competent	838,29	90,00	111,33	410,09	36,96
Dev Ops Engineer	Proficient	1 047,86	115,00	135,00	463,96	57,75

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Dev Ops Engineer	Expert	1 414,61	155,00	189,00	626,35	77,96
Digital Architect	Expert	1 652,28	157,00	219,00	662,93	78,04
EDI Application Developer	Competent	729,78	75,00	83,16	254,80	26,25
EDI Application Developer	Proficient	912,22	92,00	105,00	318,49	32,81
EDI Application Developer	Expert	1 231,50	120,00	141,75	429,97	44,30

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End-Point Application Management Technician	Novice	518,05	NA	NA	NA	16,00
End-Point Application Management Technician	Advanced Beginner	703,70	NA	NA	NA	24,15
Engineer - Cloud Platform	Expert	1 961,02	93,80	201,13	596,98	46,61
Engineer - Infrastructure	Expert	1 010,34	87,74	148,96	520,09	45,00
Engineer - Legacy	Expert	1 280,65	130,00	200,00	690,45	47,84
Engineer - Middleware/Databas	Expert	986,63	87,74	154,50	549,41	43,97
Integration Technician	Novice	690,39	NA	NA	NA	21,31
Integration Technician	Advance Beginner	719,98	NA	NA	NA	22,33
Integration Technician	Competent	803,81	85,00	105,00	380,31	33,19
Integration Technician	Proficient	1 004,76	110,00	126,00	475,39	36,39
Integration Technician	Expert	1 356,43	150,00	180,47	641,78	57,45
Integration Technician Niche skill	Competent	964,57	105,00	128,00	430,00	34,04
Integration Technician Niche skill	Proficient	1 205,71	130,00	150,00	570,47	42,56
Integration Technician Niche skill	Expert	1 627,71	175,00	216,56	770,13	61,41
iSeries Technical Specialist	Competent	719,69	65,78	78,75	251,74	26,25
iSeries Technical Specialist	Proficient	899,61	82,22	97,45	314,67	32,81

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iSeries Technical Specialist	Expert	1 214,47	111,00	132,89	424,81	44,30
LPAR Technical Specialist	Competent	719,69	65,78	84,00	251,74	26,25

LPAR Technical Specialist	Proficient	899,61	82,22	103,95	314,67	32,81
LPAR Technical Specialist	Expert	1 214,47	111,00	141,75	424,81	44,30
Network Engineering	Novice	582,31	NA	NA	NA	18,00
Network Engineering	Competent	660,99	64,90	82,22	357,23	27,00
Network Engineering	Proficient	826,23	80,00	101,75	446,54	34,10
Network Engineering	Expert	1 115,41	105,96	138,75	602,83	46,04
Openshift Technical Specialist	Competent	729,78	77,22	84,00	254,80	26,00
Openshift Technical Specialist	Proficient	912,22	96,52	103,95	318,49	32,81
Openshift Technical Specialist	Expert	1 231,50	130,31	141,75	429,97	44,30
Product Manager	Expert	1 971,65	NA	NA	NA	74,77
Product Owner	Expert	2 205,14	NA	NA	NA	69,97

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Project Admin/Controller/Communication/Informant	Expert	1 502,28	NA	NA	NA	52,50
Project/Program Manager	Expert	2 200,14	165,55	225,00	850,00	69,97
Scrum Master	Expert	2 000,00	155,25	225,65	800,98	65,00
Security Engineer	Expert	1 847,74	104,32	174,46	550,00	47,03
Service Now Administrator	Competent	926,08	87,98	105,00	400,00	37,25
Service Now Administrator	Proficient	1 157,60	110,00	126,00	492,15	42,96
Service Now Administrator	Expert	1 563,00	155,00	180,10	731,76	62,00

Service Now Developer	Competent	895,50	90,00	112,66	425,00	33,34
Service Now Developer	Proficient	1 075,30	110,00	126,00	500,00	35,00
Service Now Developer	Expert	1 200,00	120,00	138,32	621,60	38,89
Service Now Developer	Advanced Beginner	771,74	NA	NA	NA	22,85
Service Now Functional Consultant	Competent	999,98	NA	NA	NA	35,01
Service Now Functional Consultant	Proficient	1 200,03	NA	NA	NA	48,01

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<b>Exhibit 2 - Pricing</b>			<b>14 (12)</b>			
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Service Now Functional Consultant	Expert	1 700,01	NA	NA	NA	69,95
User Support	Novice	611,43	NA	NA	NA	15,20
User Support	Competent	694,04	68,15	86,33	375,10	25,00
User Support	Proficient	867,54	82,42	106,84	468,87	35,00
User Support	Expert	1 171,18	111,26	145,69	632,97	48,00

## 8. Contact persons

Purchaser's key commercial contact for the Service(s) will be: Lisa Jonsson,  
[lisa.jonsson@Antarticabars.com](mailto:lisa.jonsson@Antarticabars.com)

Supplier's key commercial contact for the Service(s) will be: Subin Mathew Thomas,  
[subinmathew.thomas@hcl.com](mailto:subinmathew.thomas@hcl.com)

21 February 2022

**EXHIBIT 3 – DATA PROCESSING****DESCRIPTION OF PROCESSING ACTIVITIES**

**NAME OF PROCESSING ACTIVITY(IES): IT SERVICES (UNDER MASTER SERVICE AGREEMENT)**

**1. SCOPE, TYPE AND PURPOSE OF THE INTENDED COLLECTION, PROCESSING OR UTILIZATION OF PERSONAL DATA, KIND OF PERSONAL DATA, CATEGORIES OF DATA SUBJECTS AND ROLES OF THE PARTIES:**

**Scope & Purpose**

Supplier will process personal data as necessary to perform IT Services pursuant to the Agreement and its appendices, and as further instructed by Antarctica Bars in its use of the Services including but not limited to application maintenance, application development and Infrastructure Services.

IT Services consist of among other things the following activities in relation to personal data: [use of personal data to set up, operate, monitor and provide the Services (including support), provision of consulting services; upload any fixes or upgrades, back up of personal data; computer processing of personal data, including data transmission, data retrieval, data access; execution of instructions of Antarctica Bars in accordance with the Agreement.

**Roles**

Antartica Bars is Controller and the Supplier is Processor

**Type of personal data and categories of data subjects**

The supplier (Processor) will for the applicable Service process personal data described in column “Data Element” in Attachment A to this document.

Data Subjects for the applicable Service are described in column “Data Subject” in Attachment A to this document.

**2. DURATION OF THE PROCESSING OF PERSONAL DATA:**

The processing activity will continue for as long as the Agreement is valid and for a period of three (3) months thereafter to allow the Processor to erase or retransfer the personal data.

**3. ADDITIONAL INSTRUCTIONS:**

N/A

21 February 2022

**4. PLACE OF PROCESSING:**

Personal data will for the applicable Service be processed at the locations described in column “Hosting location” and “Additional country” in Attachment A to this document.

**5. TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES:**

Refers to Appendix H and Appendix O (Antartica Bars Minimum Cybersecurity Requirement), which covers this area

**6. SUB-PROCESSORS:**

Personal data will for the applicable Service be processed by sub-processors as described in column “3-rd party details” in Attachment A to this document

**7. ATTACHMENTS:**

Attachment A: DPA data form



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## **Exhibit 4 – Optimization Transformation and One-Time Tasks (OTOT)**

### **Under the Service specification for ICoE**

Regarding: Optimisations, Transformation and One-Time tasks

Confidential

Date: 2022-06-30

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Optimisation, Transformation and One-time tasks

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Type of document Service Object ICoE	Security class: Confidential
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Issuer

Antartica Bar - Consumer &amp; Enterprise Digital

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**Document revision history [Delete when making final document]**

Date	Who	Comment
2022-06-30	Ramki	Final



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## Optimisation, Transformation and One-time tasks

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## 1. General

This Exhibit is a part of the Master Services Agreement between the Purchaser and the Supplier. The document details tasks that can or will be performed by the Supplier and that is of a one-time nature. It outlines the different Optimisation tasks the Supplier plans to perform as well as the offered Transformation ideas. Finally it contains tasks of a one-time nature but that for some reason is not part of the Transition.

It shall not in any way be interpreted as exempting the Supplier from performing the necessary actions to fulfil all requirements in the Service Object Service Specification. If there is a conflict between this Exhibit and the overarching view of the Delivery in the Service Object Service Specification, the Service Object Service Specification shall prevail.

## 2. Optimisation, Transformation & One-Time Tasks

Not Applicable

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## Exhibit 5 – Transition Plan



## Under the Service specification for ICoE

Regarding: Transition Plan

Confidential

Date: 2022-06-30

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**Document revision history [Delete when making final document]**

Date	Who	Comment
2022-06-30	Ramki	Final

Name of document			Page
Transition Plan			3 (4)
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## 1. General

This Exhibit is a part of the Master Services Agreement between the Purchaser and the Supplier. The document details tasks that can or will be performed by the Supplier and that is of a one-time nature. It outlines the different Optimisation tasks the Supplier plans to perform as well as the offered Transformation ideas. Finally it contains tasks of a one-time nature but that for some reason is not part of the Transition.

It shall not in any way be interpreted as exempting the Supplier from performing the necessary actions to fulfil all requirements in the Service Object Service Specification. If there is a conflict between this Exhibit and the overarching view of the Delivery in the Service Object Service Specification, the Service Object Service Specification shall prevail.

## 2. Transition Plan

Supplier shall discuss and agree with the Purchaser for all Transition related activities

S.No	Product Cluster	Product	Role	Location	New Requirement/BackFill	Current Status	Target Date for Closure as per contract discussion
1	ICoE	AI	Kafka /Kubernetes admin	India ( Bangalore / Vijayawada)	New Requirement	Open	15th August 2022.
2	ICoE	AI	SME- IBM MQ and IBM ACE	Sweden / Goteborg	New Requirement	Open	3 months from contract signing date.
3	ICoE	AI	SME- IBM MQ and IBM ACE	Sweden / Goteborg	New Requirement	Open	

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4	ICoE	AI	SME- IBM MQ and IBM ACE	China, Chengdu	New Requirement	Open
5	ICoE	AI	SME- IBM MQ and IBM ACE	China, Chengdu	New Requirement	Open
6	ICoE	AI	SME- IBM MQ and IBM ACE	USA, Charleston	New Requirement	Open
7	ICoE	AI	SRE - Kafka and Kubernetes	Sweden / Goteborg	New Requirement	Open
8	ICoE	AI	SRE - Kafka and Kubernetes	Sweden / Goteborg	New Requirement	Open

# 20220629\_ICoE - Service Object Specification

Final Audit Report

2022-06-30

Created: 2022-06-29  
By: Lisa Jonsson (LJONSS12@Antarticabars.com)  
Status: Signed  
Transaction ID: CBJCHBCAABAAmz-oTUQHMYz1hZdJvmmhg0la2dalHEen

## "20220629\_ICoE - Service Object Specification" History

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-  Agreement completed.  
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## Service Object Specification Legacy hosting

Service Object Specification Legacy hosting

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<b>Document revision history</b>			
<b>Date</b>	<b>Version</b>	<b>Major/minor change</b>	<b>Comment</b>
2021-10-31	1.5	Draft 1.5	Legacy Hosting consolidated service specification for new contract period.
2021-11-22	1.6	Review draft 1.6	Legacy Hosting draft 1.6 version for review
2021-11-26	1.7	Review draft 1.7	Legacy Hosting draft 1.7 version after first review
2021-12-01	1.8	Review draft 1.8	Legacy Hosting draft 1.8 version after second review
2021-12-06	1.9	Review draft 1.9	Legacy Hosting draft v1.9 for third review
2021-12-12	1.10	Review draft 1.10	Legacy Hosting draft v1.10 for final review
2022-02-01	1.11	Review draft 1.11	Legacy Hosting draft v1.11 for final review
2022-06-30	1.12	Review 1.12	Legacy Hosting v1.12 for final review

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# 1. Introduction

This Service Specification is a part of the Master Services Agreement between the Purchaser and the Supplier and stipulates the Services that the Supplier shall deliver to the Purchaser within the Service Object.

## 1.1 Contact persons

### **Supplier has appointed the following roles as contact persons**

Supplier Contact Role (At the Commencement of the agreement this role will be held by: Person name, e-mail, telephone no.)

Service Delivery Manager- Karthikeyan R [karthikeyan-r@hcl.com](mailto:karthikeyan-r@hcl.com)  
+46 735400294

**Supplier commercial contact role (At the Commencement of the agreement this role will be held by: Person name, e-mail, telephone no.)**  
Account Manager- Subin Mathew Thomas [subinmathew.thomas@hcl.com](mailto:subinmathew.thomas@hcl.com)  
+46-730538860

### **The Purchaser has appointed the following roles as contact persons**

Purchaser technical contact role Product Area Lead (PAL) - Jakob Arvidsson  
[jakob.arvidsson@Antarticabars.com](mailto:jakob.arvidsson@Antarticabars.com)  
+46 723 915192

**Purchaser commercial contact role** Lisa Jonsson, Senior Buyer IDP Digital- [lisa.jonsson@Antarticabars.com](mailto:lisa.jonsson@Antarticabars.com)  
+46728870607

# 2. The Services

## 2.1 Introduction

Transformation plans for the Service Object has been set up jointly between the Supplier and the Purchaser based on input from the Supplier. Relation to other key Services and Segments the Supplier shall deliver the Legacy Hosting services as part of an overall IT landscape delivering IT services and business value to the different business areas. To ensure a good business outcome enabled through an end-to-end view of information solutions all Service Objects need to collaborate with all other

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Objects independent of what Supplier is delivering what service. All suppliers in the Purchaser's supplier eco systems is expected to collaborate with all other suppliers to ensure a good outcome.

Legacy Hosting is a cross-functional sourcing object, hence its role is to support and provide high quality services and required functionality to the sourcing objects delivering business functionality,

3.



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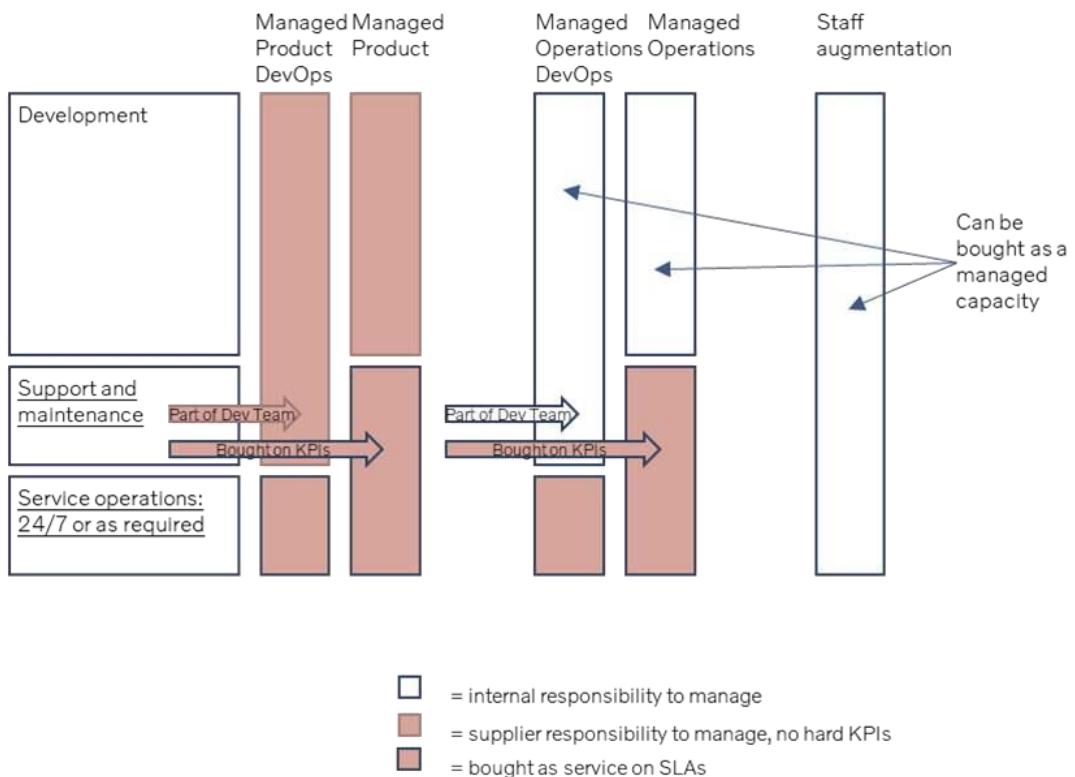
### 3.1 Services in scope

## Requirements

The Supplier shall conduct all necessary work to provide a Legacy Hosting Service Object offering in accordance with, but not restricted to, the definitions below. The Purchaser expects a world class service delivery based on the supplier best practices.

This Service segment includes the following services

The Purchaser intends the Legacy Hosting Services delivery to be aligned with the overall Delivery Model suggested by the purchaser organization as below:



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- Mainframe
- IBMi
- OnDemand
- SPP
- Documentum Platform
- Enterprise Content Management

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Mainframe, IBMi, Documentum & Enterprise Content Management delivery would be a Managed Product DevOps Model.

On Demand delivery would be a Managed Operations Model.

SPP delivery would be Software as a Service.

## 3.2 Service Object Vision and Strategies

### 3.2.1. General

To be able to support the Purchaser's targets for 2025, the Supplier shall provide Legacy Hosting services that needs to be aligned to a fast pacing surrounding world where services and technical solutions need to be quickly adopted to new demands and consumption patterns.

The Purchaser foresee a big shift in terms of governance, from system-centric platforms towards business and consumer centric services.

A key component in achieving this transformation is to ensure that the right competence is available to address new challenges and innovation. The Purchaser need to draw upon the Supplier's global knowledge and experience and there is a need to have good mechanisms to provide the competence and skills needed to stay current and drive innovation. It shall also require new ways of working and new delivery models to ensure agility and speed in deliveries and development.

This requires delivery of high-quality hosting services with sufficient capacity, correct timing, speed and SLA fulfilment. It shall also require proactive improvements to deliver state of the art technology. The Purchaser expecting management of the services according to industry best practices.

The Supplier shall deliver a service that:

- supports the Purchaser's business need, are easy to use and understand and are available globally
- support the foundation of digital transformation, agile, flexible and cost efficient
- support the bimodal enterprise, enables the extended enterprise and is stable and robust

In no regard shall anything stated herein be interpreted as limiting the Suppliers responsibilities as they are stated in the Master Services Agreement and its appendices AQ.

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### 3.2.2. Mainframe & IBMi

The Supplier shall take full responsibility to operate and maintain the Mainframe and IBMi environments, both hardware and software, from a technical perspective. The Supplier shall modernize the Legacy Hosting platforms and deliver hosting capacity to a large project portfolio. This shall require that the Supplier have effective processes and skilled resources.

The Purchaser expects delivery of high-quality Legacy Hosting services with high-cost efficiency, capacity and correct timing and SLA fulfilment. It shall also require proactive service improvements to deliver state of the art technology. The Purchaser are expecting management of the services according to industry best practices.

### 3.3 Context

Mainframe services are centrally delivered for global usage for in all parts of the Purchaser organisation such as Marketing and Sales, National Sales Companies (NSC), Manufacturing & Logistics (M&L), Research & Development (R&D) and Corporate functions.

IBMi services are delivered from globally for global usage in all the Purchaser's sales companies such as Marketing and Sales and National Sales Companies (NSC).

The Mainframe and IBMi services are today delivered as a fully managed service, including hardware and software.

### 3.4 Service Requirements

#### 3.4.1. End-to-End requirements

The service requirements described below are applicable for the Legacy hosting services as a whole.

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ID	Requirement Category	Requirement Description
E2E1	General	The Supplier shall increase and decrease Legacy Hosting Services capacity toward Purchaser as requested and as required.
E2E2	General	The Supplier shall monitor and report capacity usage for all service components. The Supplier must propose necessary changes to the HW and SW assets to meet future capacity requirements.
E2E3	General	The Supplier shall have skilled resources available within the Services, for miscellaneous tasks where Purchaser requires platform expertise upon request and on time. Purchasers need access to the supplier global skillset and not be restricted to customer assigned resources, the Supplier need to provide model to achieve this to Purchasers

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E2E4	General	The Services shall be able to host Purchaser Business applications in a way that meets the business requirement		
E2E5	Incident & problem management	<p>The Supplier shall manage and coordinate all work with incidents related to the HW &amp; SW constituting the Service.</p> <p>Supplier would manage and update in the Purchaser SNOW system for Incident, Problem, Change and Request Management.</p> <p>The Supplier incident management process shall be supported by an incident management system for identifying, submitting and tracking/reporting service incidents/errors/bugs. The Supplier incident process shall be integrated to Purchaser incident process.</p> <ul style="list-style-type: none"> <li>• Analyse incident and identify problem.</li> <li>• Escalate incidents according to defined escalation procedure.</li> <li>• Responsibility to solve incidents within SLA levels</li> <li>• Perform corrective actions when applicable in order to restore service.</li> <li>• Provide appropriate information to Purchaser throughout process.</li> <li>• Record all details applicable to the incident.</li> <li>• Restart of system. Restart is done according to documented routines. These routines shall include the verification of any system dependencies. If a restart is believed to cause a severe impact on Purchaser Business Supplier shall consult with Purchaser before a restart is initiated. In cases when the incident in itself has a severe impact on Purchaser business Supplier has the right to initiate a restart without prior consultation.</li> <li>• Receiving and recording incidents</li> <li>• Classification and initial support</li> <li>• Routing/escalation of incidents not resolved</li> <li>• Ownership, monitoring, tracking and communication</li> </ul>		

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		<ul style="list-style-type: none"> <li>• Incident resolution</li> <li>• Workarounds</li> <li>• incident report</li> </ul> <p>The Supplier shall actively work to improve quality and performance of the Incident &amp; Problem Management processes.</p> <ul style="list-style-type: none"> <li>• Minimizing adverse impact on business of incidents and problems.</li> <li>• Prevent reoccurrence of problem.</li> <li>• Find root cause of problem.</li> <li>• Initiate change action to correct or improve the solution.</li> <li>• Investigating and correcting product defects.</li> <li>• Problem report.</li> </ul>		
E2E6	Service asset & Configuration management	<p>The Supplier shall perform all necessary lifecycle management (include patch and version upgrade) of all Software and Hardware constituting the Service.</p>		
E2E7	Availability & Continuity	<p>The Supplier shall have documented disaster recovery plans (DRP) for all parts of the Legacy Hosting services.</p> <p>Supplier shall also review Purchaser Legacy hosting DRP plans and update if changes has been done on Supplier DRP</p> <p>The Supplier shall review/update the plan yearly (minimum) and distribute it to the Purchaser.</p>		
E2E8	Availability & Continuity	<p>The Supplier shall perform yearly Disaster Recovery tests.</p> <p>The scope for each yearly test shall be planned and agreed with Purchaser. All Legacy Hosting services shall be comprised of a DR test within a time frame in line with the Purchaser's requirements.</p> <p>The DR test shall be documented, describing the test, the outcome and (if applicable) corrective actions to be implemented (including timing) due to findings in the DR test.</p> <p>The DR test report shall be distributed to the Purchaser.</p>		
E2E9	Life-Cycle Management	<p>The Supplier shall keep track of Life Cycle Management of all service components on a global level and initiate renewals towards Purchaser in a timely manner.</p>		

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		Supplier shall update the lifecycle plan each quarter and update on technical level all Purchaser teams		
E2E10	Health check	The Supplier shall be responsible for providing and regularly delivering Health Check Report for all components of the services and for all regions one time per month		
E2E11	Continuity Management	The Supplier shall be responsible for continuity management regarding the hosting services meaning covering the tools and procedures that guarantees the restoration of service after an event has occurred that has been declared as a disaster.		
E2E12	Release Management	<p>The Supplier shall be responsible for the operational changes that may result in the need for new hardware, new versions of software, and/or new documentation, created in-house or bought in, to be controlled and distributed, as part of a new "Packaged Release". The procedures for achieving secure, managed rollout are known as release management.</p> <p>The release management includes</p> <ul style="list-style-type: none"> <li>• Design and maintain efficient procedures for the distribution and the installation of changes to the provided IT service.</li> <li>• To make sure all release processes are in accordance with Purchaser's interpretation of ITSM (IT Security Manual).</li> <li>• Plan and oversee the successful rollout of releases related to incidents or proactive maintenance in the light of both hardware and software.</li> <li>• To communicate and manage expectations during the planning and rollout of new releases of hardware and software included in the service.</li> <li>• To verify that sufficient software licenses are available for software included in the service.</li> <li>• To implement new software releases for software included in the service or new hardware into the operational environment.</li> </ul>		
E2E13	Configuration Management	The Supplier shall be responsible for configuration management which is a supporting process with the purpose to identify and define baseline items; control modifications and releases of those items; report and record status		

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		<p>of the items and modification requests; ensure completeness, consistency, and correctness of the items; control storage, handling, and delivery of the items.</p> <p>Configuration management includes:</p> <ul style="list-style-type: none"> <li>• Routines for configuration management</li> <li>• Specify versions, status, and ownership information for all resources within the service.</li> <li>• Describe and document the relationship between those resources.</li> <li>• Control the change of these resources, ensuring that objectives with the change are reached.</li> <li>• Control that only approved resources are utilized</li> </ul>		
E2E14	Facility Management	<p>The Supplier shall be responsible for providing hosting centers and computer rooms in addition to the hosting facilities already provided (owned and managed) by the Purchaser to comprise of multiple separated buildings to allow disaster/recovery solutions for business-critical applications with high availability requirements.</p> <ul style="list-style-type: none"> <li>• CPU resources at each site LPARs configured to access I/O for contingency.</li> <li>• Mirrored online data between the two sites.</li> <li>• Backups on tape in a separate site and backup tapes are Peer-to-Peer mirrored.</li> <li>• Redundant Power Supply and Network connected to both production sites.</li> </ul> <p>The supplier shall be responsible for delivering the Hosting Service onto the Purchaser network installed in the hosting centers. This means that the legacy hosting service deliverable is restricted to providing an active network port on the Processing Server. For availability reasons dual network ports may be specified. It is the responsibility of the Delivery Network provider to detect and mitigate failures and errors on the Delivery Network.</p>		
E2E15	Systems Software/ Standard Operating Environment	<p>The Supplier shall be responsible for test, verification and installation of Systems Software and related tools and procedures (Standard</p>		

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		Operating Environment). it can include deliverables from different vendors.
E2E16	Hardware & Software Supply Management	The Supplier shall supply/provide and manage all hardware, software, licenses, and license key within the Service.
E2E17	General	Supplier shall follow the Purchasers SNOW for Incident, Change, Problem & Request Management process and is responsible for communication around the planned release/upgrades and collect all needed approvals from stakeholders. Supplier shall also continue to manually create a copy of incidents from Purchaser's SNOW to Supplier's SNOW.
E2E18	Risk Management	Supplier shall continuously identify risks in the Service, create and present to the Purchaser in a Risk Register.
E2E19	General	Supplier shall have the support personnel from different geographic delivery centers (EMEA, APAC & AMERICAS) to provide the Operational Support & Services to Purchaser globally.
E2E20	Governance	Supplier shall have one point of contact that is responsible for the overall Legacy Hosting Service Delivery. The single point of contact shall have all necessary mandates for governing and managing the complete Legacy Hosting service delivery. The single point of contact shall be located in Gothenburg, Sweden. Supplier shall have different technical people as point of contacts and responsible for different services
E2E21	Competence	Supplier shall have excellent knowledge and how to maintain solutions built on the Legacy Hosting Services. Members of the team is required to have experience from at least (but not restricted to) <ul style="list-style-type: none"> <li>• MONITORING</li> <li>• WEBSPHERE &amp; LINUX on Z</li> <li>• IMS</li> <li>• DB2</li> <li>• PRINT</li> <li>• ROLLOUT, OPERATE, zOS Connect</li> <li>• CICS</li> <li>• STORAGE &amp; BACKUP</li> <li>• SECURITY</li> <li>• DATACOM</li> </ul>

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<ul style="list-style-type: none"> <li>• SESAM</li> <li>• Application Development &amp; Tools (ADT)</li> <li>• LPAR</li> <li>• SPP</li> <li>• OPC</li> <li>• OnDemand</li> <li>• VIDB/VDDB/VV90</li> <li>• Documentum Platform</li> <li>• Enterprise Content Management</li> </ul> <p>As the platform evolves over time the need for Legacy Hosting platform knowledge shall change and Supplier shall react on those changes to secure competence within those areas. Supplier also shall deliver skilled people to :</p> <ul style="list-style-type: none"> <li>• Support the Application Teams to proactively optimize or reduce the consumption</li> <li>• Support application teams to develop with new functionalities.</li> <li>• Plan and execute the product lifecycle</li> <li>• Handle day-to-day operations</li> </ul>				
E2E22	<p><b>Key Resources</b></p> <p>Supplier shall provide key technical point of contacts with Purchaser's environment knowledge to support the Legacy Hosting platform from different areas like –</p> <p>Mainframe-</p> <ul style="list-style-type: none"> <li>• LPAR</li> <li>• IMS</li> <li>• DB2</li> <li>• SESAM</li> <li>• Storage &amp; Backup</li> <li>• ADT</li> <li>• ACF2</li> <li>• Security</li> </ul> <p>IBMi-</p> <ul style="list-style-type: none"> <li>• LPAR</li> <li>• Storage &amp; Backup</li> <li>• ADT</li> <li>• Security and user management</li> </ul> <p>SPP OPC OnDemand VIDB/VDDB/VV90</p>			

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		<b>Documentum Platform Enterprise Content Management</b> <p>Supplier shall mandatorily provide 4 designated resources covering Mainframe platform with good technical understanding of the Purchaser's environment. These members shall work as per the Purchaser's agile methodology and shall be the point of contacts for the Purchaser's Application teams.</p> <p>Supplier shall provide the required support to these designated staffs from the Supplier's Infra teams when needed.</p>		
E2E23	Agile Ways of Working	<p>Supplier shall ensure that the staffs working for the Legacy Hosting Service object have knowledge of Agile methodologies like Scrum &amp; SAFe framework.</p> <p>Supplier shall also actively participate in Purchaser's SAFe preparations and ceremonies like PI Planning, Sprint Planning, Backlog Refinement, Daily Standup, Demo, Retrospective &amp; Review.</p> <p>Supplier shall ensure the teams to undergo relevant Agile - Scrum &amp; SAFe Trainings to be able to work in Agile and key roles with intensive trainings in SAFe.</p> <p>Supplier shall appoint at least 2 Scrum Master and 1 Agile Coach to continuously improve and mature Agile skills &amp; ways of working in Legacy Hosting services.</p>		
E2E24	Training & Onboarding	<p>Supplier shall be responsible to keep the team updated through internal and/or external trainings to support the Purchaser's Legacy Hosting environment.</p> <p>Supplier shall notify the Purchaser to initiate the onboarding process like CDSID creation for new staffs to work in Purchaser's environment.</p> <p>Supplier shall ensure all the Purchaser's mandatory trainings &amp; lessons are completed when onboarding a person.</p>		

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		Supplier shall report the Purchaser's mandatory trainings completion status for personnel from Supplier on request from Purchaser
E2E25	Cloud Journey	Supplier shall provide complete support, cooperation and would not block anything from Purchaser's strategy for moving the Mainframe applications to Public Cloud.

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### 3.4.2. Legacy Hosting Delivery

The following activities required from Purchaser for Legacy hosting

### 3.4.3. Enable Cost Control and Proactive Monitoring

Supplier shall monitor the services to proactively highlight when the thresholds values are reached for planned consumption. Threshold values and frequency of reporting shall be agreed with Purchaser.

All increase in capacity which generate higher cost, has to be approved by ANTARTICA Product Owner before being implemented, with the exception of increases during night-time CET where approval shall be arranged after the increase has happened due to practical reasons.

In fact, this shall be more applicable for Storage & Backup area where we shall get the approval from the Product Owner before allocating more disk/tape or when the threshold limit is exceeded. Whereas we allocate additional MIPS or CPW to handle temporary peaks for Applications and then inform the Product Owner about this.

Supplier shall improve monitoring to quickly discover and report CPU Loops.

Supplier shall monitor nCPU consumption on hourly basis.

Supplier Monitoring Team shall promptly act according to agreed action if abnormal usage is discovered from Purchaser or connect to relevant agreed Stakeholders and Application owners via email, phone or incident to seek their advice on what to do.

Supplier shall explore to setup a repository or portal for the purchaser to access the consumption details. Dashboard for reporting shall be evaluated as an improvement to the existing service.

### Disk/Tape usage optimization

Supplier shall support Purchaser to analyse and optimize application disk storage consumption

Supplier shall produce a daily or weekly report of disk and tape consumption on application level in a common repository for Purchaser.

Purchaser wants to analyse a specific application more in detail, then supplier shall need to receive the Assignment Codes for this application to be able to check the High-Level Qualifiers connected

Supplier shall further optimize disk consumption by sharing detailed information of existing retention policies and rules towards Purchase

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application owners. Based on this information, application owners can consider changing retention policies or change JCL to store in right retention rule (management classes) but also ask Supplier to remove redundant files.

### MIPS/nCPU/CPW usage optimization

Supplier shall deliver accounting MIPS/CPW capacity usage on weekly basis (report contains day by day capacity usage)

Supplier shall set threshold values per application with the Purchaser and create relevant events and alarms when threshold values are exceeded. Based on the reports, a joint effort between supplier and purchaser needs to be initiated in order to reduce MIPS/nCPU/CPW and Disk/Tape consumption.

### Mainframe batch optimization

Supplier shall report on batch jobs that are having 10 highest elapsed time. Supplier shall together with Purchaser propose and decide activities to reduce elapse time.

### 3.4.4 Manage Attrition and Technical Skills

Supplier shall act in a timely manner to ensure retaining the technical competence within the team for seamless operations and platform development.

Supplier shall ensure the competence & knowledge are transferred within the teams and new resources are onboarded when existing resources are leaving for different reasons. For this, the culture of continuous knowledge transfers and trainings of new team members shall be promoted and other steps have also started to plan and manage attrition by:

**Upskilling** - Supplier shall take experience Operators in some core Legacy hosting technical teams to System programming roles.

Supplier's shall include to move qualified System Operators to Technical teams, who shall be trained to System Programmers over period of time.

**Proactive approach** - Supplier shall do KT to existing System programmers and less experience technicians both onsite and Offshore locations for backups

**Cross-skilling** - Supplier shall bring less experienced people and get trained for L1 roles.

**Recruitment** - Supplier shall started an intensive recruitment process.

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**Addressing Attrition** - Supplier are getting more open to hear the concern of leaving employee and create a much better working environment along with lucrative growth opportunities in terms of learning and uplifting competencies and expand scope of services to the global customers.

Supplier shall start the KT process directly after the resigning information. In our Agile Way of Working knowledge sharing is one key levers.

Supplier shall act 2-12 months upfront for planned retirements and shall have extra people hired to the teams where we have announced retiring or see the risk.

Supplier shall regularly inspect the competence and resource mapping plan to foresee gaps of competence and have a good control of skills and number of resources needed in order to provide good service to purchaser.

### 3.4.5. Service Roadmap

Supplier shall provide and present the Service Roadmap during PI Planning meetings, which would include;

- Service Improvement Plans
- new functions and services available for purchaser to choose
- new functions and potential new services in pipeline
- Product Lifecycle Management plans

Supplier shall jointly agree with the Purchaser to commit the activities to be performed and delivered from the Service Roadmap for each PI Planning.

Supplier shall implement the service improvement plans, automation, and perform the regular hardware and software lifecycle such as upgrades of z/OS, IMS, CICS to stay on current, latest or N-1 version and supported version, which shall not be charged additionally

### 3.4.6. Automation

Supplier is continuously doing automation activities for overall Shared Services which shall impact efficiency for running our service to all customers.

Automation activities that are explicitly for Purchaser shall be brought up during PI planning for common decision. Supplier welcomes Purchaser to bring up Automation activities as well.

Automation activities included in PI towards Purchaser shall be tagged in order to measure improvements of delivery capability of Automation stories.

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Efficiency

improvements of Automation activities shall be measured (i.e. measurement of lead time before and after deployment of changes)

### 3.4.7. New Ways of Working

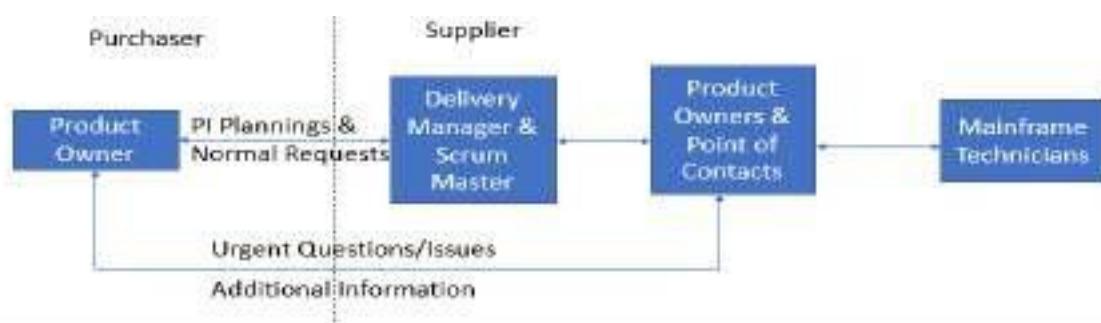
Suppliers propose a new ways of working in Agile and handle development and other operational related work. Purchaser shall create all the normal requests in Purchaser's SNOW. Purchaser shall contact the Service Delivery Manager or Scrum Master for all nonstandard requests, development, activities to planned and included in the PI planning.

Supplier shall connect with the appropriate Product Owners or Point of Contacts for each service to deliver a request or committed features/stories during the PI planning.

The work application teams wanted Supplier MF teams to perform, in example deployment and invoke access on zOS Connect, SDSF, UAS and SD scope access, OPC, ACF2 Access Rules, etc.

Purchaser shall directly contact the appropriate Product Owners for any critical incidents like P1 incidents or major issues or urgent resolution when needed.

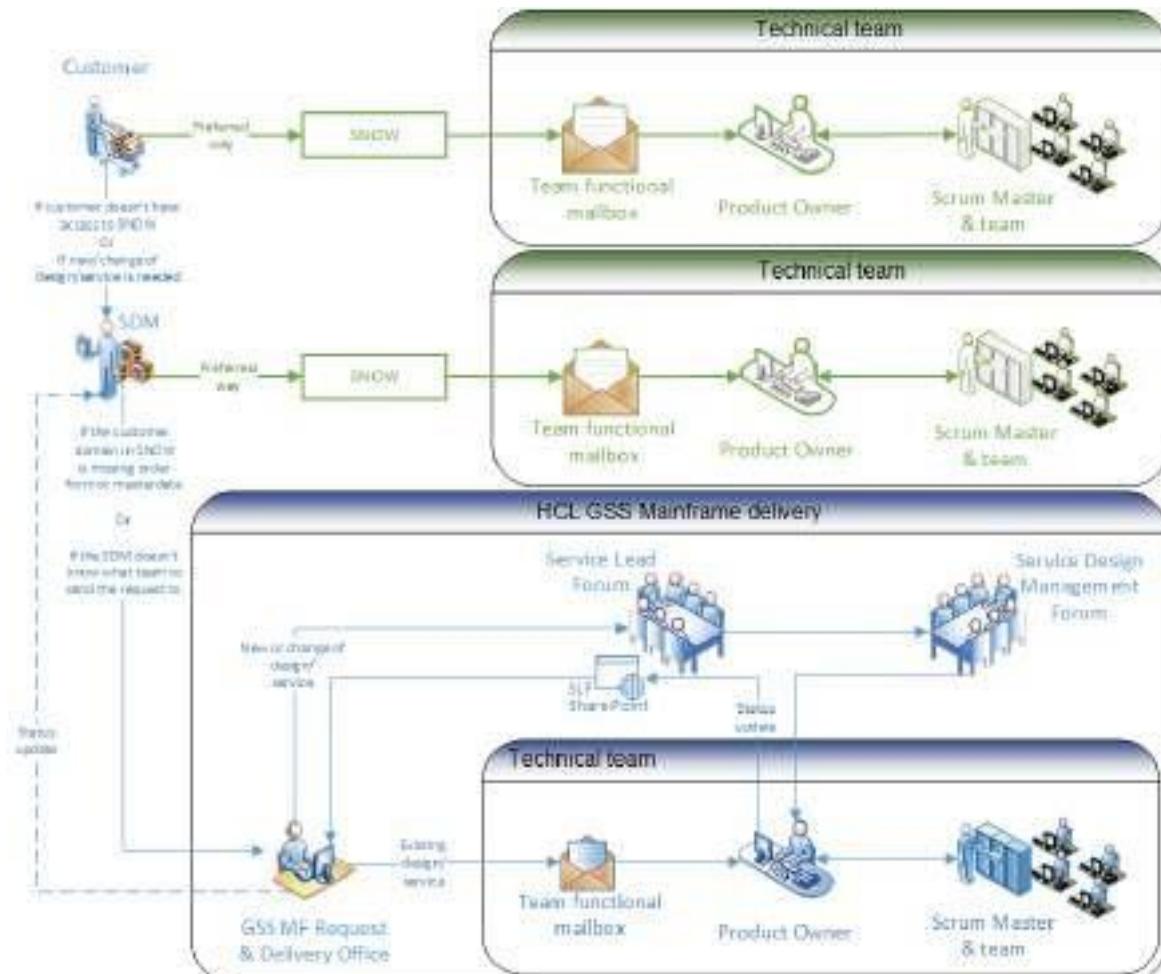
Supplier's Product Owners or Point of Contacts for each service shall contact the Purchaser for any additional information while handling a request or critical P1 incident.





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Antarctica Bars consumer of the Services is the customer **the picture** and we're referring to Purchaser's SNOW here.

### 3.4.8. Mainframe requirements

#### Service Goal:

To deliver high quality services for use by Purchaser's applications and services with industrial best practice management.

Mainframe infrastructure operations along with platform development activities which include management and operation of hardware, software, licenses, storage, databases, supervision and Application Operation relating to Mainframe.

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The Supplier's service delivery solution implemented for the Purchaser shall provide a single service operation and governance model, thus improving the overall customer experience.

The overall goal of the service is to ensure a stable, efficient management of all infrastructure within the Mainframe and ensure that all Purchaser's environments within scope are managed professionally and in accordance with generally acknowledged best practices.

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ID	Requirement Category	Requirement Description
MF01	Operation & Development	<p>The Supplier shall support and maintain the appropriate operating systems and related utility software including patch management, development.</p> <p>The Supplier shall support and maintain the appropriate backup and restore.</p>
MF02	Operation & Development	<p>The Supplier shall manage all parts of Operating System environment on physical and virtual servers. This includes but is not restricted to:</p> <ul style="list-style-type: none"> <li>• New OS version, Functional or security related patches New or updated server HW model or configuration</li> <li>• New or updated storage or network equipment</li> <li>• New or updated device drivers</li> </ul>
MF03	Operation & Development	<p>The Supplier shall schedule operating system backups, and data archives.</p> <p>This includes but is not restricted to backup and restore functionality, general backup on request, snapshot and replication.</p>
MF04	Operation & Development	<p>The Supplier shall perform Service Operations &amp; Development that includes:</p> <ul style="list-style-type: none"> <li>• Documentation of the operation and system configuration</li> <li>• Start and stop of system services.</li> <li>• Management of system history.</li> <li>• Handling of operational duties.</li> <li>• Control of operating system program backup.</li> <li>• Logging of operational activities.</li> </ul>

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		<input type="checkbox"/> Back up of the Operating Environment consists of: Backup of the System Operating environment.
MF05	Event Management	The Supplier shall be responsible for actions related to database alerts, event management, backup and storage.
MF06	Storage Management	The Supplier shall be responsible for management of Storage Area Networks (SAN) designed to storage devices such as disk array controllers, definition of data storage policies and procedures.
MF07	Backup Management	<p>The Supplier shall maintain backup procedures. Infrastructure backup has two categories (daily incremental and weekly full backup).</p> <ul style="list-style-type: none"> <li>• The Supplier shall perform full online backups on a daily basis and support the application teams for restore based on request.</li> <li>• All backups with reference to retention period, not generations.</li> </ul> <p>Scheduling of jobs for providing full backups as well as incremental backups. Restore of files based on request.</p>
MF08	High Availability management	The Supplier shall be responsible for operation and support of Mainframe high Availability components used for both application and infrastructure.

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MF09	Batch services	<p>The Supplier shall be responsible for</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Scheduled or user-submitted business application batches submitted to predefined job queues for execution during primetime or non-primetime.</li> </ul> <p>Batch production is divided into business application batches and user initiated batches. Business application batches are batch jobs with pre-defined schedules, according to each Application Agreement. User initiated batches are submitted to pre-defined queues. Batch production plans vary between each application and are defined in respective Application Agreement.</p>
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MF10	Monitoring	<p>The Supplier shall be responsible to perform supervision and monitoring according to the below bullets:</p> <ul style="list-style-type: none"> <li>• Continuous and active supervision of hardware &amp; operating system components required for operation.</li> <li>• Monitoring of error logs and handling of error messages from the operating system.</li> <li>• Monitor communications included in the service</li> <li>• Supervision of messages from Purchaser Applications shall be delivered to the system focal point according to agreed standard.</li> <li>• Operational tools, development tools, test tools, error logs, batch schedules, communication channels and security.</li> </ul>
MF11	Monitoring	<p>The Supplier shall be responsible for monitoring of storage and backups, monitoring and management of the Storage.</p> <p>The Supplier shall be responsible to monitor and manage the utilization of Mainframe and storage availability including processor, memory and disk utilization.</p> <p>The Supplier shall be responsible to monitor daily and weekly backups of files and databases and send reports to resolver group regarding backup and databases that have missing monitoring agents or are not updated for correction.</p> <p>The Supplier shall be responsible for restore of data following a systems failure, or upon receipt for a Request for Service.</p>
MF12	Interactive Services	<p>The Supplier shall be responsible for Interactive service that is sometimes referred to as online service. It is in the service to provide direct response to a user request. Normally it is the execution of some business logic within the business application usually combined with retrieval or storage of business data.</p>

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MF13	MQ software & licenses	The Supplier shall be responsible for installation of software, patches, maintenance and licenses for MQ in Mainframe.
MF14	Print Services	The Supplier shall be responsible for print Services that enables the Purchaser to submit print jobs, from applications and development systems, to pre-defined print queues and to perform printing of all output, submitted to these pre-defined print queues. Only printers using agreed standards are supported. Supplier is responsible for secure connection (according to IT security Manual definition of Information classes) between Purchasers to external Supplier (Elanders).
MF15	Transaction Services	The Supplier shall be responsible to support legacy hosting environments specific transaction processing software products exist. They are designed to deliver fast and reliable response times for end user applications. Large transaction based applications are built on such software.
MF16	Maintenance	The Supplier shall be responsible to perform maintenance activities in order to sustain functionality, performance and quality of the services. Maintenance activities that impact the service are performed within agreed maintenance windows. Hardware maintenance as required. Version upgrades of Operating System Environment. . “Housekeeping” activities i.e. cleaning up system areas from temporary files and abnormal processes.
MF17	Database services	The Supplier shall be responsible to perform maintenance activities in order to ensure that the service supports the business applications with reliable database transactions (read/write) towards a specific database product.

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MF18	Common services	<p>The Supplier shall be responsible for delivering Common Services. This refers to specific services connected to Mainframe</p> <p><b>Connection service to IMS</b></p> <p><input type="checkbox"/> Deliver Client software (VISMCon, SOAP Gateway or IMS resource Adapter).</p>
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	<ul style="list-style-type: none"> <li>• Ivory</li> <li>• IMS Connect</li> </ul> <p><b>DB2Connect</b></p> <ul style="list-style-type: none"> <li>• Full manage service includes daily operation, patching, versions handling, verification after PUO, Licences, number of instances and data source.</li> </ul> <p><b>CA Cleanup</b></p> <ul style="list-style-type: none"> <li>• E-trust Clean-up for CA-ACF2 performs automated, unattended and continuous clean-up of security databases.</li> <li>• The service includes the software fee, the software maintenance fee and storage related to the software.</li> </ul> <p><b>SESAM</b></p> <ul style="list-style-type: none"> <li>• This service applies to operation and maintenance of the product SESAM.</li> <li>• SESAM is a product that makes work easier for anyone who daily works with more than one function or wants to have several entry points to the same function</li> </ul> <p><b>SMTPAPI</b></p> <ul style="list-style-type: none"> <li>• SMTPAPI is a mail distribution interface used by application running in Z/OS and shall send text to specified mail-boxes; this mail-box is specified in the user's application.</li> </ul> <p><b>OPC log</b></p> <ul style="list-style-type: none"> <li>• Review OPC logs and distribute the result to ITSAT.</li> </ul> <p><b>Web Viewer</b></p> <ul style="list-style-type: none"> <li>• View reports via web and possibility to, e.g.:</li> <li>• Send report as email, save to local disc, print (part of report or entire report)</li> <li>• Quickly locate specific information in a single report through indexes</li> <li>• Export to Excel</li> <li>• Report Information (search, change text size...)</li> <li>• Consumptions (JCL split) also in V2 environment</li> </ul> <p><b>Netphantom</b></p> <ul style="list-style-type: none"> <li>• Operation of application</li> <li>• 2nd line support</li> <li>• Configuration and support</li> </ul>
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		<p><b>Linux on zSeries</b></p> <ul style="list-style-type: none"> <li>• Provide application hosting services on zLinux for Netphantom and/or other applications to be hosted during the agreement period</li> <li>• Mainframe Logging &amp; Review</li> <li>• Usage of Purchaser LPAR consumption</li> </ul>
MF19	Gent Batch Scheduling OPC planning	<p>The Supplier shall be responsible for delivery of following:</p> <ul style="list-style-type: none"> <li>• Deploy required datasets and executables from test to acceptance and from acceptance to production.</li> <li>• Setup and maintain all necessary information and parameters related to applications in the OPC/IBM Workload Scheduler (IWS) database.</li> <li>• Change Requests on job planning.</li> <li>• Restart failed jobs. Adapt current or long term plan if needed with or without JCL (Job Control Language) overriding.</li> </ul> <p>Maintenance of OPC/IWS joblib, creation and maintenance of JCL for job submission towards task manager on Mainframe.</p>
MF20	ACF2	<p>Supplier shall provide the ACF2 access rules for different applications based on the inputs provided by the Purchaser's Application teams in SNOW.</p> <p>Purchaser's Application teams shall use the standard template in SNOW to raise and submit a Service Request (RITM) with all the appropriate information required for Supplier to be able to provide the correct access to an Application.</p> <p><input type="checkbox"/> Supplier shall provide the support during office hours 08.00 – 17.00 CET excluding Swedish National/Public Holidays.</p>
MF21	Move sources of IMS components in Endevor	Supplier shall on request move sources of IMS components (DBD, PSB and PSBINCL) in Endevor.

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MF22	z-OS Connect	Supplier shall provide templates with preconfigured files for setting up services and API's in the mainframe environment. This is a service which includes license and support, based on the no. of instances installed on each LPAR..
MF23	IBM Developer for Z/OS (IDz)	Supplier shall be responsible for the license, installation, support and management of IBM Developer for Z/OS product for Purchaser.
MF24	OPC/IWS	<p>Supplier shall be responsible for delivering OPC (Operation, Planning and Control) for all Mainframe applications running globally at Purchaser's sites.</p> <p>The resources are available office hours 08.00 – 17.00 CET Swedish holidays excluded. The Supplier support resources shall mainly be delivered from Olofström Factory with back-up from Gothenburg.</p> <p>The scope of Operations, Error &amp; Incident Handling Errors/Incident shall be reported in Purchaser's support system "Service Now". Set up of automatic recovery procedures for unsuccessful jobs.</p> <p>Forward incomplete jobs to the next production day.</p> <p>Report errors in an error report</p> <p>Event Management – for job scheduling such as events of jobs failing/running to long/not running and more</p> <p>Infrastructure operation such as agent down/failing plan generation/full file systems/failing database backups and more.</p> <p>The support activities include development and modification of job-schedules for the current service and applications using OPC. Planning, setting up, modification and monitoring of jobs and job-streams according to purchasers' request</p> <p>Reporting performance of the jobs</p> <p>Modelling of job streams with the needed dependencies. Event Management</p>

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		E.g. for job scheduling such as events of jobs failing/running to long/not running and more  Submission of jobs Provide support to application teams
MF25	Backoffice Services	The Supplier shall be responsible to provide the following Services: <ul style="list-style-type: none"><li>• UAM (User Admin Management) Back Office Services for Mainframe</li><li>• Support with creation of new id's for users</li><li>• Creating id's for application administrators with higher authority</li><li>• UAM process development, knowledge exchange and training</li><li>• On request deletion of User Profile</li><li>• Troubleshooting, for User Profile level only.</li></ul> Support flow between Purchaser User Administration and Supplier Back offices for Mainframe
MF26	User Administration	The supplier shall be responsible to perform user administration for the supplier's personnel. Tools, procedures and interfaces for User Administration shall be provided as part of the hosting service. All access request for Mainframe system engineers shall be handled in suppliers FAROS system and reviewed on quarterly basis with customer.

### 3.4.9. IBMi requirements

#### Service Goal:

IBMi infrastructure operations and platform development activities which include management, and operation of hardware, software, licenses, storage, databases, supervision and application operation.

The Supplier's service delivery solution implemented for the Purchaser shall provide a single service operation and governance model, thus improving the overall customer experience.

The overall goal of the service is to ensure a stable, efficient management of all infrastructure within the IBMi and ensure that all Purchaser's environments within scope are managed professionally and in accordance with generally acknowledged best practices.

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ID	Requirement Category	Requirement Description
IS01	Operation & Development	<p>The Supplier shall support and maintain the appropriate operating systems and development related utility software including patch management and platform development.</p> <p>The Supplier shall support and maintain the appropriate for backup and restore.</p>
IS02	Operation & Development	<p>The Supplier shall manage all parts of Operating System environment on physical and virtual servers.</p> <p>This includes but is not restricted to:</p> <ul style="list-style-type: none"> <li>• New OS version, Functional or Security related Patches</li> <li>• New or updated server HW model or configuration</li> <li>• New or updated Storage or Network equipment</li> <li>• New or updated Device drivers</li> </ul>
IS03	Operation & Development	<p>The Supplier shall be responsible to schedule operating system backup, and data archive. This includes but is not restricted to:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Backup and restore functionality</li> <li><input type="checkbox"/> General backup on request <input type="checkbox"/> Replication of backup.</li> </ul>
IS04	Operation & Development	<p>The supplier shall be responsible to perform Service Operations to perform backup operating environment that includes:</p> <ul style="list-style-type: none"> <li>• Backup of the operating system (SAVSYS)</li> <li>• Backup of the IBM licensed programs and related IBM libraries</li> <li>• Backup of the System Operating environment.</li> </ul>
IS05	Operation & Development	<p>The Supplier shall be responsible for and execute:</p> <ul style="list-style-type: none"> <li>• Diagnose alerts and log for Incident and Problem resolution</li> <li>• Maintain documentation of the operation and system configuration</li> <li>• Start and stop of system services</li> </ul>

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		<ul style="list-style-type: none"> <li>• Restore of operating system as well as data if necessary</li> <li>• Management of system history.</li> <li>• Handling of operational duties.</li> <li>• Logging of operational activities.</li> </ul>
IS06	Operation & Development	The Supplier shall be responsible to perform backup and recovery of data to/from production and QA environment managed
IS07	Message Handling and Job Information	The supplier shall be responsible for monitoring of error logs and handling of error messages from the system operator message queue.

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IS08	Software Maintenance	<p>The supplier shall be responsible to perform software maintenance for software related to the IBMi service and for operating the platform.</p> <ul style="list-style-type: none"> <li>• Create and maintain a separate configuration for infrastructure prerelease testing</li> <li>• Work with application groups for new/enhanced application testing</li> <li>• Ensure adequate testing of new/changed software</li> <li>• Testing of new software releases and bug fixes</li> <li>• Installation and integration</li> <li>• Maintenance and technical support</li> <li>• Troubleshoot problems (coordinate with vendors)</li> <li>• Configuration and tuning</li> <li>• Manage and maintain performance</li> <li>• Define standards for usage</li> <li>• Identify performance and availability characteristics</li> <li>• Resource utilizations</li> <li>• Determine value and timing of SW refresh/upgrade</li> <li>• Coordinate all software changes to align with service windows</li> <li>• Install or upgrade system software in support of application upgrades or changes</li> <li>• Minor upgrade like bug fixes</li> <li>• Software upgrade at least once a year if available.</li> </ul>
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		<input type="checkbox"/> Manage and optimize the cost, retention and clean-up of software
IS09	HATS Application	<p>The Supplier shall be responsible for:</p> <ul style="list-style-type: none"> <li>• Maintenance and support IBM I WebSphere environment where HATS application is running.</li> <li>• support and deploy HATS application in the IBM I WebSphere environment.</li> <li>• Monthly Health Check of the IBM I WebSphere environment in the relation to HATS application licenses . <input type="checkbox"/> HATS licenses</li> </ul>
IS10	Storage Management	<p>The Supplier shall be responsible for management of Storage Area Networks (SAN) designed to attach computer storage devices such as disk array controllers, definition of data storage policies and procedures.</p>
IS11	Maintenance	<p>The Supplier shall be responsible to perform maintenance activities in order to sustain functionality, performance and quality of the Services. Maintenance activities that impact the Service are performed within agreed maintenance windows (Service Windows). Hardware maintenance as required. Version upgrades of Operating System Environment. “Housekeeping” activities i.e. cleaning up system areas from temporary files and abnormal processes.</p>

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IS12	Backup Management	<p>The Supplier shall maintain mount procedures and application backup procedures. Categories of backups:</p> <ul style="list-style-type: none"> <li>• Daily: Incremental backup (save change objects). Are default kept for 13 days.</li> <li>• Weekly: Full backup weekly (save library). Are default kept for 40 days</li> <li>• Monthly: Full backup monthly (save library). Are default kept for 105 days</li> <li>• Yearly: Full backup yearly (save library). Are default kept for 370 days.).</li> <li>• Performs full online backups on a daily basis of the application supports online backup. Where there is a possibility to</li> </ul>
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		<p>take online backups on other data Supplier shall do so on a daily basis. All backups with reference to retention period, not generations. Scheduling of jobs for providing full backups as well as incremental backups.</p> <ul style="list-style-type: none"> <li>• Ordering restore of files</li> <li>• Control of operating system program backup</li> <li>• Responsible for all software tools for backup</li> </ul>		
IS13	High availability management	<p>The Supplier shall be responsible for operational and support of IBMi high Availability for both application and infrastructure.</p>		
IS14	Batch services	<p>The Supplier shall be responsible for the existence of batch queues so scheduled or user-submitted business application batches submitted to pre-defined job queues for execution.</p>		
IS15	Monitoring	<p>The Supplier shall be responsible for monitoring of applications including, but not restricted to, operational tools, development tools, test tools, error logs, Robot communication channels and security. The Supplier shall perform supervision and monitoring. This include:</p> <ul style="list-style-type: none"> <li>• Hardware and Operation system and alert files and send reports to resolver group regarding Hardware and Operative system.</li> <li>• Continuous and active supervision of important operating system components required for operation</li> <li>• Documentation of the supervision and monitoring configuration, including keeping the documentation up-to-date.</li> <li>• Security Monitoring.</li> <li>• Monitor communications included in the service</li> </ul>		
IS16	Monitoring	<p>The Supplier shall be responsible for monitoring of storage &amp; backups.</p>		

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		<p>The Supplier shall be responsible to monitor and manage the utilization of IBMi and storage availability including processor, memory and disk utilization.</p> <p>The Supplier shall be responsible to monitor daily and weekly backups of files and databases and send reports to resolver group regarding backup and databases that have missing monitoring agents or are not updated for correction.</p> <p>The Supplier shall be responsible for restore of data following a systems failure, or upon receipt for a Request for Service.</p>		
IS17	Backoffice Services	<p>The Supplier shall be responsible to provide the following Services:</p> <ul style="list-style-type: none"> <li>• UAM (User Admin Management) Back Office Services for IBMi</li> <li>• Support with creation of new id's for users</li> <li>• Creating id's for application administrators with higher authority</li> <li>• Responsible for application-related group profile administration</li> <li>• UAM process development, knowledge exchange and training</li> <li>• On request deletion of User Profile</li> <li>• Troubleshooting, for User Profile level only.</li> <li>• Support flow between Purchaser User Administration and Supplier Back offices for IBMi</li> </ul>		
IS18	User Administration	<p>The supplier shall be responsible to perform user administration for the supplier's personnel. Tools, procedures and interfaces for User Administration shall be provided as part of the hosting service.</p> <p>All access request for IBMi system engineers shall be handled in suppliers FAROS system and reviewed on quarterly basis with customer.</p>		

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IS19	Event Management		The supplier shall be responsible for actions related to system operator alerts, event management, backup and storage.	
IS20	Print Services		The supplier shall be responsible to support the pre-defined print queues and enables Purchaser to submit print jobs, from applications and development systems, to predefined print queues and to perform printing of all output, submitted to these predefined print queues.	
IS21	VIDB/VDDB/VV90		Supplier shall be responsible for license, support, development and management of VIDB/VDDB/VV90 running on IBMi LPARs with 24x7 support coverage.	
IS22	PGP Encryption/Decryption		<p>Supplier shall be responsible for implementation including zip file with password protection functionality, operation and license for the PGP Encryption/Decryption service for IBMi on LPARs</p> <p>Supplier shall be responsible for the license, support and management of GoAnywhere product running on IBMi LPARs.</p>	
IS23	DB2 Connect		Supplier shall be responsible for the license, operations & support of DB2 Connect running on IBMi LPARs.	

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### 3.4.10. Measurement of consumption for monthly invoicing of mainframe and IBMi.

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Services	Unit Name	Unit Measurement	Description
Mainframe	MIPS	MIPS/Month	Number of average capacity consumed MIPS, including all Purchaser LPAR, based on weekdays CET 0800 – 1700 capacity used (with the exception of Swedish national holidays).
	Storage	Storage/Month in GB	Number of uncompressed Disk Storage GB used at end of month. Both primary and secondary (mirrored) disks are factored.
	Backup	Backup/Month in GB	Number of uncompressed Tape Storage GB used at end of month.
	Production SubSystems	WAS	Number of WAS subsystem in use in Production environments at end of month
	DB2		Number of DB2 subsystem in use in Production environments at end of month
	Datacom		Number of Datacom subsystem in use in Production environments at end of month
	IMS		Number of IMS subsystem in use in Production environments at end of month
	CICS		Number of CICS subsystem in use in Production environments at end of month
	Test & Development Sub-Systems	WAS	Number of WAS subsystem in use in Test/Dev environments at end of month

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		DB2	Number of DB2 subsystem in use in Test/Dev environments at end of month
		Datacom	Number of Datacom subsystem in use in Test/Dev environments at end of month
		IMS	Number of IMS subsystem in use in Test/Dev environments at end of month
		CICS	Number of CICS subsystem in use in Test/Dev environments at end of month
IBMi	Backup	Backup/Month in GB	Number of uncompressed Tape Storage GB used at end of month.
	Production NSC	LPAR/Month	Number of LPAR in use in Production environments at end of month
	Test & Dev NSC	LPAR/Month	Number of LPAR in use in Test/Dev environments at end of month
	HA Solution - MIMIX	LPAR/Month based on MIMIX	Number of LPAR that are having MIMIX HA solution applied

### 3.5 Application operation requirements for Mainframe & IBMi

#### Service Goal:

In the context of application operation, the principal role of Infrastructure Operation (this service) is to support the Purchaser's application maintenance and operation functions through monitoring online applications (Service Operation), assist Purchaser's functions responsible for application delivery with preparing future assignment (Change Management), and daily operation (Service Operation). The purpose of Application Operation is to keep the existing applications up and running and solve problems quickly and efficient.

Below is an overview of activities that shall be executed by the Supplier in relation to Application Operation.

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ID	Requirement Category	Requirement Description
AO01	Application Monitoring & Daily Operation	<p>The Supplier shall perform application monitoring. This includes but is not restricted to:</p> <ul style="list-style-type: none"> <li>• Supervision and monitoring that the application(s) is up and running</li> <li>• Continuous and active supervision of applications and tools □ Monitor communications included in the Service</li> <li>• Supervision of messages from the Purchaser's applications that are delivered to the application focal point according to standard</li> <li>• Security monitoring of Infrastructure and application</li> <li>• On request check of log files and batch jobs of application</li> <li>• On request supervise application batch schedule</li> <li>• Support new product introduction, operational review and resolution, and license management</li> <li>• Actions according to agreement</li> <li>• Check of log files and batch jobs</li> <li>• Check for performance issues</li> <li>• Supervision of batch schedule</li> <li>• Monitoring of application error logs</li> <li>• Optimizing and load balancing</li> <li>• Preventive maintenance</li> <li>• Start and stop of application services</li> <li>• Logging of operational activities</li> <li>• Administration of selected software</li> <li>• Manage applications at service windows</li> <li>• Capacity planning and modelling</li> </ul> <p>Supervision and monitoring shall be performed in accordance to the SLA in this agreement.</p>
AO02	Preparing Activities and Assignments	<p>The Supplier shall be responsible for preparation of activities and assignments. This includes but is not restricted to:</p> <ul style="list-style-type: none"> <li>• Production preparations and operation review</li> <li>• Automate and streamline daily operation</li> <li>• Support introduction of new applications and to phase out old applications</li> <li>• Schedule and agree system and application changes in line with software maintenance windows</li> <li>• Support development of application operation documentation as part of operation review</li> </ul>

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		<ul style="list-style-type: none"> <li>• Agreed application connections and time schedules is established</li> <li>• Production preparations and operation review</li> <li>• Automate and streamline daily operation</li> <li>• Develop new sub components for daily operation</li> <li>• Message handling (e.g. VCOM or MQ)</li> <li>• License agreement management</li> </ul>
AO03	Daily Operation	<p>The Supplier shall be responsible for daily operation. This includes but is not restricted to:</p> <ul style="list-style-type: none"> <li>• Optimization and load balancing</li> <li>• Backup and restore of application data</li> <li>• Start and stop of application</li> <li>• Check for performance issues</li> <li>• Logging of operational activities</li> <li>• Software maintenance</li> <li>• Incident management</li> </ul>
AO04	Application Development Software & Environment	<p>The Supplier shall be responsible for application development software &amp; environment. This includes but is not restricted to:</p> <p><input type="checkbox"/> Application development software is installed on the Mainframe/IBMi platform and verifying quality and performance of this software</p> <p>The Supplier shall provision environments for test and development (including testing and development tools not used in production) as required to support the introduction of new tools and applications</p>
AO05	Installation of business Application Software	The Supplier shall be responsible for installation of business application software.
AO06	Technical DBA	<p>The Supplier shall be responsible for</p> <ul style="list-style-type: none"> <li>• Error and bug correction</li> <li>• Create database</li> <li>• Create and maintain tablespaces and data files</li> <li>• Configure listener</li> <li>• Instance performance tuning</li> </ul>

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AO07	Backup/ Recovery	<p>The Supplier shall be responsible for</p> <ul style="list-style-type: none"> <li>• Job scheduling backups</li> <li>• Restore/recovery</li> <li>• Export / Import</li> <li>• Move or copy data to/from production and QA environment</li> </ul>
		<ul style="list-style-type: none"> <li>• Backup and restore according to instructions from Purchaser.</li> <li>• Storage availability and planning</li> </ul>
AO08	Print (output) Management	<p>The Supplier shall enable Purchaser to submit print jobs, from applications to pre-defined print queues and to perform printing of all output, submitted to these pre-defined print queues.</p> <p>The transmission of a printout to a local printer begins as soon as the spool file arrives on the output queue</p>
AO09	Release management upon Hosting platform	<p>The Supplier shall prepare the technical hosting platform for new business application software to be running in the environment.</p> <p>The Purchaser is responsible for the business application software regarding change management and release management.</p>

### 3.6 Additional Service Information

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This Section describes the duties and responsibilities of the Supplier and Purchaser related to Supplier's provision of the Services for Service Object Legacy Hosting. The Services to be delivered under this SO shall be delivered subject to the Appendices of the MSA.

#### 3.6.1. SPP Software Suite

SPP is a Software Package that includes modules used for building IT-solutions used in production plants

The SPP subscription license includes right to use, life-cycle new versions, patches, error corrections and 3rd level support for the SPP Software Suite for all Purchaser sites.

The license covers SPP for the OpenVMS OS only with one exception. The existing Linux installation of SPP in ZJK is included in the service.

SPP Software Support coverage is 08.00 – 17.00 CET, normal working days. Swedish holidays excluded.

Bug-fixing shall be worked on with priority. Support on how to questions shall be managed during above office hours.

KPI's and Pi's are applicable for SPP during Normal support hours.

Emergency Support Outside 08.00 – 17.00

For severe incidents, classification P1, emergency-support from L3 technicians can be requested on best effort. This shall be charged on time and material basis from the valid rate card between Antartica Bars and HCL

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Software and License on Integrity Servers	Software Owner and License provider	User of the SPP License
-SPP Software Package:	HCL	Purchaser
- SDC System Development Cohesion	HCL	Purchaser
- SDL System Development Language	HCL	Purchaser
- SdClient SDC Utility Client	HCL	Purchaser
- Talert/VAS Application Alerts	HCL	Purchaser
- TAX Transaction Handler and Application Server	HCL	Purchaser
- TClient Client Interface (Java Application/Applet) & TClient Web	HCL	Purchaser
- TOC TAX Operator's Console	HCL	Purchaser
- TRuntime TEnvironment – Java Application Environment	HCL	Purchaser
- TServer Java Application Server	HCL	Purchaser
- ShareBase SPP Runtime Package on OpenVMS	HCL	Purchaser
- COM SpplInstaller and Common SPP Environment	HCL	Purchaser
- ADV SPP Application Development on OpenVMS	HCL	Purchaser
- MET Fortran Pre-Compiler	HCL	Purchaser

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- TDesktop Desktop Tool	HCL	Purchaser
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- STAX Text Dialog Interface	HCL	Purchaser
- VRMS Antartica Record Management System	HCL	Purchaser
- StaxFM Text dialog interface FM applications for Antartica Bars Torslanda	HCL	Purchaser
- VctTool - Tools specifically made for Antartica Bars Torslanda	HCL	Purchaser
- VCT DB Gen - Emulating Mimer Level 2 for Oracle for Antartica Bars Torslanda	HCL	Purchaser



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### 3.6.2. OnDemand

Application OnDemand is a Document Archiving and Retrieval Service, intended for long time storing of large volumes of documents. The documents are stored in their final format not subject to changes or version handling as the service is created to meet legal requirements, and other needs to access several years old documents to satisfy audit or investigative demands.

OnDemand is an archive for many different document types, from invoices to HR data BCA Classification for OnDemand is currently B.

The OnDemand service includes support, maintenance and operation. Note that this service is currently shared and hosted in the Antarctica Group environment.

Platform maintenance includes implementing fix packs, small upgrades/patches

- Storage handling
- Backup
- User administration for OnDemand windows client and/or OnDemand web client.
- Application packaging for OnDemand Windows client
- License calculation

The process for license calculation, is defined as follows. The Purchaser shall procure the number of licenses needed but License Calculation is included in the OnDemand Service and done by the supplier. The OnDemand team shall monthly calculate the licenses needed and send the input parameters to Antarctica Bars.

Antartica Bars notify IBM monthly on License parameters (number of users, servers etc. Number of licenses shall be documented in the OnDemand monthly report.

The Supplier responsibility starts when a document is loaded successfully onto the receiver queue of MQ/VCOM or the printstream is consumed. The Supplier shall in addition to this, support in activities like setting up the integrations, error tracing and similar. Integrations used are mainly VCOM, MQ and PrintQue.

#### OnDemand Service Level Targets

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Incidents			
PI's only	Severity Level	Target	Target level/Minimum level %
Response time	P1-P5	1 hour	85/80
Resolve Time	P1	2 hours	85/80
	P2	4 hours	85/80
	P3	10 hours	85/80
	P4	30 hours	85/80
	P5	2 days	85/80



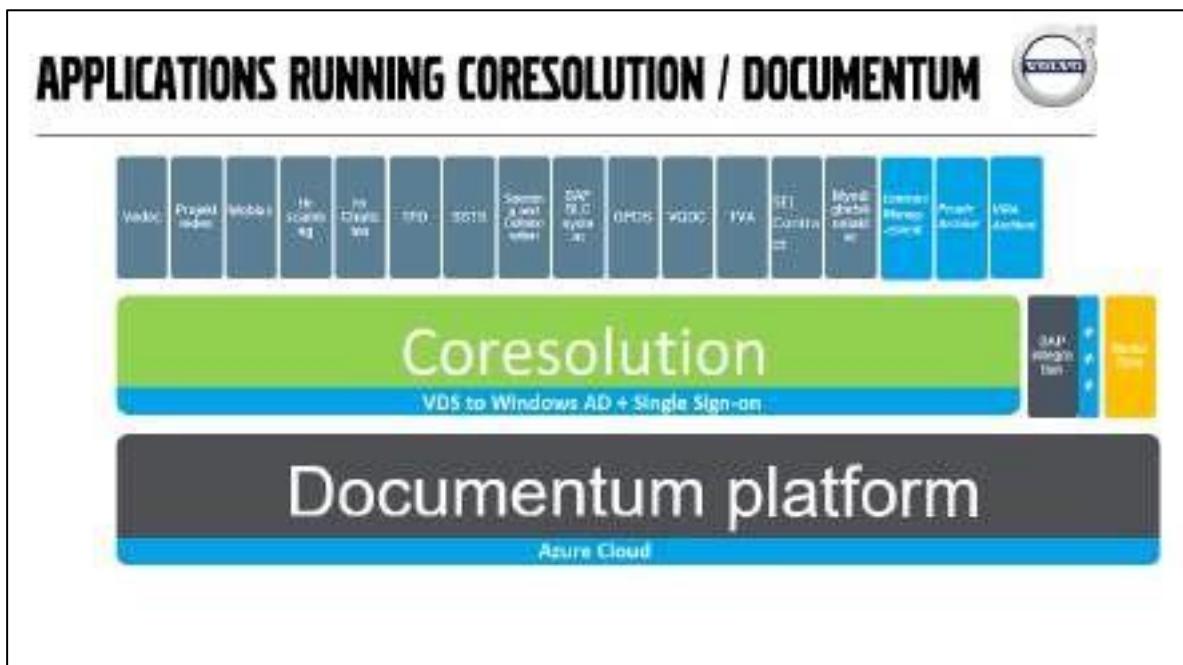
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The Supplier shall support the Documentum platform within these areas

### 3.6.3. Enterprise Content Management

The Enterprise content management contract is supporting both Documentum platform and the following application structure (despite the yellow marked box Nevis and Spie).



Documentum platform management including servers and infrastructure supporting other applications running at Purchaser. In the above picture this is visualized as the 2 grey boxes. It includes the platform and the Documentum SAP integration. This part of the Service Specification is only intended to support standard products and the maintenance of the same. The Documentum platform shall support following integration solutions:

- Coresolution and applications.

Supplier shall support backend Documentum platform and not the frontend applications that are managed under different service objects. Whereas for all other applications the frontend is also a customized Documentum application called Webtop.

- Projektleden (application maintained in other service object).
- Nevis/Spie (application maintained in Commercial Operations service object).

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- Maintenance and support
- Patching and upgrades
  - Plan and act upgrade and patches
  - Minor Patches shall be delivered as and when needed
- Proactive maintenance
  - Secure stability and maintainability of the platform by proactively monitor and secure the ability of the system. I.e. sessions memory ...
  - Help application teams building solutions in the system by providing best practice on how to implement Documentum solutions. For instance how to secure proper session handling.
- Security and availability
  - High availability environment
  - Monitoring of service
  - Monitoring of access to system
  - Monitoring of access within the system
- Secure accountability of licenses used for all related products
- Manage release plan for platform upgrades, related application releases, change affecting the SAP integration, windows patching, Oracle patching and all other dependant services.
- Support upgrades/installations of applications using the Documentum platform and infrastructure changes affecting the platform
  - Spie/Nevis
  - Projektdededen
  - Applications developed on Coresolution
  - Network changes
  - Server changes
  - Other infrastructure changes
- Support with platform expert, SME (subject matter experts) to secure the quality of the service. The SME shall be available to be used by integrating applications when needed.
- Support changes in SAP integration and secure a high availability on the same.

## Coresolution and applications

The coresolution and applications part is intended to gather the applications/customizations made on the Documentum platform to support the Purchaser's information management rules. This includes the functionality to comply with GIS (Global Information System).

This layer consists of one core implementation of which several applications/customizations is built.

The core layer is the Coresolution implementation.

Applications/customizations built on top of Coresoultion

- Vedoc
- Projektdededen

N:



## Service Object Specification Legacy hosting

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- Mobius
- HR Scanning
- HR Charleston
- TFD
  
- SSTS
- Sourcing and Collaboration
- SAP SLC System
- GPDS □ VQDC
- TVA
- SEL (contract)
- Myndighetskontakter

All of the above differ in size and complexity. Only Vedoc is considered an “own” application and therefore added in Alfabet. All others are considered a customization for an explicit business function on top of Coreloution.

The main fundament of the information management solution built on Documetum is the Coresolution. Coresolution is an implementation of the information management rules at the Purchaser and comply with the retention-based concept of GIS (Global Information System).

- Supporting Coresolution is maintaining the core fundament of the solution.
- Coresolution is built on WebTop with both WSK implementations as well as server side as server side implementations.
- One team shall support the transformation of moving to other clients such as DB2 and xCP

On top of the Coresolution base several applications built, please find details in the Baseline document.

## End-to-End service requirements for Documentum Platform & ECM

## Service Object Specification Legacy hosting

Name of document

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ID	Requirement Category	Requirement Description
ECM01	General	<p>The Supplier shall manage all parts of the Documentum installations/upgrades including but not restricted to the following tasks</p> <ul style="list-style-type: none"> <li>• Plan and act on releases connected to life cycle on the product to avoid any extended support.</li> <li>• Secure that the product never reaches the extended support part of the license agreement.</li> <li>• Support and Co-ordinate patching on underlying environment such as Windows server patching</li> </ul>

N:

**Service Object Specification Legacy hosting**

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ECM02	General	The Supplier shall update KB-articles to reflect the most common issues/questions about the maintained products/applications.		
ECM03	General	The Supplier shall manage user administration (add, delete, change) and supporting how to get access to the applications.		
ECM04	General	The Supplier shall work in proactive manner to avoid incidents. Finding new way to monitor services by levering native platforms functionalities/scripts & functions to monitor memory utilization, performance and likewise and act upon the findings to avoid incidents.		
ECM05	Competence	<p>The Supplier shall have excellent Documentum skills in the following products (but not restricted to)</p> <ul style="list-style-type: none"> <li>• WebTop</li> <li>• Content Server</li> <li>• MTS</li> <li>• CTS</li> <li>• xPlore</li> <li>• WDK development</li> <li>• D2</li> <li>• AS4SAP</li> <li>• DA</li> <li>• Composer</li> <li>• Workflow Manager</li> </ul> <p>As the platform evolves over time the need for Documentum knowledge shall change and the Supplier shall react on those changes to secure competence within those areas.</p>		
ECM06	General	Supplier shall have 1 person located at Gothenburg, Sweden to support the Documentum & ECM Platform delivery		
ECM07	Risk Management	The Supplier shall continuously identify IT risks in the Service and present to the Purchaser and updated.		
ECM08	Governance	The Supplier shall be able to perform check-in of new major applications by request from the Purchaser. This shall be done in accordance with the application implementation process at the Purchaser.		

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Type of document Service Object legacy hosting	Security class: Confidential	Issue 1.12	Date 2022-06-30									
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				Includes (but not restricted to);								
<ul style="list-style-type: none"> <li>• Collecting necessary Application Information from the Purchaser Application Owner</li> <li>• Check in to service desk</li> <li>• Write necessary KB-articles</li> <li>• Create, order, test and deliver service requests end-to-end.</li> <li>• Create Service requests, how-to guides</li> </ul> <p>As part of the check in procedure, the supplier must assimilate the proper knowledge within the team to be able to provide support for the checked in application.</p>												
<p>ECM09      Governance</p> <p>The Supplier shall be responsible for collecting the information needed to be able to comply with the licenses for the Documentum platform.</p> <p>The Supplier shall be responsible for the accuracy of the information delivered to the Purchaser and the Supplier shall be held responsible for any deviation.</p>												
<p>ECM10      Documentum</p> <p>The Supplier shall be responsible to keep all documentation regarding the solution up to date. This includes (but is not restricted to);</p> <ul style="list-style-type: none"> <li>• System Documentation. <input type="checkbox"/> Functional Specification</li> <li>• Technical Specification</li> <li>• Installation Instruction</li> <li>• Restore Documentation</li> <li>• Architectural Documents</li> <li>• Monitoring Guidelines</li> </ul>												
<p>ECM11      Governance</p> <p>The Supplier shall be responsible for holding a plan for releases and must follow the Purchasers change process. The Supplier is responsible for communicate the release and coordinate with stakeholders.</p>												
<p>ECM12      General</p> <p>The Supplier shall deliver support to all applications using the platform.</p>												

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ECM13	Competence	The Supplier shall deliver a SME, subject matter expert, to:
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		<ul style="list-style-type: none"> <li>• Plan and execute the long term lifecycle of the product</li> <li>• Support all connected applications with best practice on development on Documentum as platform. This also includes applications outside the Core solution scope. For instance Nevis/Spie and Projektleden.</li> <li>• Perform cyclic reviews of the system performance, stability and health.</li> </ul>		
ECM14	General	<p>The Supplier shall perform restore test of the Documentum environment at least one time a year.</p>		
ECM15	Test	<p>The Purchaser is responsible for test and sign-off during development in the quality assurance environment prior to releases. The Supplier shall perform the test and verification in the production environment during deployment.</p>		
ECM16	Competence	<p>The Supplier shall have excellent knowledge in development on Documentum as a platform and how to maintain solutions built on the Documentum platform.</p> <p>Members of the team is required to have experience from at least (but not restricted to)</p> <ul style="list-style-type: none"> <li>• WDK</li> <li>• Java</li> <li>• DFC</li> <li>• DFS</li> <li>• DQL</li> <li>• D2</li> <li>• Workflow Manager</li> <li>• Composer</li> <li>• AS4SAP</li> <li>• MTS/CTS</li> </ul>		
ECM17	Communication	<p>The Supplier shall follow the Purchasers change process and is responsible for communication around the planned release and collect all needed approvals from stakeholders.</p>		
ECM18	General	<p>The Supplier shall keep the GIS table in Core solution up to date and react to all changes made in the source matrix for the retention policies.</p>		

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Service Object Specification Legacy hosting				Name of document
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		The Supplier is responsible that the retention dates set by the Core solution framework are accurate at all times.		
ECM19	General	The Supplier shall test and verify all supported devices from the Antarctica Bars device policy. Mac and Windows platform is to be verified for support in the environment.		
ECM20	Documentation	The Supplier shall update all documentation accordingly and is responsible for user instructions written from the user perspective. I.e. It shall be simple to understand the instruction and the documentation shall contain both text and picture visualizing the way to perform certain actions in the system.		
ECM21	Transform	The Supplier shall create an information site for the Enterprise Content Management Product with all necessary documentation on how to gain access to the system and where to find user instructions.  The Supplier shall keep the site updated to make sure the latest user information is always available.		
ECM22	Competence	Prior to introduce new employees in the support team, the Purchaser shall have the option to review the CV for the suggested person. The Supplier shall clearly state that the new team member has the appropriate background for the new role in the team.		
ECM23	General	The Supplier shall be responsible for managing all packaging activities connected to the Enterprise Content Management application. That also includes update 3 <sup>rd</sup> party licensing updates (for instance the Catia application) whenever necessary.		
ECM24	General	In order to be able to do installations and in the same time secure tha availability for the Vedoc application the Supplier shall always secure the availability of the standby environment during upgrades.		
ECM25	Upgrades	The Supplier shall perform minor upgrades as part of the operations which includes service packs, patching of platform, minor changes in applications integrations with platform. The minor upgrades shall		

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	<p>be preferably performed twice a year or at least once a year.</p> <p>Major platform upgrades (i.e. upgraded between major versions) shall treated as projects and is not included in the above.</p>
ECM26	Support coverage

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## 4. KPI – PI – Reports

For all KPI/PI/Reports all historical data and trends shall be available.

KPI/ PI	Name	How to Definition	Calculation	Target table measure	Accep Level level	Weight Date
KPI 1	Service Operations - Mainframe & IBMi Platform Service Availability	<p>Availability % = (Total agreed service hours – Downtime hours) / Total agreed service hours)</p> <p>All individual measurement components Availability % (Host, CICS, IMS, DB2 per LPAR) are included</p> <p>Total agreed service hours: Total hours deducted with planned and agreed maintenance windows and planned upgrades/releases windows</p> <p>Note: Purchaser's Data Centre, Network, or other components issues outside Mainframe &amp; IBMi LPAR's are excluded from availability calculation.</p>		Runtime Reporting Tool	99.98 %	100% 50%

KPI 2	Suggest automation activities or six activities for interventions to reduce the manual interventions	Propose & Implement at least one activity per service in each PI period which shall lead to more manhour efforts, automation or avoid Mainfra increase manual intervention.	1 per month avoiding manual intervention.	1 per (2 PI)	3 every 25%
Avoid manual interventions	IBMi, Mainfr ame & ECM.	Manual Reporting	IBMi, Mainfr ame & ECM.	per time, workflows, etc	ECM.

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KPI 3	Technical skills	Capability Matrix for Designated or Key Technical Point of Contacts for Mainframe & IBMi	Share technical skills matrix for designated or key technical point of contacts to show their technical delivery capabilities such as PI Planning, collaboration with App, teams and handling the requests.	Based on the involvement in PI Planning and Collaboration with App. Teams for these designated or key technical point of contacts
PI 1	Service Experience/Feedback	Satisfaction Index based on Stakeholders Feedback	Perform a customer survey with the Product Owner that are involved in Service of Legacy Hosting. 1-4 not satisfied 5-6 neutral 7-8 satisfied 9-10 promoters	Email
PI 2	DR Test	Implementation of DR Test for Mainframe & IBMi Platform	Execution of DR Test with Application Teams on Mainframe & IBMi Platform	Manual Reporting

PI 3	Product Lifecycle Management	All platforms products (hardware & software) to be on supported version and continuous efforts to bring the version to latest or the latest -1 version. Product versions shall never be in the state extended support or out of support.	Report version and release levels of all Platform hardware & software	Manual Reporting
PI 4	Access Review	Perform Access review & removal privileges and/or access for all high to privileged accounts in Mainframe & IBMi environment. Only Oracle access formally approved by review for ECM responsibility.	Review all personal identities with high sensitive resources in Mainframe & IBMi. Ensure that all accesses are known and Managers with functional responsibility.	IBMi: VSAFE ACF2 Mainfr Mainframe: IBMi & ECM: Oracle

Name of document <b>Service Object Specification Legacy hosting</b>									
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PI5	Competency	Backfill and Experience (Competent) for designated resources	Time to replace a resource leaving and level of competency for the designated resources from different areas	Manual Tracking - Time between persons day of leaving vs new persons fist day	Backfil I – 30 Days	NA	N/A	Monthly Delivery Repor	Monthly

**Reports:**

<b>Reports</b>	<b>Definition</b>	<b>Frequency</b>
CPU, Storage, Backup & Print	Report per application covering CPU, Storage, Backup & Print volumes	Monthly
NCPU	NCPU utilization within Purchaser environments	Daily, Weekly & Monthly
MIPS	MIPS utilization within Purchaser environments	Weekly & Monthly
CPW	CPW utilization within Purchaser environments	Monthly
Capacity reports	Capacity Management report that provides details on utilization, demand and forecasts	Monthly
Abend status	List of abends per application	Monthly
DR Test Report	Update disaster recovery plan for Mainframe & IBMi operating system and Data in case of service disruption – Planned and Unplanned	Yearly
Security report	Report delivers detailed reporting about “user profile related” security issues	Weekly
Licenses, Hardware, Software & OS Versions	Report all the Platform Products (Hosting Licenses, Hardware, Software & OS Versions)	Quarterly
Documentation	Update the Procedure Manual document in case of any changes in the environment	Half-Yearly



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DR Documentation	Update disaster recovery plan for Mainframe & IBM I operating system and Data in case of service disruption – Planned and Unplanned	Yearly
Print	Report the Print volumes of Plastic, Standard Printing & Standard Paper	Monthly
Backup Failure	Percentage of un-successful system backups taken	Monthly
PAH (Properly Administered Host)	Documentation for manage of Mainframe & IBM I system	Yearly
Asset management	Volume of server, Operative system, storage version and responsibility for incident information	Monthly
Incident, Problem, Change & Requests	Information on the volume of Incident, Problem, Change & Requests with their status.	Monthly
Agile – Features/Stories/Tasks	List of tasks, stories, features delivered during a PI based on definition of done criteria and accepted by Product Owner	Quarterly
Attrition	Number of voluntary attritions for designated resources along with a report stating overall status of current service impact due to attrition if any	Monthly
Certifications for ECM	Percentage of Team that has done needed on Azure (50%) and modern Documentum applications (30%) certifications. *If needed trainings and resources can be arranged through Open Text.	Quarterly
ND budget follow-up ECM	Track ND budget vs utilized ND budget together with deliveries made using that budget.  - Agreed ND Budget, hours  - Utilized ND budget, hours	Quarterly
License Compliance ECM	Achieved outcome for the utilized hours - % Of Objectives Achieved Number of utilized licenses.	Monthly



Below is the status of all the exhibits for this Service Specification based different delivery models for different services like ANTARTICA Managed Product DevOps Model, Managed Operations and Software as a Service:

1. **Exhibit 1 - Baseline:** Refer “Service Object Specification Legacy Hosting - Exhibit 1 - Baseline.docx”
2. **Exhibit 2 - Pricing:** Refer “Service Object Specification Legacy Hosting - Exhibit 2 – Pricing.docx”
3. **Exhibit 3 - Data Processing:** Refer “Service Object Specification Legacy Hosting - Exhibit 3 - Data Processing.pdf”
4. **Exhibit 4 - Optimization, Transformation & One Time Tasks:** Refer “Service Object Specification Legacy Hosting - Exhibit 4 - Optimization Transformation and One-Time Tasks.docx”
5. **Exhibit 5 - Transition Plan:** Not Applicable
6. **Exhibit 6 - Dependencies on other key Service Objects:** Not Applicable
7. **Exhibit 7 - Software List:** Refer “Service Object Specification Legacy Hosting - Exhibit 7 - Software List.docx”
8. **Exhibit 8 - Subcontractor information:** Not Applicable

Signature field

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## 5. Exhibits Summary

Antartica Bar Corporation

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HCL Technologies Limited

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Harshdeep-Arora (Jun 30, 2022 14:00 GMT+5.5)

Antartica Bars

Jakob Arvidsson

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## Exhibit 1

### Under the Service specification for Service Object Legacy Hosting

Regarding Baselines

Confidential



Date 2022-06-30

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Issuer <i>Antartica Bar - Consumer &amp; Enterprise Digital</i>			Exhibit 1

**Document revision history [Delete when making final document]**

Date	Who	Comment
2022-02-18	Jan Almqvist	V1.1 Legacy Hosting revised baseline Co-Design22

KIF No: 343222



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## 1. Introduction

The Baseline for each Service Object contains the following:

All the data used to build the Supplier's solution to produce the validated offer submitted to the Purchaser on 4<sup>th</sup> of February 2022

Baseline will be agreed as part of contract signing for Legacy Hosting required solutions. New and removed scope along with the commercial impact will handled through the Change Control Procedure and agreed by the Parties post the Effective Date.

## 2. Baselines for Legacy Hosting Service Object

### 2.1. Mainframe:

		Quantity
MIPS (million instructions per second ) per month		2255
Storage per month (Online)		6 TB
Backup per month (Offline)		71 TB
<b>Subsystem</b>		
	Production	Quantity
	WAS	4
	DB2	8



	Datacom	2
	IMS	8
	CICS	3
	<b>Test&amp;Dev</b>	
	WAS	2
	DB2	6

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	IMS	6
	CICS	3
	Datacom	1
High availability included commercial		

## 2.2. IBMi:

Current volume:					
			<b>Quantity</b>		
CPW (Commercial Processing Workload) per month			21647		
Storage per month (Online)			34 TB		
backup per month (Offline)			560 TB		




Production LPAR			4		
Test/Dev LPAR			1		
LPAR base on Mimix			1		

### 2.3. Additional Services:

Service:	Quantity
VIDB/VV90	1
OnDemand Service	1
PGP Encryption/Decryption for IBMi	2
SPP support services	1

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Exhibit 1	Type of document	Security class:	Issue	6 (6)
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HATS-Host Access Transformation Services	4
OPC support for all factories	1
ZOS connect	6
IDZ and ADDI	1
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## Exhibit 2 - Pricing

Under the Service specification for Service Object  
Legacy Hosting

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## 1. Introduction

This Exhibit is part of the Master Services Agreement between the Purchaser and the Supplier and stipulates the pricing and any special terms applicable to the Services to be performed in accordance to the Service Specification for Service Object *Legacy Hosting*.

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## 2. Applicability

This Exhibit 2 applies only to the Service Specification as per the term of services mentioned below.

Service	Commencement Date	Term of Service	End Date of the term
Transition Services as per Exhibit 5 – Transition Plan	Not Applicable	Not Applicable	Not Applicable
Services as per the Service Specification	2022-09-01	40 months	2025-12-31

## 3. Transition Services cost

The agreed costs along with the payment milestones for Transition Services as per Exhibit 5 – Transition Plan are set out in the table below.

Milestone Description	Milestone Invoice Date	Cost (USD)
Not Applicable	Not Applicable	Not Applicable

## 4. Operations cost

4.1 The agreed monthly costs for the Services are set out in the table below. All costs are in USD.

Month	Monthly Capacity Cost (USD)	
Sep-22	\$	882 236,04
Oct-22	\$	882 236,04
Nov-22	\$	882 236,04
Dec-22	\$	882 236,04

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<b>Total September 2022 – December 2022</b>	\$	<b>3 528 944,14</b>
Jan-23	\$	882 236,04
Feb-23	\$	882 236,04
Mar-23	\$	882 236,04
Apr-23	\$	882 236,04
May-23	\$	882 236,04
Jun-23	\$	882 236,04
Jul-23	\$	882 236,04
Aug-23	\$	882 236,04
Sep-23	\$	859 290,68
Oct-23	\$	859 290,68
Nov-23	\$	859 290,68
Dec-23	\$	859 290,68
<b>Total January 2023 – December 2023</b>	\$	<b>10 495 051,02</b>
Jan-24	\$	859 290,68
Feb-24	\$	859 290,68
Mar-24	\$	859 290,68
Apr-24	\$	859 290,68
May-24	\$	859 290,68
Jun-24	\$	859 290,68
Jul-24	\$	859 290,68
Aug-24	\$	859 290,68
Sep-24	\$	836 964,85
Oct-24	\$	836 964,85
Nov-24	\$	836 964,85
Dec-24	\$	836 964,85
<b>Total January 2024 – December 2024</b>	\$	<b>10 222 184,86</b>
Jan-25	\$	836 964,85
Feb-25	\$	836 964,85
Mar-25	\$	836 964,85
Apr-25	\$	836 964,85

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May-25	\$	836 964,85	
Jun-25	\$	836 964,85	
Jul-25	\$	836 964,85	
Aug-25	\$	836 964,85	
Sep-25	\$	836 964,85	
Oct-25	\$	836 964,85	
Nov-25	\$	836 964,85	
Dec-25	\$	836 964,85	
<b>Total January 2025 – December 2025</b>	<b>\$</b>	<b>10 043 578,22</b>	

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4.2 The agreed unit costs for the Services are set out in the table below. All costs are in USD

Sub-Level	Unit name	Unit measure	Resource Baseline (Monthly Volume)	Cost per Unit Sep 2022 – Aug 2023	Cost per Unit Sep 2023 – Aug 2024	Cost per Unit Sep 2024 – Dec 2025
Mainframe	<i>MIPS per month</i>	<i>MIPS (million instructions per second) per month</i>	2255	177,11	172,33	167,68
Mainframe	<i>Storage per month</i>	<i>Storage per month TB</i>	6	6 255,39	6 086,49	5 922,16
Mainframe	<i>Backup per month</i>	<i>Backup per month TB</i>	71	750,64	730,37	710,65
Mainframe	<i>Production</i>	WAS	4	2 097,88	2 041,24	1 986,12
Mainframe	<i>Production</i>	DB2	8	1 525,35	1 484,17	1 444,10
Mainframe	<i>Production</i>	Datacom	2	399,23	388,45	377,97
Mainframe	<i>Production</i>	IMS	8	1 106,97	1 077,08	1 048,00
Mainframe	<i>Production</i>	CICS	3	474,47	461,66	449,19
Mainframe	<i>Test&amp; Dev</i>	WAS	2	2 097,88	2 041,24	1 986,13
Mainframe	<i>Test&amp; Dev</i>	DB2	6	1 525,35	1 484,17	1 444,10
Mainframe	<i>Test&amp; Dev</i>	IMS	6	1 106,97	1 077,09	1 048,00
Mainframe	<i>Test&amp; Dev</i>	CICS	3	474,47	461,66	449,19
iSeries	<i>Test&amp; Dev</i>	Datacom	1	399,23	388,45	377,97
iSeries	CPW	<i>CPW (Commercial Processing Workload) per month</i>	21647	3,77	3,66	3,56
iSeries	Storage	<i>Storage per month TB</i>	34	596,29	580,19	564,53

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iSeries	<i>Backup</i>	<i>backup per month TB</i>	560	30,30	29,48	28,69
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iSeries	<i>Production NSC</i>	<i>LPAR per month</i>	4	2 981,33	2 900,84	2 822,51
Mainframe	<i>TEST/DEV NSC</i>	<i>LPAR per month</i>	1	5 962,66	5 801,67	5 645,02
Mainframe	<i>HA Solution LPAR Mimix</i>	<i>LPAR base on Mimix</i>	1	5 962,66	5 801,67	5 645,02
VIDB/VV90	Managed Product	fixed/month	1	22 321,46	21 718,78	21 132,37
OnDemand Service	Managed operations classic	fixed/month	1	7 957,19	7 742,35	7 533,31
PGP Encryption/Decryption for IBMi	Managed Product	fixed/month	2	877.08	853.40	830.36
SPP support services	Software As A Service	fixed/month	1	105 084,00	102 246,73	99 486,07
HATS-Host Access Transformation Services	Managed Product	fixed/month	4	1050.19	1050.19	1050.19
OPC support for all factories	Managed Product	fixed/month	1	14 982,25	14 577,73	14 184,13
ZOS connect	Managed Product	fixed/month	6	1 423,04	1 384,62	1 347,23
IDZ and ADDI	Managed Product	fixed/month	1	2 886,86	2 808,92	2 733,08
Enterprise Content Management	Managed Product	Per application	1	28 207,32	28 207,32	28 207,32

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4.3 The estimated Monthly Costs for the Managed Capacity are set out in the table below. The estimated Monthly Cost are calculated based on the roles and volumes defined in Exhibit 1 (Baseline) to this Service Object and the hourly rates defined in Exhibit A to Appendix L (Rate card). If any conflict between the table below and the Exhibit 1 and the Exhibit A to Appendix L, then the Exhibit 1 and the Exhibit A to Appendix L will prevail.

Month	Monthly Capacity Cost (USD)
Sep-22	\$19 188,74
Oct-22	\$19 188,74
Nov-22	\$19 188,74
Dec-22	\$19 188,74
<b>Total September 2022 – December 2022</b>	<b>\$76 754,94</b>
Jan-23	\$19 188,74
Feb-23	\$19 188,74
Mar-23	\$19 188,74
Apr-23	\$19 188,74
May-23	\$19 188,74
Jun-23	\$19 188,74
Jul-23	\$19 188,74
Aug-23	\$19 188,74
Sep-23	\$19 188,74
Oct-23	\$19 188,74
Nov-23	\$19 188,74
Dec-23	\$19 188,74
<b>Total January 2023 – December 2023</b>	<b>\$230 264,83</b>
Jan-24	\$19 188,74
Feb-24	\$19 188,74
Mar-24	\$19 188,74
Apr-24	\$19 188,74
May-24	\$19 188,74
Jun-24	\$19 188,74
Jul-24	\$19 188,74

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Aug-24	\$19 188,74
Sep-24	\$19 188,74
Oct-24	\$19 188,74
Nov-24	\$19 188,74
Dec-24	\$19 188,74

<b>Total January 2024 – December 2024</b>	<b>\$230 264,83</b>
Jan-25	\$19 188,74
Feb-25	\$19 188,74
Mar-25	\$19 188,74
Apr-25	\$19 188,74
May-25	\$19 188,74
Jun-25	\$19 188,74
Jul-25	\$19 188,74
Aug-25	\$19 188,74
Sep-25	\$19 188,74
Oct-25	\$19 188,74
Nov-25	\$19 188,74
Dec-25	\$19 188,74
<b>Total January 2025-December 2025</b>	<b>\$230 264,83</b>

## 5. Total Bonus Value

The Service Bonus Model and the calculation of the Bonus Value is defined in Appendix F, Section 5. The Total Bonus Value for this Service is defined as:

- As 4% of the Monthly Cost, defined in Section 4.1 above. (i.e. the Total Bonus Value is the span between 96% – 100% of the Monthly Cost)

## 6. Invoicing Terms

The invoicing and payment terms monthly retroactive, as set out in Appendix L to the Agreement, will apply.

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Issuer <b>Antartica Bars Corporation</b>		Exhibit 2	Purchaser and Supplier have agreed

to change from, current Flexibility model for Mainframe and I-series described in Exhibit 2, chapter 5.1, to a new commercial model for scale up and scale down services.

The change is planned to take place from the 1st of September and negotiation regarding new unit prices is to be finished before that date.

## 7. Special terms



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When doing these negotiations below stated principles are agreed, and new scale up/down unit prices, according to below principles will be negotiated before September 1st.

- Agreement on moving from current Flexibility model, and to introduce Scale up/Scale down model in Appendix L – ie to implement the model in Exhibit 2 for Legacy hosting services
- Principle agreement on scale up – use slab/thresholds – 10%,20% and 30%.
- Principle agreement on scale down – use slab/thresholds – 10%,20% and 30%.
- Principle agreement on unit price change for scale up – adapt Unit price changes in standard model for 10% and 20% threshold to reflect current terms in total value – details to be negotiated after 2022-07.
- Principle agreement on unit price change for scale down – adapt unit price changes in standard model for 10% and 20% thresholds – to be negotiated after 2022-07.
- Any change that have commercial impact for year 2022 shall be handled by the principle of dividing the year in time by validity for each model – ie if new model start is the first of September 2022, the old model is valid for 8/12 regarding all terms and need to be adapted to cater for part of 2022. New model start from the 1st of September.

#### **Service Bonus**

- Service Bonus is applicable for fixed spend deliveries
- Calibration period: Antarctica Bars and HCL agree to a 6-month calibration period for arriving at acceptable and target service level for all KPIs including Resources fulfilment & attrition KPIs. These recalibrated levels are to be jointly agreed at the product area level and discussions supported by VE lead & procurement.
- For Attrition KPI measurement it will be only applicable for designated & dedicated resources working for fixed delivery.

## **8. Contact persons**

Purchaser's key commercial contact for the Service(s) will be: Lisa Jonsson, lisa.jonsson@Antarticabars.com  
 Supplier's key commercial contact for the Service(s) will be: Jan Almqvist, jan.almqvist@hcl.com

21 February 2022

**EXHIBIT 3 – DATA PROCESSING****DESCRIPTION OF PROCESSING ACTIVITIES**

**NAME OF PROCESSING ACTIVITY(IES): IT SERVICES (UNDER MASTER SERVICE AGREEMENT)**

**1. SCOPE, TYPE AND PURPOSE OF THE INTENDED COLLECTION, PROCESSING OR UTILIZATION OF PERSONAL DATA, KIND OF PERSONAL DATA, CATEGORIES OF DATA SUBJECTS AND ROLES OF THE PARTIES:**

**Scope & Purpose**

Supplier will process personal data as necessary to perform IT Services pursuant to the Agreement and its appendices, and as further instructed by Antarctica Bars in its use of the Services including but not limited to application maintenance, application development and Infrastructure Services.

IT Services consist of among other things the following activities in relation to personal data: [use of personal data to set up, operate, monitor and provide the Services (including support), provision of consulting services; upload any fixes or upgrades, back up of personal data; computer processing of personal data, including data transmission, data retrieval, data access; execution of instructions of Antarctica Bars in accordance with the Agreement.

**Roles**

Antartica Bars is Controller and the Supplier is Processor

**Type of personal data and categories of data subjects**

The supplier (Processor) will for the applicable Service process personal data described in column “Data Element” in Attachment A to this document.

Data Subjects for the applicable Service are described in column “Data Subject” in Attachment A to this document.

**2. DURATION OF THE PROCESSING OF PERSONAL DATA:**

The processing activity will continue for as long as the Agreement is valid and for a period of three (3) months thereafter to allow the Processor to erase or retransfer the personal data.

**3. ADDITIONAL INSTRUCTIONS:**

N/A

21 February 2022

**4. PLACE OF PROCESSING:**

Personal data will for the applicable Service be processed at the locations described in column “Hosting location” and “Additional country” in Attachment A to this document.

**5. TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES:**

Refers to Appendix H and Appendix O (Antartica Bars Minimum Cybersecurity Requirement), which covers this area

**6. SUB-PROCESSORS:**

Personal data will for the applicable Service be processed by sub-processors as described in column “3-rd party details” in Attachment A to this document

**7. ATTACHMENTS:**

Attachment A: DPA data form





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## **Exhibit 4 – Optimization Transformation and One-Time Tasks (OTOT)**

### **Under the Service specification for Service Object Legacy Hosting**

Regarding: Optimisations, Transformation and One-Time tasks

Confidential

Date: 2022-06-30

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Type of document Service Object Legacy Hosting	Security class: Confidential	Issue 1.0	Date 2022-06-30
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### Document revision history

Date	Who	Comment
2022-06-30	Karthikeyan Rajendran	Final

Name of document	Page		
Optimisation, Transformation and One-time tasks			3 (4)
Type of document Service Object Legacy Hosting	Security class: Confidential	Issue 1.0	Date 2022-06-30
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3. Transformation ..... 4

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## 1. General

This Exhibit is a part of the Master Services Agreement between the Purchaser and the Supplier. The document details tasks that can or will be performed by the Supplier and that is of a one-time nature. It outlines the different Optimisation tasks the Supplier plans to perform as well as the offered Transformation ideas. Finally it contains tasks of a one-time nature but that for some reason is not part of the Transition.

It shall not in any way be interpreted as exempting the Supplier from performing the necessary actions to fulfil all requirements in the Service Object Service Specification. If there is a conflict between this Exhibit and the overarching view of the Delivery in the Service Object Service Specification, the Service Object Service Specification shall prevail.

## 2. Optimisation & One-Time Tasks

Please refer the section 3.4.3, 3.4.5 & 3.4.6 2 in the Service Object Specification Legacy Hosting for Optimization & One-Time Tasks.

## 3. Transformation

Supplier shall discuss and agree with the Purchaser for all Transformation related activities and will be handled via separate Statement of Work (SoW) and Change Note Process.



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## Exhibit 7

### Under the Service specification for Service Object Legacy hosting

Regarding: software list for both Mainframe & IBM i

Confidential

Date: 2022-06-30



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#### Document revision history

Date	Who	Comment
2019-03-21	Hossein Hedayati	Update information
2022-06-21	Hossein Hedayati	Update information

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## 1. Introduction

Software & License Vendor	Software & License on Mainframe	Software & License Owner	Comments
4ST	MVS/Quick-ref	HCL	
Allens systems group	ASG-ControlManager	HCL	
Allens systems group	ASG-DataMananger	HCL	
Allens systems group	ASG-DictionaryManager	HCL	
BMC	Atrium Discovery for z/OS	HCL	
BMC	Energizer/IMS	HCL	
BMC	Extended Terminal Assist Plus	HCL	
BMC	IMAGE COPY PLUS	HCL	
BMC	MainView AutoOperator for IMS	HCL	
BMC	MAINVIEW for CICS	HCL	
BMC	MAINVIEW for DB2	HCL	
BMC	MainView for IMS Online	HCL	
BMC	MAINVIEW for z/OS	HCL	
BMC	MainView SYSPROG Services	HCL	
BMC	MAXM Reorg/EP for IMS	HCL	
BMC	POINTER CHECKER PLUS	HCL	
CA	CA Gen software (several products)	HCL	
CA	CA ACF2®	HCL	

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CA	CA ASTEX Performance Package	HCL	
CA	CA Cleanup for CA-ACF2®	HCL	
CA	CA Common Services for z/OS	HCL	Unpriced

1.1



## Software & licenses

The following section describes the included software & licenses for the provisioning of the service distributed on software/license the vendor and owner. All software in the following included Mainframe and IBM I services. For softwares & licenses, where Antartica IT is defined as the software & license vendor, are the Supplier responsible for those software and licenses.

### 1.1.1 Mainframe:

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CA	CA Database Analyzer® for DB2 for z/OS	HCL	
CA	CA Datacom Database Datadictionary™ Option	HCL	
CA	CA Datacom Database Option for CICS Services	HCL	
CA	CA Datacom Database SQL Option	HCL	
CA	CA Datacom®/DB	HCL	
CA	CA Dataquery for CA-Datacom® w/MFL	HCL	
CA	CA Deliver™ Output Management	HCL	
CA	CA Detector® for DB2 for z/OS	HCL	
CA	CA Disk™ Backup and Restore	HCL	
CA	CA Easytrieve Report Generator	HCL	
CA	CA Easytrieve Report Generator Option for DB2	HCL	
CA	CA Easytrieve Report Generator Option for IMS	HCL	
CA	CA Endevor® Software Change Manager Automated Configuration	HCL	
CA	CA Endevor® Software Change Manager External Security Interface	HCL	
CA	CA Endevor® Software Change Manager for Mainframe	HCL	
CA	CA Endevor® Software Change Manager for Mainframe Extended Processors	HCL	
CA	CA Endevor® Software Change Manager Parallel Development	HCL	
CA	CA Endevor® Software Change Manager Quick Edit	HCL	
CA	CA Fast Load™ for DB2 for z/OS	HCL	
CA	CA Fast Unload® for DB2 for z/OS	HCL	

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CA	CA Ideal for CA-Datacom®	HCL	
CA	CA Log Analyzer® for DB2 for z/OS	HCL	
CA	CA Output Management Web Viewer for Windows	HCL	
CA	CA Plan Analyzer® for DB2 for z/OS	HCL	
CA	CA PMO™ Runtime Performance Optimizer	HCL	
CA	CA QuickFetch	HCL	
CA	CA RC/Migrator® for DB2 for z/OS	HCL	
CA	CA RC/Query® for DB2 for z/OS	HCL	
CA	CA RC/Update® for DB2 for z/OS	HCL	
CA	CA Spool Print Management Package	HCL	
CA	CA Spool™ Print Management AFP to PDF Transformer	HCL	
CA	CA Sysview Realtime Performance Management	HCL	
CA	CA Sysview Realtime Performance Management CA-Datacom® Option	HCL	
CA	CA Sysview Realtime Performance Management Option for CICS	HCL	
CA	CA View	HCL	
CA	CA View AFP to PDF Transformer Option	HCL	
CA	CA View Extended Retention Option	HCL	
Compuware	ThruPut Manager SE (TM/AE)	HCL	
IBM	Application Performance Analyzer V14	HCL	
IBM	CICS Performance Analyzer for z/OS	HCL	
IBM	CICS TS for z/OS V5	HCL	
IBM	COBOL AND CICS/VS CONVER AID	HCL	
IBM	DB2 for z/OS	HCL	

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IBM	DB2 Connect Unlimited Edition for zSeries for Linux	HCL	
IBM	DB2 Utilities Suite	HCL	
IBM	Debug for z Systems	HCL	
IBM	zOS Connect	HCL	
IBM	IBM Developer for z/OS (iDZ)		
IBM	Enhanced ACIF	HCL	
IBM	Enterprise Cobol for z/OS V6	HCL	
IBM	Fault Analyzer V14	HCL	
IBM	File Manager V14	HCL	
IBM	GDPS	HCL	
IBM	Health checker	HCL	Unpriced
IBM	IBM 31 Bit SDK for z/OS	HCL	Unpriced
IBM	IBM 64 Bit SDK for z/OS	HCL	Unpriced

IBM	IBM DB2 Connect Unlimited Edition for System Z for Linux on z Host Server	HCL	
IBM	IBM Library for REXX/370	HCL	
IBM	IBM System Automation	HCL	
IBM	IBM Tivoli Management Services on z/OS	HCL	Unpriced
IBM	IBM Tivoli NetView for z/OS	HCL	
IBM	IBM WebSphere MQ for z/OS	HCL	
IBM	IBM Workload Scheduler for z/OS	HCL	
IBM	IMS Database Manager	HCL	
IBM	IMS Transaction Manager	HCL	
IBM	MVS Download	HCL	
IBM	OGL/370	HCL	
IBM	OMEGAMON XE for Messaging	HCL	
IBM	PDTCC	HCL	Unpriced
IBM	PPFA/370	HCL	

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IBM	PSF V4 for z/OS	HCL	
IBM	QMF Classic Edition V12	HCL	
IBM	Security zSecure Com/Aud	HCL	
IBM	Tiv Asset Discov for z/OS	HCL	
IBM	WebSphere for Linux on Z	HCL	
IBM	WebSphere for z/OS	HCL	
IBM	z/OS Application Connect	HCL	Unpriced
IBM	z/OS Font Collection	HCL	
IBM	z/OS V2 Base	HCL	
IBM	z/OS V2 Common Information Model	HCL	Unpriced
IBM	z/OS V2 Communications Server	HCL	Unpriced
IBM	z/OS V2 DFSMS dsshsms	HCL	
IBM	z/OS V2 DFSMS rmm	HCL	
IBM	z/OS V2 DFSort	HCL	
IBM	z/OS V2 Distributed File Services	HCL	Unpriced
IBM	z/OS V2 GDDM-PGF	HCL	
IBM	z/OS V2 High Level Assembler	HCL	Unpriced
IBM	z/OS V2 HLASM Toolkit	HCL	
IBM	z/OS V2 ICSF	HCL	Unpriced
IBM	z/OS V2 ISPF	HCL	Unpriced
IBM	z/OS V2 JES2	HCL	Unpriced

IBM	z/OS V2 Language Environment	HCL	Unpriced
IBM	z/OS V2 RMF	HCL	
IBM	z/OS V2 SDSF	HCL	
IBM	z/OS V2 TSO/E	HCL	Unpriced
IBM	z/OS V2 UNICODE	HCL	Unpriced
IBM	z/OS V2 UNIX System Services	HCL	Unpriced
IBM	z/OS V2 XL C/C++	HCL	
IBM	z/OS V2 ZFS	HCL	Unpriced

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JSP	JSP-Cobol	N/A	
Levi Ray & Shoup	DRS/TCP/IP_ANTARTICA	HCL	
Levi Ray & Shoup	DRS_ANTARTICA	HCL	
Levi Ray & Shoup	VPS/PCL_ANTARTICA	HCL	
Levi Ray & Shoup	VPS/Report Browser_ANTARTICA	HCL	
Levi Ray & Shoup	VPS/TCP/IP_ANTARTICA	HCL	
Levi Ray & Shoup	VPS_ANTARTICA	HCL	
Rocket Software	Mainstar Catalog recovery Plus	HCL	
Rocket Software	bzip2-1.0.6	HCL	Unpriced
Rocket Software	curl-7.42.1	HCL	Unpriced
Rocket Software	perl-5.22.0	HCL	Unpriced
Rocket Software	php-5.4.4	HCL	Unpriced
Rocket Software	python-2.7.6	HCL	Unpriced
Servicepilot	TDSLINK	HCL	Unpriced
Antartica IT	ACTCAT	N/A	
Antartica IT	AOS/IMS	N/A	
Antartica IT	Filemon	N/A	
Antartica IT	INFOZIP	N/A	Freeware
Antartica IT	MQFT	N/A	
Antartica IT	OPCLOG	N/A	
Antartica IT	SESAM	N/A	
Antartica IT	SHOWMVS	N/A	Freeware
Antartica IT	SMTPAPIX	N/A	
Antartica IT	STDPGM APPL	N/A	
Antartica IT	STDPGM SYS	N/A	
Antartica IT	VCMD	N/A	
Antartica IT	VCOM/MVS	N/A	
Antartica IT	VICS	N/A	
Antartica IT	VILMA II	N/A	
Antartica IT	VIMScon	N/A	
Antartica IT	VINFO	N/A	

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Antartica IT	Antartica ACF2 panels	N/A	
Antartica IT	Antartica IT MailApi Cobol	N/A	
Antartica IT	Antartica IT MailApi Java	N/A	

### 1.1.2 IBM i

Software & License Vendor	SOE Product	Software & License Owner	Comment
Rocket Software	ALDON HARMONIZER	HCL	
Rocket Software	ALDON HOST	HCL	
Rocket Software	ALDON NODE	HCL	
CA Technologies	CA2E400 TOOLKIT	HCL	
CA Technologies	CA2E	HCL	
CA Technologies	CA2EBIS	HCL	
Easy400	CGIDEV2	HCL	
Interform	INTERFORM	HCL	
	M-ARCHIVE	HCL	
Syncsort	MIMIX	HCL	
Hawkeye	PATHFINDER	HCL	
Help Systems	RBTSCD	HCL	
Help Systems	RBTSYS	HCL	
Help Systems	Robot Monitor	HCL	
Linoma	RPGTOOLBOX	HCL	
Softlanding	TURNOVER	HCL	
Antartica IT	VACG	HCL	
Antartica IT	VBRMSTOOLS	HCL	
Antartica IT	VCOM	HCL	
Antartica IT	VIDB	HCL	
Antartica IT	VITCMD	HCL	
Antartica IT	VMACS	HCL	

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Antartica IT	WMQ	HCL	
Antartica IT	VMSG	HCL	
Antartica IT	VOM	HCL	
Antartica IT	WRKDBF	HCL	
Antartica IT	VSAFE	HCL	
Antartica IT	VSC	HCL	
Antartica IT	VSNDOBJ	HCL	

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Antartica IT	VSYS	HCL	
Antartica IT	VV90	HCL	
Antartica IT	XL400	HCL	
IBM	LIC (Licensed Internal Code)	HCL	
IBM	IBM i	HCL	
IBM	Extended Base Support	HCL	
IBM	Online Information	HCL	
IBM	Extended Base Directory Support	HCL	
IBM	System/36 Environment	HCL	
IBM	System/38 Environment	HCL	
IBM	Example Tools Library	HCL	
IBM	AFP Compatibility Fonts	HCL	
IBM	*PRV CL Compiler Support	HCL	
IBM	Host Servers	HCL	
IBM	System Openness Includes	HCL	
IBM	GDDM	HCL	
IBM	Media and Storage Extensions	HCL	
IBM	Extended NLS Support	HCL	
IBM	ObjectConnect	HCL	
IBM	DB2 Symmetric Multiprocessing	HCL	
IBM	Integrated Server Support	HCL	
IBM	Qshell	HCL	
IBM	Domain Name System	HCL	
IBM	Portable App Solutions Environment	HCL	
IBM	Digital Certificate Manager	HCL	
IBM	CCA Cryptographic Service Provider	HCL	
IBM	PSF for IBM i 1-55 IPM Printer Support	HCL	
IBM	PSF for IBM i 1-100 IPM Printer Support	HCL	

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IBM	PSF for IBM i Any Speed Printer Support	HCL	
IBM	International Components for Unicode	HCL	
IBM	HA Switchable Resources	HCL	
IBM	HA Journal Performance	HCL	
IBM	Additional Fonts	HCL	

IBM	IBM Advanced Data Security for i	HCL	
IBM	IBM AFP Utilities	HCL	
IBM	IBM Rational Application Management Toolset for i	HCL	
IBM	ADVANCED DBCS PRINTER SUPPORT	HCL	
IBM	ADVANCED DBCS PRINTER SUPPORT - IPDS	HCL	
IBM	IBM Application Runtime Expert for i	HCL	
IBM	IBM WEBSPHERE APPLICATION SERVER	HCL	
IBM	Backup Recovery and Media Services for IBM i	HCL	
IBM	BRMS-Network Feature	HCL	
IBM	BRMS-Advanced Functions Feature	HCL	
IBM	Communications Utilities	HCL	
IBM	AS/400 System/38 Utilities	HCL	
IBM	DB2 Extenders	HCL	
IBM	DB2 Text Extender	HCL	
IBM	DB2 XML Extender	HCL	
IBM	Text Search Engine	HCL	
IBM	IBM HTTP Server per i	HCL	
IBM	DataPropagator for i5/OS	HCL	
IBM	ADVANCED FUNCTION PRINTING DBCS FONTS/400	HCL	
IBM	AFP DBCS FONTS - JAPANESE	HCL	

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IBM	AFP DBCS FONTS - SIMPLIFIED CHINESE	HCL	
IBM	WebSphere MQ per i5/OS	HCL	
IBM	WebSphere MQ for IBM i - Samples	HCL	
IBM	IBM Infoprint Server for iSeries	HCL	
IBM	IBM Advanced Job Scheduler for i	HCL	
IBM	IBM Developer Kit per Java	HCL	
IBM	Java SE 6 32 bit	HCL	
IBM	Java SE 6 64 bit	HCL	
IBM	Java SE 7 32 bit	HCL	
IBM	Java SE 7 64 bit	HCL	

IBM	Java SE 8 32 bit	HCL	
IBM	Java SE 8 64 bit	HCL	
IBM	WebSphere MQ Java Messaging and Web Services	HCL	
IBM	WebSphere MQ Java Messaging and Web Services	HCL	
IBM	Network Authentication Enablement	HCL	
IBM	iSeries Tools For Developers	HCL	
IBM	IBM Performance Tools for i	HCL	
IBM	Performance Tools - Manager Feature	HCL	
IBM	Query for i5/OS	HCL	
IBM	IBM DB2 Web Query for System i Option Base	HCL	
IBM	IBM Portable Utilities for i	HCL	
IBM	OpenSSH, OpenSSL, zlib	HCL	
IBM	DB2 Query Mgr and SQL DevKit	HCL	
IBM	IBM TCP/IP Connectivity Utilities for i	HCL	
IBM	IBM Transform Services for i	HCL	
IBM	Transforms - AFP to PDF Transform	HCL	

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IBM	IBM Universal Manageability Enablement	HCL	
IBM	IBM Rational Development Studio for i	HCL	
IBM	Application Development ToolSet	HCL	
IBM	Compiler - ILE RPG IV	HCL	
IBM	Compiler - System/36 Compatible RPG II	HCL	
IBM	Compiler - System/38 Compatible RPG III	HCL	
IBM	Compiler - RPG/400	HCL	
IBM	Compiler - ILE RPG IV *PRV	HCL	
IBM	Compiler - ILE COBOL	HCL	
IBM	Compiler - OPM COBOL	HCL	
IBM	Compiler - ILE COBOL *PRV	HCL	
IBM	Compiler - ILE C	HCL	
IBM	Compiler - ILE C++	HCL	
IBM	Workstation Tools - Base	HCL	

IBM	WebSphere Application Server V6.1 for i5/OS	HCL	
IBM	WebSphere Application Server V6.1 Express	HCL	
IBM	WebSphere Application Server V8 for IBM i	HCL	
IBM	WebSphere Application Server V8 Express	HCL	
IBM	WebSphere Application Server V85 for IBM i	HCL	
IBM	WebSphere Application Server V85 Express	HCL	
IBM	IBM i Access for Windows	HCL	
IBM	IBM i Access for Web	HCL	
IBM	iSeries Access for Wireless	HCL	
IBM	XML Toolkit for IBM System i5	HCL	
IBM	XML version 5.6 and XSL version 1.10	HCL	

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IBM	XML 5.6 and XSL 1.10 Development	HCL	
IBM	XML Scripting for IBM System i5	HCL	
IBM	XML version 5.6.3 and XSL version 1.10.2	HCL	
IBM	XML 5.6.3 and XSL 1.10.2 Development	HCL	
IBM	XML version 5.6.3 and XSL version 1.10.2	HCL	
IBM	XML 5.6.3 and XSL 1.10.2 Development	HCL	
IBM	IBM i Access Family	HCL	
IBM	IBM i Access Enablement Support	HCL	
IBM	TCP/IP Toolkit (QZRDTP)	HCL	
IBM	IBM Tivoli License Manager Agent (1IBMTLM)	HCL	
IBM	HATS	HCL	
Help Systems	GoAnywhere – PGP Encryption & Decryption	HCL	
IBM	DB2 Connect	HCL	

# 20220629\_Legacy Hosting - Service Object Specification

Final Audit Report

2022-06-30

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By:	Lisa Jonsson (LJONSS12@Antarticabars.com)
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Signature Date: 2022-06-30 - 08:31:03 GMT - Time Source: server- IP address: 194.218.10.150
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## Service Object Specification Managed Workstation and Endpoint Application Management Services

Confidential

Date: 2022-06-27




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### Service Object Specification Managed Workstation and Endpoint Application Management

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#### Document revision history

Date	Version	Major/minor change	Comment
2022-06-23	1.0	Final	

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## 1. Introduction

This Service Specification is a part of the Master Services Agreement between the Purchaser and the Supplier and stipulates the Services that the Supplier shall deliver to the Purchaser within the Service Object.

### Contact persons

Supplier has appointed the following roles as contact persons

The Supplier technical contact role (At the Commencement of the agreement) this role will be held by:

Ingemar Jonasson +46739022951 ingemar.jonasson@hcl.com

The Supplier commercial contact role (At the Commencement of the agreement) this role will be held by:

Anirban Dutta + 46735034501 anirban.dutta@hcl.com

The Purchaser has appointed the following roles as contact persons

The Purchaser technical contact role (At the Commencement of the agreement) this role will be held by:

Purchaser technical contact role Product Area Lead:

Johannes Söderqvist, +46707527939 johannes.soderqvist@Antarticabars.com

The Purchaser commercial contact role (At the Commencement of the agreement) this role will be held by:

Purchaser commercial contact role Lisa Jonsson +46728870607 lisa.jonsson@Antarticabars.com

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## 2. The Services

### 2.1 Introduction

#### 2.1.1 Relation to other Service Objects

The Supplier shall deliver Managed Workstation (MWS) and Endpoint Application Management (EPAM) Services as part of an overall IT landscape delivering IT services and business value to the different business areas. To ensure a good business outcome enabled through an end-to-end view of information solutions all Service Objects need to collaborate with all other Service objects independent of what supplier is delivering what service. All suppliers in the Purchaser's supplier eco systems are expected to collaborate with all other suppliers to ensure a good outcome.

Managed Workstation and Endpoint Application Management Services is a cross functional sourcing object; hence its role is to support and provide high quality services and required functionality to end users and other Service Objects.

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## 3. Requirements

### 3.1 Services in scope

The Supplier shall conduct all necessary work to provide Managed Workstation and Endpoint Application Management services in accordance with, but not restricted to, the definitions below. We expect a world class service delivery based on the Supplier best practices.

The Managed Workstation and Endpoint Application Management Service Object include the following services

- Managed Workstation services
- Endpoint Application management services

### 3.1.1 Service Object context, vision and strategies

#### 3.1.1.1 General

Antartica Bars is a human-centric company, and our open-minded culture unites us and is Purchaser's competitive edge. Purchaser believe in doing things together and gather around missions to achieve great results. The company culture improves the engagement, development and performance, and therefore also the business success and the attractiveness as an employer.




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The contribution to the digital transformation is to enable Purchaser's end users to become more efficient in their daily work, regardless of location or time. This will be done by delivering the needed services, just in time, and with first class end-to-end support.

The services delivered must be so well tailored, that the end users will be able to use them intuitively with minimal support needed.

This will be achieved by being in constant motion – it is expected that the leaders and the suppliers set the direction, and the teams to fulfil the journey by true collaboration and iterative evolution.

Allow failures – but learn from them!

To be able to support the Purchaser targets for 2025, the Supplier shall provide a Managed Workstation and Endpoint Application Management Services Object that is highly flexible, scalable and subject to high frequent change over the next coming years. With a fast pacing surrounding world, the services shall be quickly adoptable to new demands and consumption patterns.

This will require a transformation from today's platform outlook on the services and put focus into being the enabler for Purchaser's business ventures and put more focus on supporting the Purchaser's digital transformation, digital products and setting us up for rapid change and opportunity within our industry. The Purchaser need to be an enabler to drive our overall ambition and aim to improve our user experience every day.

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A key component in achieving this transformation is to ensure that the right competence is available to address new challenges and innovation. The Purchaser needs access to the Supplier's global knowledge and experience and require good mechanisms to provide the competence and skills needed to stay current with global trends. It will also require new ways of working and new delivery models to ensure agility and speed in deliveries and development.

The way forward will require delivery of high-quality services with sufficient capacity, correct timing, speed, monitoring and SLA fulfilment. It will also require proactive improvements to deliver state of the art technology. Purchaser expect management of the services according to industry best practices.

### 3.1.2. Digital Workplace

The Purchaser's Digital Workplace supports end users to increase productivity and mobility in their daily way of working. It delivers user friendly personal devices, equipment and collaboration tools and act as platform for the Purchaser's business. The Digital Workplace service is to be looked at as the end user interface to the supporting services that actually builds Digital Workplace.

Purpose:




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The Digital Workplace shall boost engagement and productivity by connecting employees to colleagues and suppliers, connect them to information, insights and the resources that matters to them. Digital Workplace success is created through a people centric approach focused on end user and business needs.

Vision:

Give the employees of the Purchaser integrated digital capabilities that enables them to bring out the best, creating a more attractive place to work, embrace our culture and manage their task and employment from anywhere at anytime

Digital Workplace is built by joining service values from the sub services below

- Managed Workstation
- Endpoint Application Management
- Digital Collaboration & O365 Platform (not in scope for this Service Object)
- O365 DevOps (not in scope for this Service Object)
- Managed Mobility (not in scope for this Service Object)
- Enterprise Search (not in scope for this Service Object)
- DWP Change Management (not in scope for this Service Object)

Digital Workplace builds and sets the strategy for the subservice to deliver end user value in a coordinated way. It takes the responsibility of facilitating a joint experience and the single point of contact for the digital workplace; a one-stop-shop for people ordering and using it; a joint aligned nomenclature and feeling, independent of the service providing it "beneath". Though, Sub-services owns the technical and detailed

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expertise and responsibility within in each service and it's provided components (OLA and demand) and is the IT for IT interface. Digital Workplace only signs OLA with its Sub-services and no other supporting services, it's a sub-service responsibility.



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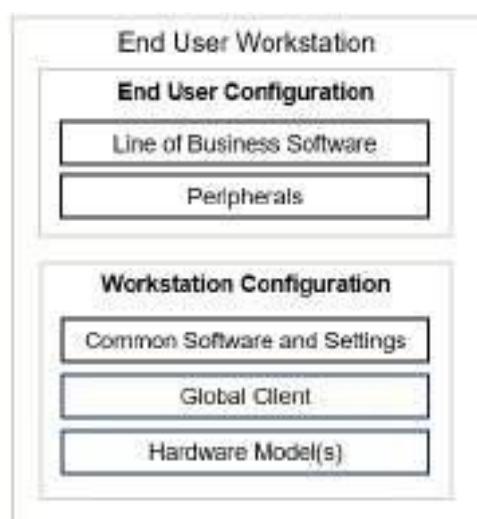
### 3.1.3. Managed Workstation

Managed Workstation purpose is to contribute to the digitalization journey and the digital end user experience by providing sustainable, modern and Evergreen<sup>6</sup> Digital Workplace channel(s) to the end user tools and information

The overall mission for Managed Workstation services is to provide a modern, sustainable and secure End User Workstations as a productive toolset with great user experience having end-to-end lifecycle management, maintenance and support.

Managed Workstation shall provide true global services aiming for zero local footprint, continuously reducing workload on dependent and supporting IT teams by modernizing and automating and having sustainability top of mind.

The End User Workstation is a core foundation for the Digital Workplace.



The End User Workstation is a construct of a Workstation Configuration and the End User Configuration.

Managed Workstation core service is to provide standardized, secure and centrally managed and maintained Workstation Configurations. The End User Configuration is the end user's selectable peripherals and Line of Business Software that forms the end user tool set.

A Workstation Configuration consists of the three service components, Common Software and Settings, a Global Client and Hardware models. The Workstation Configuration can be used on physical or virtual device and provisioned on a virtual device which comes in flavours of desktop and app sessions.

<sup>6</sup> Evergreen refers to running services comprised of IT components that are always up to date.

The Evergreen approach provide a foundation for digital transformation by doing small, iterative updates to the services and components, such as hardware, operating systems, systems, applications, and infrastructure.




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The Evergreen state encompasses not only the services and components at the user level but also all underlying infrastructures and Service Operation Tools<sup>7</sup>.

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The Evergreen Workstation Configuration together with efficient and automated capabilities to deliver access to Line of Business applications and information with a great user experience is the core value of the service delivered.

The End User Workstation health is continuously monitored by Managed Workstation Services to ensure a great user experience and enable proactive actions and reactive incident and problem management. The cloud services, management systems, ITSM and health monitoring provides the best insights into service stability, performance, quality and user experience, and this data enable Managed Workstation Service to spot trends and correlate seemingly uncorrelated data into a treasure trove of information which is analysed and turned into knowledge.

The Workstation Configuration construct enables the service to provide both modern and traditional DWP channels on both physical and virtual hardware. The access to and use of line of business application is accomplished via web, local install or through local- or server-based virtualization. Workstation Configurations are designed for broad use cases, and each distinct individual use case is accomplished by allowing the user to select line of business software and peripherals to use as part the End User Workstation.

Managed Workstation delivery model is Managed Operation Classic with Managed Capacity where the Purchaser own Managed Workstation services, solutions and licenses. As part of Managed Operation the Supplier take full responsibility for managing and providing operation, maintenance and support of the services to all End User Workstations in scope of the Managed Workstation services according to the requirements set out in this document and stated in Appendix A section 4. The End User Workstation functionality, components, content and user experience as well as Service Operation Tools are operated, maintained and supported by the Supplier as part of these services.

The Supplier and Purchaser collaborate in the partnership and joint venture to develop and deliver best in class services. The Purchaser representatives and Supplier work in close cooperation to jointly evolve Purchaser solutions, technologies and services where Supplier provide Managed Capacity in development (Dev) teams according to the requirements set out in this document, in Exhibit 1a, Baseline and Appendix A section 6.

The Supplier play the important role to secure and ensure Managed Workstation services building blocks by continuously analyse industry trends and vendor roadmaps to identify changes to vendor services and solutions that are used as well as identifying how new technologies and solutions could fit into Managed

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<sup>7</sup> The Service Operation Tools is the systems, services, solutions and tools used to deliver the Managed Workstation services.




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Workstation services. The Purchaser expect the Supplier to always be on top of trends, roadmaps and changes to ensure Managed Workstation service stability and to keep the services modern, efficient, and aligned to the future.

This important Supplier responsibility and role is an enabler for

- Modern, secure and stable services
- Efficient services with cost control and resource utilization
- Predictable and reliable use of Infrastructure, Platform and Software as a Service
- Development ideas and contribution aligned to the current state

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- Joint development of the solutions and technologies used in the services to support business needs, growth, and innovation

Managed Workstation Services is built up by the following areas and sub-services -

- Workstation Configuration Management, WSCM
- Workstation Hardware Lifecycle Management WSHLM
- Virtual Workstation Management, VWSM
- Workstation Print Management, WSPM

Managed Workstation operating model is based on development, Dev, and operation, Ops, teams for respective area and service. The key reasons for having separate Dev and Ops teams are to enable Dev teams to focus on keeping the solution and service component modern and continuously work on adaptions and improvements whilst Ops teams focus on managing the service through operation and maintenance tasks, request management and support bringing the value into our core DNA Evergreen, always on and lean as well as user experience, security, sustainability and cost efficiency.

The Dev team develop and improve Managed Workstation service in accordance with priorities set out by the Purchaser. Purchaser representatives and Supplier work in close cooperation to develop Purchaser solutions and technologies used to deliver the services. The Dev Teams govern and is responsible for design and build the solutions, methods, processes and design documentation.

The Dev team work according to Purchaser agile framework and are supported by Purchaser Scrum Master and Supplier's agile coach to be successful and efficient in the agile way of working to deliver the outcome set out for the services.

Managed Workstation services are operated, maintained and supported by Supplier Ops teams. Ops team, led by dedicated Ops lead, managed and perform the day-to-day maintenance and operational tasks, request fulfilment, change management and incident management to ensure service quality and performance. The Ops leads and key Ops engineers participate in the Dev agile ceremonies to get insight and contribute to the development by performing Dev tasks and to learn about the upcoming solutions to simplify handover and for Ops to implement and operate the future solutions and services.



Name of document

Development of solutions and services is divided into three main phases, design, build and implement. The design and build phase could be iterative where the Dev Team design, document and build new or changes to solutions and services based on objectives, requirements, outcomes and acceptance criteria set out in the product backlog.

In the build phase the Dev team construct and test the solution to become ready for production where Ops team is involved to learn, write and update Standard Operating Procedures (SOP), KB articles and runbooks as necessary with contribution and approval from Dev team. In the implementation phase handover and knowledge transfer occur between Dev and Ops team.

The Ops team is responsible for implementation and release of new or changed solutions where the Dev team co-pilot at larger changes or new solutions being implemented in the service.

Managed Workstation operating model principles ensure that Dev and Ops team have a holistic view of the services and become one organisation that jointly provide the services contributing to the purpose and delivering on the mission.

#### Service Object Specification Managed Workstation and Endpoint Application Management

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#### *Operating Model – General responsibilities, cooperation and collaboration principle*



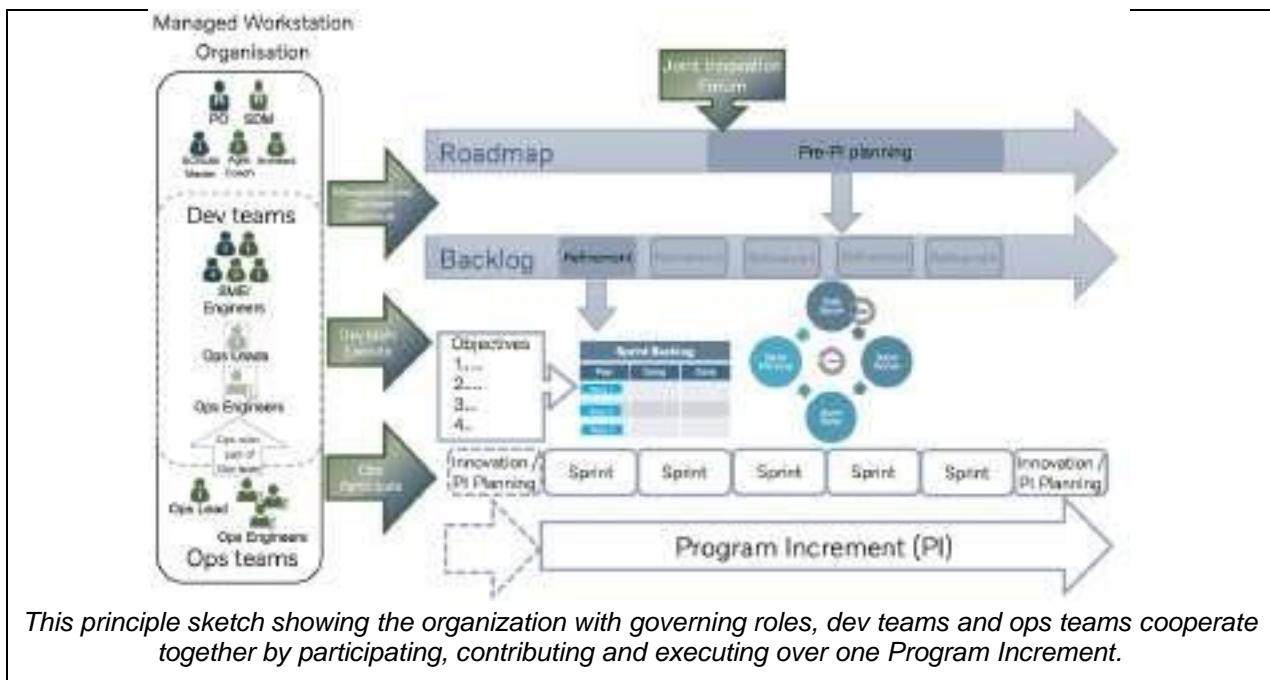
Managed Workstation organization participate in the pre-pi planning, refinement, and innovation ceremonies to bring in ideas and contribute for the services to be developed for the future. The Supplier architects bring trends, learnings and knowledge from the industry, other Supplier relationships and customer deliveries into the roadmap and backlog. The Supplier agile coach and Purchaser Scrum Master will continuously evaluate and adjust the agile way of working.

Collaboration and contribution are established within the service ceremonies with participation from Managed Workstation governing and supporting roles together with Dev team and Ops team. This will enable the entire Managed Workstation organization to have a holistic view of the overall delivery plans and roadmap for the services.

#### *Operating Model – Participation, contribution, and execution of the development of the services principle*



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### 3.1.3.1. Workstation Configuration Management

The purpose of Workstation Configuration Management, WSCM, is to provide a standardized, secure and centrally managed Evergreen Workstation Configuration. The Purchaser business and end users benefit by having the latest functionalities and innovations from software and hardware vendors delivered through the Evergreen management and maintenance as part of this service. The Workstation Configuration construct combined with the End User Configuration ensure the delivery of the required adaptations and tailoring to meet business needs.

The Supplier Ops team is responsible for the delivery of the described WSCM Service.




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 Name of document

Workstation Configurations include support to use different hardware models and peripherals, the hardware models and peripherals derive from Digital Workplace Product Catalogue. The Hardware Models and peripherals are certified by the service to ensure functionality and installation of Workstation Configurations. WSCM manage and maintain the hardware models and related firmware, drivers and utility software, this ensures a great user experience with the hardware models and Workstation Configuration and enable the Evergreen state.

WSCM operate, maintains and support Purchaser-defined Global Clients. The Global Client consist of an operating system, configuration settings baseline, components and applications as well as a set of functions and features. The Global Client is constructed on both a client- and server-based operating system.

Common Software and Settings are defined based on business requirements and enhance the Workstation Configuration with tools useful for broad use cases. The service maintains the Common Software and Settings included in each Workstation Configuration.

Common Software and Settings are installed as part of the Workstation Configuration installation. Common Software is derived from the Software Catalogue.

The configuration management and maintenance of the Workstation Configuration is based on traditional and modern management technologies, solutions and procedures. The service includes capabilities for remote and automated configuration management and maintenance as well as health monitoring of the End User Workstation throughout its lifecycle. WSCM provides continuous health monitoring, configuration management and maintenance and support of the End User Workstation.

Workstation Configurations are continuously updated through Software Update Management and servicing upgrades are released as part of Workstation Configuration Servicing to keep the Workstation Configuration in an Evergreen state. Workstation Configuration Servicing process is initiated in the Dev team, normally when vendor release a new operating system version. Dev team do a pre-study gathering information from several perspectives and provide a recommendation, e.g., go or no-go. If the Purchaser give a go this initiates the design and build phases driven by Dev Team that handover to Ops team for the implementation phase and release.

WSCM operates and maintains the Service Operation Tools mutually agreed with the Purchaser for health monitoring as well as traditional and modern management.

## Service Object Specification Managed Workstation and Endpoint Application Management

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This means that WSCM monitors, plans, verifies and implements updates and upgrades as part of the service. WSCM secure that health monitoring and management system agents up-to-date and functional. WSCM add, remove or change the health monitoring and management system infrastructure to provide the necessary functionality and performance to all Purchaser sites according to design governed by Dev team.

WSCM provides a Software Catalogue containing Purchaser software and applications to be used on top of the Workstation Configuration, for example locally installed or via app sessions. The Software Catalogue and related request flows are based on the Purchasers ITSM tool and is maintained and kept up to date by the service. The Software Catalogue allows the end users to request local install or session based access to line of business software or application.




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Name of document

This catalogue, together with the service Software Management capabilities, allows the Purchaser application owners to provide their application services to the business as part of the End User Workstation.

### **Software Management**

WSCM Software Management provides the ability to add, remove or update software or software configuration settings on the End User Workstation. The requirements define the quality and performance to be fulfilled by the service. Software Management has the following sub-areas delivered as part of the service.

- **Software Release Management**

Provide the Purchaser application owner the ability to deliver the new or updated software to the end user as well as uninstall decommissioned software.

- **Software Packaging**

WSCM prepares and configures software for reliable software installation, upgrade and uninstallation to enable automated single and mass distribution for local installation or publishing for session-based access.

- **Software Publishing**

WSCM provides the ability to publish a release of a new or updated software for session-based access.

- **Software Distribution and Installation**

The service includes the standard procedures and process for automated software distribution and installation to enable adding, updating and removing software locally installed on physical or virtual workstations.

- **Software Settings Management**

WSCM is handling software settings as part of the service to add, remove and change software settings.

- **Software Update Management**

WSCM provides the ability to release all types of software updates part of a Workstation Configuration. WSCM shall continuously monitor and evaluate updates released by software vendors. The service verifies and release all updates to meet the Purchasers requirements and Service Object Specification Managed Workstation and Endpoint Application Management

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work in close cooperating with Purchaser security representatives as needed.

- **Software Usage Metering**

The service includes standard procedures and processes to measure and report the use of a software.

### **Workstation Management**




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Name of document

WSCM Workstation Management provides the ability to install and keep the Workstation Configurations and hardware models in an Evergreen state. The Workstation Management area also include the Workstation Remote Management and Monitoring capabilities to monitor health, user experience and capture events for proactive and reactive incident and problem management. The requirements define the quality and performance to be fulfilled by the service. Workstation Management has the following sub-areas delivered as part of the service.

- Workstation Configuration Servicing

WSCM plan, implement and release new versions of Global Clients and Common Software according to Dev team design to keep Workstation Configuration in an Evergreen state. Servicing is driven by the service according to Purchaser process and servicing process iteration is done in accordance with the vendor operating system release cadence and approval of Purchaser.

- Workstation Installation

Provide the ability to install and re-install End User Workstations.

- Workstation Remote Management and Monitoring

Remote Management include the capabilities to remotely gather logs and information from the Workstation. Workstation Remote Management also include the functionality, processes and procedures to monitor health, user experience and capture events for proactive problem management and troubleshooting as well as assist the end user in case of incidents. WSCM continuously monitor health and perform analyses to provide insights and reports.

- Hardware Management

Provide the procedure and process to add support for a new hardware model and peripherals. Hardware Management also handle the management and maintenance of hardware firmware, driver and utility software to support the Evergreen state of Workstation Configurations. As part of the Hardware Management the service provides a test lab including all hardware models supported by the service. The service keeps a register of all Purchaser hardware model test devices and peripherals.

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### 3.1.3.2. Workstation Hardware Life Cycle Management

The overall purpose of Workstation Hardware Lifecycle Management, WSHLM, is to provide global standardized procurement, delivery and support process for Digital Workplace products.

The Purchaser govern the global frame agreements/contracts with Purchaser selected hardware vendor. Purchaser affiliates benefit from and use the global agreements to procure Digital Workplace products to fulfil business needs.



Name of document

The Supplier Ops team is responsible for the delivery of the described WSHLM Service.

WSHLM provide and maintain common processes, procedures and ITSM workflows that supports a unified way of working as well as ensuring that the assets and related configuration items (CI) is accurate over its lifecycle.

WSHLM deliver global support and assist Purchaser affiliates in procurement and delivery of products. Asset

#### Management & Asset register



WSHLM manage and maintain the processes and procedures for the asset's entire lifecycle, from plan, acquire, deploy, manage, retire and decommission.

The service covers all steps in an asset lifecycle from planning and procurement until when the units are scrapped or sold or return of leased equipment, as well as support during use of the products. Equipment returned are reused by service. Equipment that are old enough to be retired are exchanged (renewed), in accordance too Purchaser policies.

During the lifecycle, not only the actual activities are performed but information related to the asset lifecycle is also captured and recorded. The quality of the asset and configuration data is maintained via configuration control and audits performed by the WSHLM, so it reflects the actual state of the asset. WSHLM utilizes the Purchasers ITSM tool to keep track on all Assets leased or acquired and deployed as part of the Workstation service. Each Asset is registered with financial and operational data, which is updated and complemented by the WSHLM during its lifecycle with relevant information to facilitate required asset and configuration control.

#### Product Lifecycle Management & Product Catalogue

The service provided product catalogue of suitable setup of Digital Workplace products are maintained and managed by WSHLM in the applicable portals, catalogues and registers. WSHLM hardware models and peripherals are certified by WSCM to be used with Workstation Configurations.

#### Procurement and Purchasing portal

The hardware vendors provide a global portal for purchasing of Purchaser defined products. WSHLM

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maintain all portals and content on behalf of the Purchaser to ensure a standardized procurement and supply chain to deliver the products to all Purchaser affiliates.

#### Stock rooms & Stock room Management

WSHLM sets up stock room(s) in Purchaser ITSM Tool to support all Purchaser affiliates to meet agreed delivery times as well as security requirements. Stock room management is delivered by WSHLM to provide a continuous view of inventory of all assets, to show in what state and shape they are and available capacity. Stock room management is an integrated part of the Purchasers ITSM tool.




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Name of document

### **Support (Break fix/Warranty)**

WSHLM manage, maintain and support for the process and procedures for efficient workstation equipment break and fix support, warranty and non-warranty. The service work in close cooperation with the Purchaser suppliers and on-site services to repair malfunctioning equipment.

If a device is subject to failure this is reported via service support channels. If needed the device is repaired or replaced in accordance defined service levels. Depending on time to restore the malfunctioning equipment a temporary loan is to be offered. The Purchaser ITSM tool is used to initiate and keep track on the repair cases, i.e., incidents.

### **Spare parts & Spare part Management**

WSHLM manage, maintain and support the Spare Part management process and deliveries for the Purchaser staff or subcontractors to repair a broken device on all Purchaser affiliates.

#### **3.1.3.3. Workstation Print Management**

The purpose for Workstation Print Management, WSPM, is to provide print services through the managed print platform managing printers and printer queues to enable a secure and stable print, fax and scan environment. WSPM support and maintain the printers during its lifecycle. WSPM offer both Pull Print and Push Print solutions to irrespectively of endpoint platform to all Purchaser affiliates.

The Supplier Ops team is responsible for the delivery of the described WSPM Service.

Main target for the Workstation Print Management service is:

- optimize, maintain and manage the Purchaser's printers, printer queues, push and pull print platforms.
- enable a secure and stable print, scan and fax environment for all Purchaser endpoints.
- standardize services cross the world and create a harmonized IT delivery

WSPM provide operation, monitoring, maintenance and support of all printers and printer queues in scope of the service.

WSPM ensures that the print capacity and functionality is fit for purpose and use on all Purchaser affiliates. The WSPM provide operation, maintenance and support of Purchaser print platform as well as coordinating and managing scale-up or down of print platform functionality and capacity according to design provided by Dev team.

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WSPM keeps the dependent software, drivers and agents up to date and functional on all Purchaser endpoints. WSPM maintenance work ensure that firmware and drivers used are kept up to date, aligned and supported by the Evergreen Workstation Configuration releases.




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The WSPM ensures that the quality of the leased or owned asset and the related configuration data is maintained via configuration control and audits performed, so it reflects the actual state of the asset. The Purchasers CMDB is utilized to keep track of all printer queues, leased or owned assets deployed as part of the service. Each Printer and Printer Queue asset and CI is registered with financial and operational data, which is updated and supplemented during its lifecycle by WSPM Service with relevant information to facilitate required asset and configuration control.

The WSPM health monitoring enable proactively identification of printers and queues issues. WSPM inform applicable support group about identified issues to initiate troubleshooting and resolve issues. WSPM service support cover troubleshooting of printers, paper jams, toner changes etc., to assist Purchaser onsite support services or personnel.

### 3.1.3.4. Virtual Workstation Management

The purpose of Virtual Workstation Management is to provide capacity for Managed Workstation Services to deliver Workstation Configurations based on best fit approach like full desktops, linked clones, desktop sessions and application sessions.

The Supplier Ops team is responsible for the delivery of the described VWSM Service.

Main objectives of the Virtual Workstation Management are -

- deliver best fit approach solutions to provide access to Purchasers applications and information
- analyse, plan and ensure resource optimized cost and utilization
- to act as a single point of contact for the Virtual Workstation Management Service
- to take full responsibility operating, maintaining and supporting all components of the Purchaser virtual environments
- provide secure and stable Virtual environments
- in joint venture with Purchaser evolve the solutions and technologies used to support future business growth and innovation

VWSM provide operation, maintenance and support of the Purchaser Virtual environment. VWSM maintain and optimize the necessary processes, procedures and tools to deliver a stable, secure, flexible and effective Virtual environment that meet the Purchaser business needs. VWSM monitors the virtual environment and end user sessions to identify, act on and resolve issues to minimize the impact and hinder disturbances.

VWSM perform proactive resource management in the virtual environments to ensure that the environment resource utilization is optimized and provide the capacity needed. The resource management is done in close cooperation with the Dev team to ensure both cost optimization and to provide capacity and throughput the business needs.

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VWSM implement maintenance updates and upgrades of the Virtual Environment to keep the service modern and stable and to support new or updated Workstation Configurations and virtual offerings.




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The VWSM Service provide both dedicated Virtual Workstation Configuration such as desktop and app sessions as well as mirroring Workstation Configuration provided on physical hardware. VWSM dedicated Workstation Configurations provide services for Business applications and processes not compliant with Workstation Configurations on physical devices as well as for specific use-cases.

VWSM coordinate, handle and support the WSCM activities to publish applications and software as well as new or updated Workstation Configurations in the virtual environments. VWSM is responsible for process and procedures to ensure the evergreen state of Workstation Configurations, desktop and app session provided in the virtual environment.

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### 3.1.4. Endpoint Application management

EndPoint Application Management is a Product within the Digital Workplace area. The Product support all users white and blue collars at Antartica Bars Globally with common software.

The Supplier manages freeware applications, licensed applications, and SaaS subscriptions for device with Windows, macOS, iOS and Android.

The applications within this Product are registered and regular updated in Alfabet, or other ITSM tool selected by the Purchaser. The Supplier is maintaining each applications Lifecycle, Support, Incident, Change and Request management, as stated in Appendix P.

Proactivity – We need to have proactive teams not afraid to share ideas during PI-planning, implementations, day to day work and when participating in workshops. It's Important to speak out and be engaged in the team activities.

Cost conscious - The Supplier is managing Endpoint Applications globally for the Purchaser. By managing software centrally, the Supplier maintains control over software license globally and can supply licenses where it is needed.

The Supplier provide regular access reviews and provide metering on applications to remove software and subscriptions that are not used. To keep the number of licenses on an optimized usage level.

The Supplier secure that the Product is licence compliant which is essential to avoid penalties if there is an audit.

Always on - Systems that are available and operational 24/7, such as digital services that run continuously. Backup systems help ensure always-on services continue in situations where outages may occur.



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**Evergreen -The Suppliers** is evolving as the technology changes, so it won't be left behind. This by making sure the team has the correct knowledge and will be able to educate themselves when new features and functions appear within the application scope, see appendix A section19

**Lean Operation** - The Supplier will focus on providing greater customer satisfaction while using as few resources as possible. Internal processes and policies related to incidents, request approval, and so on will need to be regularly reviewed, optimized, and automated wherever possible.

**Security** - The Supplier will always keep the software up to date with latest software version and make software automatically updatable where it's suitable. The Supplier is also responsible to upgrade all old version even if it's not direct connected to the latest package.

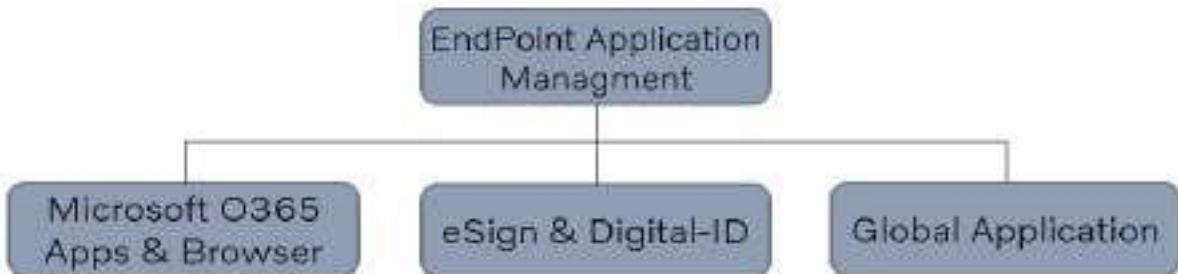
**Sustainability** – It is essential that the Supplier always have the mind of sustainability. E.g., to help our organization to be paperless within the eSign area. To be paperless is to save the environment with water, waste, greenhouse gasses and kW energy.

Within the EndPoint Application Management Product, we are managing three teams.

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Overview->



#### Endpoint Application Managements - Team Structure and Responsibilities

Below picture shows an overview, inclusive but not limited to stated example of tasks. See appendix A for further description of delivery model.



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## TeamStructure and Responsibilities

**3rd  
Line**



**2nd  
Line**

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#### 3.1.4.1. Office 365 Apps and Browsers

This team manage Microsoft client Office applications (including but not limited to Access, Excel, OneNote, Outlook, PowerPoint, Publisher, and Word) including Teams, Visio and Project.

The team created Office related solutions for language packs, templets, fonts, email signatures etc.

The team manage Microsoft browsers including but not limited to Edge and Internet Explorer 11.

The team maintain the Client branding components like Teams backgrounds, client wallpaper, lock screen, screen saver. All material is provided by the Purchasers Branding team.

The team is overall responsible for MS client office, Edge, Explorer and related solutions as for teams, language pack, templets etc.

The Supplier is always up to date with new technology and feature in the product to be able to support the customer.



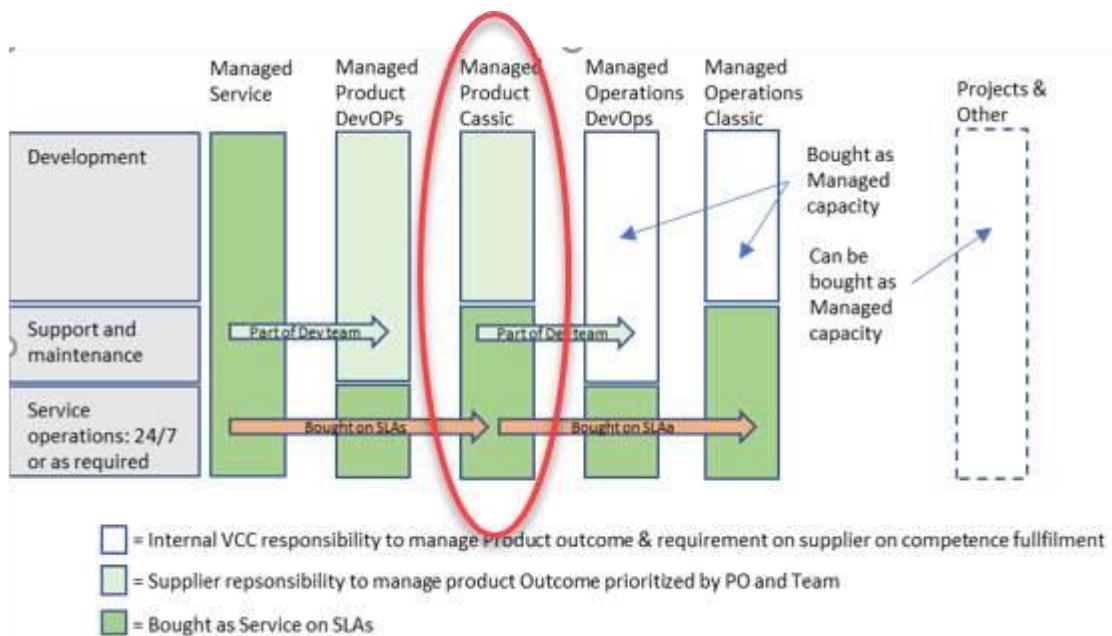
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### **Delivery Model - Managed Operation Classic and Managed Capacity for development**

The Supplier is responsible for maintenance and operations according to what have been defined in Appendix A. The Purchaser run and prioritize the work for the development team (if there is one), in accordance with the volume requirements stated in Exhibit 1a, Baseline, and as per the service requirements stated in Appendix A, Section 6.

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#### **3.1.4.2. eSign and Digital-ID.**

The eSign Team support new solutions and maintenance for Electronic and Digital Signing global. Today over 90 department is enabled to eSign. Departments like PX, Global Online, Bare By Antartica, Purchasing, Finance, Legal, NSC use this service. Today eSign has integrations with Salesforce, SAP, SharePoint, Coupa, Miles and Documentum etc.

Today we use Adobe sign, Sigincat and Microsoft Sign. This team control all subscriptions, assist project with new integrations and support the organization with solutions. The team support all type of issues and requests within the product. Adobe Sign is a SaaS solution no packing requires. The Supplier has knowledge to tag, covert document and customize email templets for best end users experience. The Supplier is always up to date with new technology and feature in the product to be able to support the customer.

### **Delivery Model - Managed Operation Classic and Managed Capacity for development**

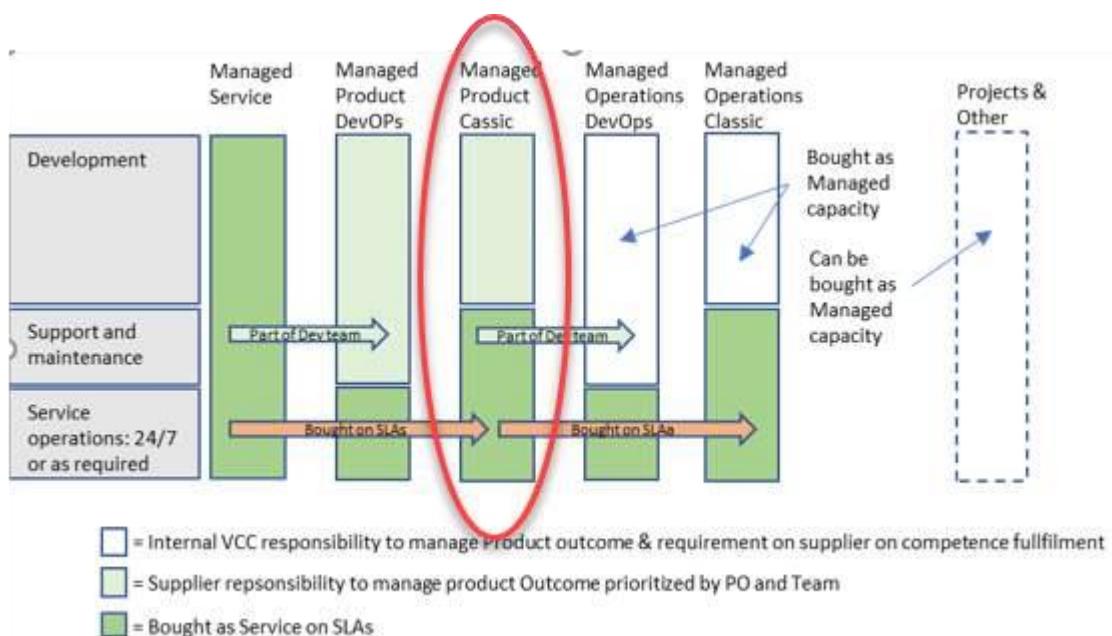


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The Supplier is responsible for maintenance and operations according to what have been defined in Appendix A. The Purchaser run and prioritize the work for the development team (if there is one), in accordance with the volume requirements stated in Exhibit 1a, Baseline, and as per the service requirements stated in Appendix A, Section 6.

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### 3.1.4.3. Global Applications.

The Global Application Team are maintaining approx. 90 COTS Applications globally with Lifecycle, Request, Incident and Support management. Software like. Adobe Creative Cloud, Snagit, Chrome, Visual Studio etc.

By managing this application centrally, Antartica Bar Corporation maintain control to be license compliant, we get a lower license cost, and we can divide licenses where it is needed. We also upgrade regular the users to be security compliant.

The number of applications in scope varies from 90 with +/- 10 applications.

The Supplier is always up to date with new technology and feature in the products to be able to support the customer.

#### Delivery Model - Managed Product DevOps

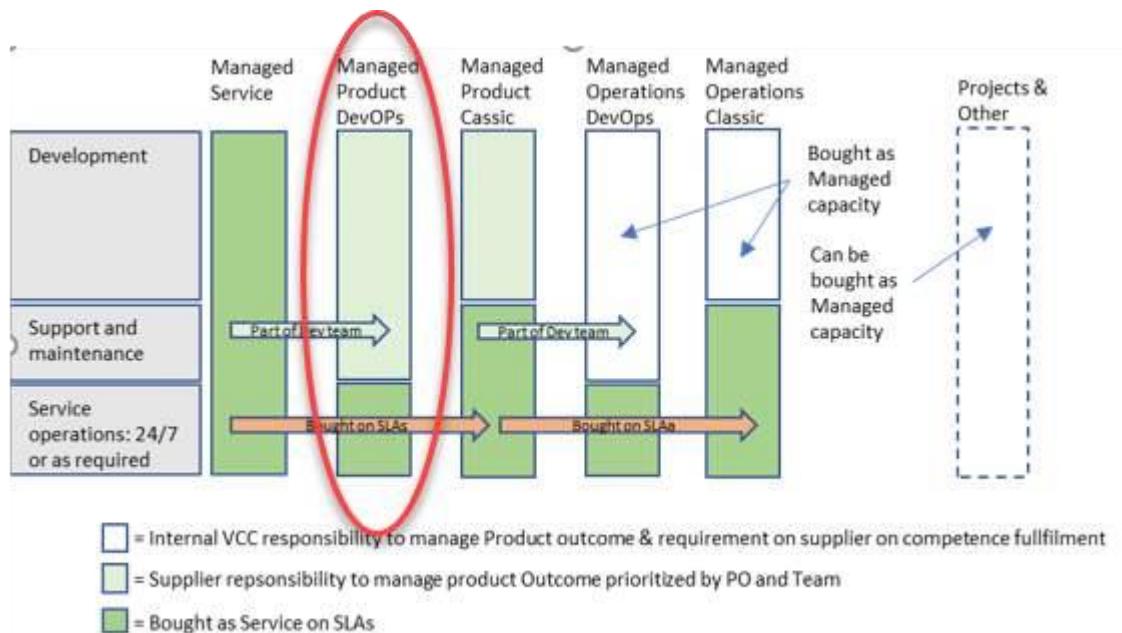


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The Supplier has the responsibility across the whole development lifecycle for how things are done, how we ensure quality, how we become more effective etc. We will always have the PO and prioritize what should be developed. See Appendix A for service requirements for Managed Product DevOps.

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### 3. Service requirements

#### 3.2.1. End-to-End service requirements

The service requirements described below are applicable for the Managed Workstation and Endpoint Application Management Services as a whole - End-to-End.

ID	Requirement category	Requirement description
E2E1	General	Managed Workstation and Endpoint Application Management hardware and software licenses are owned by the Purchaser. The Supplier shall manage the Services by optimizing the HW and SW resources to minimize the cost for the Purchaser by still maintaining the Service quality.
E2E2	General	The Supplier shall work together with the Purchaser's different suppliers on behalf of Purchaser and take an overall coordination responsibility for the deliveries including but not limited to operational processes and follow-up, installations/deployments, escalations, reporting etc
E2E3	General	The Supplier shall increase and decrease Managed Workstation and Endpoint Application Management Services capacity toward the Purchaser as requested and as required.
E2E4	General	The Supplier shall monitor and report capacity usage for all Managed Workstation and Endpoint Application Management Services components. The Supplier shall propose changes to the HW and SW assets to meet future capacity requirement
E2E5	General	The services shall be able to support and host applications in a way that meets the business requirements.
E2E6	General	The Supplier shall proactively verify and improve Service components to increase quality and service availability.  The Supplier shall maintain a continuous service improvement plan for all services. The service improvement plan must be aligned towards the Product Roadmaps.
E2E7	Service Health Monitoring	Supplier shall have real-time on-line performance-monitoring service for all services and their constituting parts with predefined metrics showing status for latest 24 hours, (aggregation of) latest week and month.

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E2E8	Availability & continuity	<p>Supplier shall perform yearly Disaster Recovery (DR) tests.</p> <p>The scope for each yearly test shall be planned and agreed with the Purchaser.</p> <p>All Managed Workstation and Endpoint Application Management Services shall be covered by a DR test within a time frame in line with Purchaser's policies.</p> <p>The DR test shall be documented, describing the test, the outcome and (if applicable) corrective actions to be implemented (including timing) due to findings in the DR test.</p> <p>The DR test report shall be distributed the Purchaser.</p>
E2E9	General	<p>Supplier must provide full details of any sub-contractor and/or partnership that are currently used or intended to be used in connection with the proposal are required, if any.</p> <p>The Service Provider shall remain fully responsible for the performance of the Service in accordance with its terms, including any obligations it performs through subcontractors, and Service Provider shall be solely responsible for payments due to its subcontractors.</p>
E2E10	Availability & continuity	Recovery Time Objective (RTO) should cover all parts of the Managed Workstation and Endpoint Application Management Services (HW & SW) and cover all different incident scenarios including disaster.
E2E11	Supplier Collaboration	The Supplier is responsible for establishing forum on at least monthly basis with other Purchaser Suppliers for Service Desk and Support or dependent supporting services. The forum focus should be to collaborate and drive and improve the end user experience, quality and performance of services.

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### 3.2.2. Managed Workstation

**The requirements defined in this section is applicable for all Managed Workstation Services.**

ID	Requirement category	Requirement description	
WS1	Service Hours	Service	Service Hours



Name of document			
		Workstation Configuration Management	24/5/365 Outside of above hours: On call with 1 hour response time for P1 and P2 Incidents.
		Workstation Hardware Lifecycle Management	06:00-22:00 CET Mon-Fri Outside of above hours: On call with 1 hour response time for P1 and P2 Incidents.
		Virtual Workstation Management	24/7/365
		Workstation Print Management	24/5/365 Outside of above hours: On call with 1 hour response time for P1 and P2 Incidents.
WS2	Governance	The Supplier shall have one point of contact that is over all responsible for the service delivery. The single point of contact shall have all necessary mandates for governing and managing the complete service delivery and located at Antarctica Bars Torslanda, Gothenburg, Sweden, together with Managed Capacity defined as On-site FTE in Exhibit 1a (Baseline)	
WS3	Governance	Supplier single point of contact shall arrange meetings mutually agreed with Purchaser to review the overall service deliver. Supplier operational lead shall arrange weekly meetings to review the performance and quality of the service together with Purchaser's appointed responsible.	
WS4	Governance	The Supplier shall from operation responsibilities and perspective collaborate and cooperate with Purchaser products and other Purchaser suppliers.	

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WS5	Resources	The Supplier provides experience and training documentation for all Supplier staff part of or candidates to roles in Managed Workstation Dev or Ops teams.
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WS6	Resources – Supporting Roles	<p>The Supplier have the following roles assigned to Managed Workstation organization</p> <ul style="list-style-type: none"> <li>• Architect has the responsibility to bring learnings and knowledge from industry trends, changes to vendor services and solutions, other Supplier relationships and customer deliveries into the roadmap and backlog with the objective to ensure Managed Workstation services and building blocks are kept stable and modern.</li> <li>• Agile Coach has the responsibility to support, coach and train team members with the objective to be successful and efficient in the agile way of working to deliver the outcome set out for the services</li> </ul>
WS7	Resource Management	The Supplier allows the Purchaser to approve or disapprove candidates to be onboarded in following roles, Service Manager, Subject Matter Experts or Operation Lead and Key role.
WS8	Resource Management	<p>The Supplier resource management shall be efficient and govern that any shift is done with the appropriate handover time. This should be governed and agreed case by case, with below general handover periods as indicative guidelines.</p> <ul style="list-style-type: none"> <li>- Four (4) weeks shadowing and handover for service manager, Subject Matter Experts or Operation lead roles.</li> <li>- One (1) week shadowing and handover for operation team members</li> </ul>
WS9	Resource Management	The Supplier inform all teams about resource changes by presenting who is onboarded in which role, whom is being replaced if applicable and if someone is being offboarded from the organization.
WS10	Resource Management	The Supplier request applicable access and roles for resource being onboarded before handover period starts.
WS11	Resource Management	The Supplier requests access removal for resource being offboarded when handover period ends or at time of offboarding from the organization.

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WS12	Knowledge and Training	DevOps and Operation Team member knowledge and training plan should continuously be adapted and aligned with roadmap and backlog. Reference Appendix A, 19.2.
WS13	Knowledge and Training	The Supplier will secure internal and external trainings for Dev and Ops team members based on Purchaser service roadmap and mutually agreed.  Reference Appendix A, 19.2 and 19.5
WS14	Knowledge and Training	The Supplier include the Dev team members in Supplier practice team events and innovation forums to bring in ideas/knowledge into the team and contribute to the roadmap and backlog.
WS15	Knowledge and Training	Supplier provides training records for DevOps and Operation Team member showing that training has been done for solutions and systems used in the service. Will be tracked in agreed tracker.
WS16	Operating Model - Roles	The Supplier have one dedicated Operational Lead for each of the following services and functional teams <ul style="list-style-type: none"> <li>- Managed Workstation Support Teams</li> <li>- Workstation Configuration Management - Software Release Team</li> <li>- Workstation Configuration Management – Workstation Management Team</li> <li>- Workstation Configuration Management - Management Systems Team</li> <li>- Workstation Hardware Lifecycle Management Team</li> <li>- Virtual Workstation Management</li> <li>- Workstation Print Management</li> </ul>
WS17	Operating Model - Roles	The Supplier Operational lead role shall <ul style="list-style-type: none"> <li>- Be the main contact and responsible for the area and service delivered.</li> <li>- Govern the service day to day operation, maintenance, and support tasks</li> <li>- Govern that the service operation tools and service components, are properly used in the service and are in evergreen state</li> <li>- Ensure that the service deliver meet the quality and performance as defined in KPI, PI and metrics.</li> <li>- Ensure that Purchaser ITSM processes and procedure are used and followed.</li> </ul>

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		<ul style="list-style-type: none"> <li>- Create, analyse, and report incident trends, improvement suggestions and KPI/PI/Metrics</li> <li>- Participate in the Dev ceremonies to contribute, give input from operation to the roadmap and backlog</li> <li>- Participate in Dev work to learn and contribute with operational perspective</li> <li>- Own and update operation procedures and processes</li> <li>- Act as bridge between dev and ops by informing and securing training and knowledge in the operation team</li> <li>- Lead handover and implementation of changes to the solution and technologies used in the service.</li> </ul>
WS18	Operating Model - Optimize cooperation and collaboration	The Supplier service delivery managers, operation leads and supporting roles shall participate in Managed Workstation's agile ceremonies.
WS19	Operating Model- Optimize cooperation and collaboration	Dev and Ops team members shall use Purchaser provided identities and collaboration tools
WS20	Operating Model - Service Excellence & Contribution	<p>The Supplier shall drive and work together with the Purchaser to modernize and improve the service solutions and technologies.</p> <p>Reference Appendix A 16.3</p>
WS21	Operating Model - Service Excellence & Contribution	<p>The Supplier closely monitor vendor roadmap for services and solutions used in Managed Workstation services delivery to -</p> <ul style="list-style-type: none"> <li>• identify changes that can affect the services delivered</li> <li>• ensure that that the implemented solutions and services are kept stable and always on.</li> <li>• enable solution to be developed and tested</li> <li>• enable the service to utilize the changes in best possible way</li> </ul> <p>Reference Appendix A 16.3</p>
WS22	Operating Model - Service Excellence & Contribution	<p>The Supplier contribute to the development of the service by identifying trends, new and changes to solutions and services that the services delivered could benefit of using.</p> <p>Reference Appendix A 16.3</p>

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WS23	Operating Model - Service Excellence & Contribution	The Supplier present upcoming changes to solutions and services used in Managed Workstation agile ceremonies to enable the Purchaser to take decision.  This requirement complement Appendix A 16.3
WS24	Operating Model - Service Excellence & Contribution	The Supplier invite to innovation forum aligned with Pre-PI planning schedule to share and exchange ideas of industry trends and vendor roadmaps related and aligned to Managed Workstation services roadmap and backlog.
WS25	Documentation	The Supplier is responsible for Purchaser service documentation as described in Appendix A section 18. Furthermore, the Supplier shall store documents in Purchaser appointed structure and use Purchaser document templates.
WS26	ITSM	The Supplier is responsible to follow Purchaser ITSM processes, procedures and guidelines defined by Purchaser and work together with all involved support teams. Reference Appendix P
WS27	ITSM - Incident and Problem Management	The Supplier is responsible to meet service Levels for Incident Management related to incident priority according to Business Criticality Assessment, BCA, as defined by the Purchaser for the Managed Workstation services, solutions and applications. Reference Appendix F
WS28	ITSM - Incident and Problem Management	The Supplier is responsible for driving any incidents and problems affecting the services in scope towards vendors of Purchaser and 3rd parties. Reference Appendix P 4.3 and 4.4
WS29	ITSM – Continuously Service Improvements	The Supplier is responsible for reviewing incidents to identify, improve and report - <ul style="list-style-type: none"> <li>• trends and indications on reoccurring issues</li> <li>• problem candidates identified and registered</li> <li>• incident categorization quality and identified improvements</li> <li>• incident description quality and identified improvements</li> </ul>

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		<ul style="list-style-type: none"> <li>• affected CI correctness's</li> <li>• causing CI correctness's</li> </ul>
WS30	ITSM – Continuously Service Improvements	<p>The Supplier is responsible to review, suggest and act to remove repetitive task through e.g., automation to enable better support experience and improved efficiency in accordance with Appendix A, section 13.8. Dev team shall be consulted and approve automations.</p>
WS31	ITSM – Knowledge Management	<p>The Supplier shall continuously document work instructions and guidelines in knowledge base articles to minimize the number of support cases and continuously work with shift left and thereby contribute to increase the number of cases solved by 1st and 2nd line support teams and enable End users to help themselves.</p> <p>Reference Appendix P 4.11 and 5.4, Appendix A 18.2</p>
WS32	ITSM - Request Management	<p>The Supplier is responsible add, change and remove requests to meet defined requirements or due to changed needs.</p> <p>The Supplier is also responsible for regular audits and reviews of the requests and workflows to ensure the fit for purpose and use.</p> <p>Requests are designed, implemented and delivered in Purchaser ITSM tool if nothing else is agreed with Purchaser.</p>
WS33	ITSM – Change Management	<p>The Supplier is responsible registering change records with applicable and relevant information about changes of Managed Workstation service components. Reference Appendix P 4.5</p>
WS34	ITSM – Change Management	<p>Review current and add or remove Managed Workstation Standard changes at least 2 times a year. The review and suggested changes of Standard changes shall be presented to Purchaser representatives to take mutual decision on changes to be made.</p> <p>This requirement complement requirement set out in Appendix P 4.5</p>
WS35	ITSM – Change Management	<p>The Supplier is responsible for representing Managed Workstation and participating in Purchaser CAB meetings to gather information and take actions on changes with effect or dependencies to Managed Workstation Services.</p>

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WS36	ITSM – IT portfolio	The Supplier is responsible to update the Purchaser Technology Portfolio with approved software and technology related to the service. This requirement complement requirement set out in Appendix A section 16.2 and 18.5
WS37	ITSM – Configuration Management	The Supplier is responsible for maintaining and updating of CMDB and CI records related to the service. The Supplier perform data quality review via configuration control and audits to ensure reflects the actual state of the asset and CI. This requirement complement requirement set out in Appendix A section 18.3 and Appendix P section 4.9
WS38	Reporting	KPI and PI reporting shall be automated and visualized to show current status in real time or as agreed with Purchaser
WS39	Technology	The Supplier includes full service and support for three versions, current, emerging and declining, of each Global Client Operating system as part of the service.
WS40	Security	The Supplier is responsible to ensure that the Managed Workstation Service environment is secure and configured according to vendor recommendations, best practices and Purchaser's Corporate Security directives, policies and guidelines.  Reference Appendix O section 12.1
WS41	Security	The Supplier Workstation Service delivery team shall work in close cooperation with the Purchaser Security representatives. The cooperation shall be of partnership spirit to efficient coordination and joint work with high-level split of responsibilities as defined in requirements.
WS42	Security – Vulnerability Management	Supplier is responsible for identify, assess, remediate or mitigate and report vulnerabilities in the service components and solutions by using Purchaser vulnerability management system.
WS43	Service Operation Tools	The Supplier is responsible to operate, monitor, manage and maintain all Purchaser Service Operation Tools used to deliver the Managed Workstation services, for example Active Directory objects and solutions, Azure services, objects and components, Management Systems, ITSM Tool request flows, product catalogues, etc.  Reference Appendix A section 7.3, 7.4, 7.10, 8 and 17.

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WS44	Service Operation Tools	<p>The Supplier is responsible to keep Service Operation Tools up-to-date, irrespectively of maintenance activity category, to meet the Evergreen requirement as well as security and functional demands to deliver the service.</p> <p>This requirement complement Appendix A section 8.1.2</p>
WS45	Service Operation Tools	<p>The Supplier monitor and analyse events to perform proactive and reactive actions on the Service Operation tools to minimize risk of issues and disturbances.</p> <p>Reference Appendix A section 17.</p>
WS46	Service Operation Tools	<p>The Supplier is responsible for operating and maintaining all WSCM objects in the Service Operation Tools</p>
WS47	Service Operation Tools	<p>The Supplier is responsible to keep the complete Managed Workstation Service Operation Tools, e.g. environment, in order, clean and optimal state, which means that no obsolete objects allowed to be present in the any environment, platform or solution etc..</p> <p>This responsibility includes all Managed Workstation objects in the Service Operation Tools</p>
WS48	Service Operation Tools - Access	<p>The Supplier is responsible for implementing and maintaining necessary roles for different levels of access and rights to Managed Workstation Service operation tools.</p> <p>Supplier and Purchaser mutually agree on roles to be used.</p>
WS49	Service Operation Tools - Access	<p>The Supplier is responsible for securing that only Purchaser approved personnel have access to Managed Workstation Service Operation tools.</p> <p>Reference Appendix A section 12.7</p>
WS50	Test	<p>The Supplier is responsible for defining proper and adequate test process, procedures, test cases and test protocols.</p> <p>Test cases and protocols are defined by Supplier and mutually agreed with Purchaser.</p>
WS51	Operation & Management – Quality	<p>Supplier operate and maintain a Purchaser owned Quality Assurance environments as a replica of the production environment in the extent to ensure valid and qualified test result.</p>

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	Assurance Environments	
WS52	Operation & Management Test Lab	The Supplier manage and maintain a test lab with Purchaser owned physical and virtual test equipment with the purpose to both perform or allow beta and user acceptance tests. This test lab should allow testing on previous, current and upcoming Workstation Configurations.
WS53	User Experience	The Supplier is responsible to measure and report the user experience of all services provided by Managed Workstation. The Supplier and Purchaser mutually agree on the user experience measurement parameters to ensure a great user experience. The user experience parameters are jointly evaluated and adjusted by Supplier when necessary.
WS54	User Experience	The Supplier is responsible to act on trends and indications that the mutually defined user experience parameters are not fulfilled.

### 3.2.2.1. Workstation Configuration Management

ID	Requirement category	Requirement description
WSCM1	Resources	<p>The Supplier is responsible for having a service team setup including but is not limited to the following roles and competences. These roles and competences supplement the operational lead and staff.</p> <p>The defined roles contribute and work in close cooperation with Purchaser representative to form a team that jointly evolve the solutions and technologies used to deliver the service.</p> <p>This will be delivered as Managed Capacity</p> <p>See Exhibit 1a (Baseline) for each role location and Dev assignment, FTE percentage, where 1.0 equal 100%. If not 1.0 FTE, e.g. 100%, Dev assignment the rest of the time, e.g. percentage up to 1.0 FTE, shall be spent working in Ops.</p> <ul style="list-style-type: none"> <li>• Workstation Configuration Management Subject Matter Expert, SME, with deep knowledge and experience of modern and</li> </ul>

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		<p>traditional technologies and solutions to keep Workstation Configurations in evergreen state.</p> <ul style="list-style-type: none"> <li>• Windows Operating System and Hardware Mgmt. Subject Matter Expert, with deep knowledge and experience of Purchaser current and upcoming operating systems and with deep knowledge and experience about hardware certification, driver and firmware management and maintenance.</li> <li>• Mac Operating System Subject Matter Expert, with deep knowledge and experience of Purchaser current and upcoming operating systems</li> <li>• Management System Subject Matter Expert, with deep knowledge and experience of Purchaser current and upcoming management systems.</li> <li>• Management System Engineer, having deep knowledge about Intune and MEMCM</li> <li>• Workstation Health Monitoring Subject Matter Expert with deep knowledge and experience about health monitoring and analyze of alerts and trends.</li> </ul>
WSCM2	Workstation Security - Antimalware	The Supplier is responsible for cooperating and coordinating with Purchaser Services for Workstation Antimalware functionality.
WSCM3	Workstation Security - Antimalware	The Supplier is responsible to take relevant remediation action for all virus incidents, based on support & analysis from the Purchaser representatives.
WSCM4	Workstation Security - Antimalware	The Supplier is responsible for add, change or update all Workstations Configurations according to Purchaser Security requirements.
WSCM5	Workstation Disk Encryption	<p>The Supplier shall for cooperate and coordinate with Purchaser Services for Workstation Disk Encryption functionality.</p> <p>As part of this responsibility the Supplier install, configure and support Disk Encryption on all End User Workstation. The Supplier</p>

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		<p>also add, change or update Disk Encryption solution and functionality according to Purchaser Security requirements.</p> <p>The Supplier is responsible to take relevant remediation action to ensure that all Workstation has applicable Disk Encryption.</p>
WSCM6	Service Operation Tools	<p>The Supplier is responsible for performing necessary operation and maintenance activities of the Service Operation Tools to manage requests to add and remove server infrastructure capacity or add, change or remove management system components and roles.</p> <p>This requirement enables scaling up and down Service Operation Tools to ensure capacity and functionality to be deliver performance and availability according to Purchaser requirements, including but not limited to changes in sites, workstations, new functionality etc.</p> <p>The Supplier shall plan and perform these activities in collaboration and coordination with Purchaser services of server infrastructure as necessary.</p> <p>This requirement complement Appendix A section 8.1.2</p>
WSCM7	Service Operation Tools	The Supplier is responsible to integrate Service Operation Tools with Purchaser's IT environment based on requirements from Purchaser.
WSCM8	Global Clients	The Supplier is responsible for operation, maintenance and support of Purchaser defined Global Clients.
WSCM9	Workstation Configurations	<p>As part of the service the Supplier test, implement and release new or changed Workstation Configurations as requested by Purchaser irrespectively of maintenance activity category. The design is based on Purchaser requirements and the release is approved by the Purchaser.</p> <p>This requirement complement Appendix A section 8.1.2</p>



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WSCM10	Workstation Configuration Servicing	The Supplier plan and executes all activities needed in the implementation phase and release of Workstation Configuration and Common Software in coordination with Dev team and approval from Purchaser representatives. These activities are delivered by the Supplier as part of the Managed Operation Classic service
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		<p>delivery irrespectively of maintenance activity category. Servicing covers all Workstation Configurations and components.</p> <p>Workstation Configuration Servicing process is governed by the Dev team. The Supplier manage and maintain the implementation and release process, documentation and workflows.</p> <p>This requirement complements Appendix A section 8.1.2</p>
WSCM11	Workstation Configuration Servicing	<p>Supplier is responsible to validate, verify and release all necessary updates to support the Workstation Configuration servicing release as part of the Managed Operation Classic service delivery irrespectively of maintenance activity category.</p> <p>This requirement complements Appendix A section 8.1.2</p>
WSCM12	Workstation Configuration Servicing	<p>As part of the Workstation Configuration Servicing the Supplier provide coordination and supports for the Purchaser Application owners in the work to verify and approve Purchaser applications and software.</p>



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WSCM13	Software Release Management	<p>The Supplier is responsible for the Software Release Management coordinator role, located close to the related Ops team.</p> <p>See Exhibit 1a (Baseline) for each role location and Dev assignment, FTE percentage, where 1.0 equal 100%. If not 1.0 FTE, e.g. 100%, Dev assignment the rest of the time, e.g. percentage up to 1.0 FTE, shall be spent working in Ops.</p> <p>The Software Release Management Coordinator shall:</p> <ul style="list-style-type: none"> <li>• act as a representative for the Software Release Management process, procedures, request etc. against the Purchaser's Product Owners, application owners and other stakeholders</li> <li>• be single point of contact for questions and hands on-help.</li> <li>• moderate a recurring Open House meeting, where Application Managers and other stakeholders can get hands on help and share information.</li> <li>• educate requestors in the service, regarding tools and processes</li> </ul>
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		<ul style="list-style-type: none"> <li>• take active part of handling requests according to agreed process and service levels</li> <li>• represent Software Release Management in the Incident and Problem Management processes</li> <li>• participate in meetings with the Purchaser forum regarding Purchaser application portfolio.</li> <li>• Identify improvements and update request flow and software catalogue in purchaser ITSM product together with software management operation team.</li> </ul>
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WSCM14	Software Release Management	<p>The Supplier is responsible for efficient Software Release Management processes, procedures and requests, including Software Packaging, Publishing and Distribution and Installation that shall:</p> <ul style="list-style-type: none"> <li>• encourage direct communication between supplier technicians within and requestors and other stakeholders</li> <li>• be able to release software as published in virtual environments, to be requestable to add or remove app as app session and on desktop sessions as well as automated single, mass and manually install/uninstall request on virtual or physical End User Workstations.</li> <li>• plan and monitor all releases to ensure high quality and user experience</li> <li>• include roll-back plan to effectively reduce impact on End Users in case of high failure rates.</li> <li>• handle all software releases for the End User Workstation</li> <li>• ensure low impact on network</li> </ul> <p>This responsibility includes all activities and task-based work to add or update a software in the Purchaser Software catalogue, stores and registers as well as in applicable management systems and virtual environments.</p> <p>If the software is included in Workstation Configuration, this request also includes activities and modifications to add and verify the software installation as part of Workstation Configuration(s) installation.</p> <p>Software release quality is verified via Supplier beta test and requestor acceptance test before release approval</p>
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WSCM15	Software Release Management	<p>The Supplier is responsible for having special process and procedures to handle a limited number of VIP applications (defined by the Purchaser) in a more effective, qualitative and secure way. This shall include (but not be limited to):</p> <ul style="list-style-type: none"> <li>• coordination and support with dedicated resource.</li> <li>• pre-order meetings between requestor and Supplier</li> <li>• dedicated software packaging technicians</li> <li>• extra focus on communication</li> <li>• continuous status release process updates</li> </ul>
WSCM16	Software Release Management – Software Packaging	<p>The Supplier is responsible for delivery of software packages that:</p> <ul style="list-style-type: none"> <li>• behave according to instructions given by the requestor and configured according to vendor security and functional recommendations.</li> <li>• are thoroughly documented with parameters, configuration, dependencies etc.</li> <li>• when installed or published give the user a great experience.</li> <li>• does not conflict with the Workstation Configuration software or hardware functionality or use.</li> <li>• once uninstalled does not affect other components in the End User Workstation.</li> <li>• always meet the agreed software quality and packaging standards.</li> <li>• are based on modern and traditional package formats used for Purchaser defined Global Clients or server platforms and adopt new technologies if necessary.</li> </ul>
WSCM17	Software Settings Management	<p>Supplier is responsible for managing and performing requests to add, remove and change software settings on the End user Workstation. This responsibility includes all activities to define the configuration setting, beta and acceptance test, target and release the settings in production environment.</p> <p>Software Settings Management shall use the technologies, design and in accordance with guidance provided by the Dev team.</p>

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WSCM18	Software Update Management – Monitoring and Detection	The Supplier is responsible for Software Updates Monitoring and Detection. The Supplier inform purchaser representatives about vendor released updates with Supplier recommended action. The Supplier keeps register of all detected and software updates, Supplier recommendation, Purchaser decision and request to release.
WSCM19	Software Update Management	<p>Supplier is responsible for managing and performing requests to add and remove software updates on the End user Workstation. This responsibility includes all activities to do Supplier beta, Purchaser acceptance test and target and release the approved updates in production environment.</p> <p>Software Update Management shall use the technologies, design and in accordance with guidance provided by the Dev team.</p>
WSCM20	Software Usage Metering	The Supplier is responsible for managing and performing Software Usage Measurement request on End user workstations according to target performance level. This responsibility includes all activities and task-based work to add and remove a software usage measurement according to requestor defined specification, targets, measurement period and report interval.
WSCM21	Hardware Management	<p>The Supplier is responsible operate, maintain, support and certify hardware models and peripherals.</p> <p>Hardware Management maintenance include hardware firmware, driver and utility software to support the evergreen state of Workstation Configurations</p> <p>Certify hardware models and peripherals is performed on request or on demand, example at Workstation Configuration Servicing release, and includes all activities to enable installation of requestor defined Workstation Configuration(s) on the hardware model. The Supplier is as part of this request responsible to ensure hardware model functionality.</p> <p>Supplier is responsible to release the support for Workstation Configuration Installation for the hardware model and peripheral in production environment</p>

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WSCM22	Workstation Management - Workstation Installation	The Supplier is responsible for operation, maintenance and support to enable automated installation of a Workstation Configuration.
WSCM23	Workstation Management – Add/Remove Workstation	The Supplier is responsible for operation, maintenance and support of processes and tools to enable the automated request add and remove workstations in the service.
WSCM24	Workstation Configuration Management – Workstation Service Window	The Supplier is responsible to operate and maintain Purchaser defined Workstation Service Window(s). As part of this responsibility the Supplier shall manage and perform requested to add or remove Workstation Service Window on End User Workstation.
WSCM25	Remote Management – Health Monitoring	The Supplier is responsible for Workstation Health Monitoring to ensure and improve device health and end user experience as well as proactive/reactive resolution of incidents and reduction of incidents for the complete End User Workstation. As part of this responsibility the Supplier ensures that the health monitoring agents are installed and functional on all Purchaser End User Workstations where this is possible due to legal reasons.
WSCM26	Remote Management – Health Monitoring	The Supplier and Purchaser mutually agree process, procedures and how to use Purchaser Health Monitoring system.
WSCM27	Remote Management – Health Monitoring	The Supplier is responsible for securing those personnel with access to Purchaser Workstation Health Monitoring System have knowledge and relevant training to work with and use the system as well as full understanding on how the system is allowed to be used.
WSCM28	Remote Management – Health Monitoring	The Supplier is responsible for all necessary tasks and activities to evaluate, recommend, and implementing the necessary threshold, parameters and alerts to monitor, measure and ensure that the mutually agreed Workstation Health and End User Experience index is fulfilled.

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WSCM29	Remote Management – Health Monitoring	The Supplier is responsible for the continuously real time monitoring of the Workstation health and end user experience. This function act as the health and user experience gate keepers with the responsibility to upon identified alerts or trends invoke analyze and coordination function.
WSCM30	Remote Management – Health Monitoring	The Supplier is responsible for the analyst function that perform analyze and provide valid conclusions and recommendation on issues identified based on the alerts and events gathered by Purchaser Health Monitoring system.
WSCM31	Remote Management – Health Monitoring	The Supplier is responsible for the Health Monitoring Coordinator Function. This Ops team govern and define the overall processes and procedures to provide information and insight on identified issues and reports to Purchaser Support, Services, projects and stakeholders. This function ensures a smooth coordination and seamless flow of identified issues and corresponding alerts, events and reports between resolver groups as well as Purchaser stakeholders and suppliers.
WSCM32	Remote Management – Health Monitoring	The Supplier is responsible for creating, handling and delivering management dashboards and reports as requested by Purchaser.
WSCM33	Remote Management – Health Monitoring	The Supplier is responsible to ensure that Purchaser Security, data, information and privacy directives are followed.  Reference Appendix O

### 3.2.2.2. Workstation Hardware Lifecycle Management

ID	Requirement category	Requirement description
WSHLM1	Resources	<p>The Supplier is responsible for having a service team setup including but is not limited to the following roles and competences. These roles and competences supplement the operational lead and staff.</p> <p>The defined roles work in close to contribute and cooperate with Purchaser to form a team that jointly evolve the processes,</p>

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		<p>workflow, procedures and systems used to deliver WSHLM service.</p> <p>This will be delivered as Managed Capacity</p> <p>See Exhibit 1a (Baseline) for each role location and Dev assignment, FTE percentage, where 1.0 equal 100%. If not 1.0 FTE, e.g. 100%, Dev assignment the rest of the time, e.g. percentage up to 1.0 FTE, shall be spent working in Ops.</p> <ul style="list-style-type: none"> <li>• Asset and Configuration Management Subject Matter Expert, SME, with deep knowledge and experience of Workstation Hardware Lifecycle Management to keep service Assets and CI in control.</li> <li>• ITSM tool Subject Matter Expert, with deep knowledge and experience of Purchaser ITSM tools.</li> </ul>
WSHLM2	Hardware Life Cycle Management	The Supplier shall from operation responsibilities and perspective collaborate and act cooperation with current hardware suppliers.
WSHLM3	Asset Management & Asset Register	<p>The Supplier is responsible to support the hardware lifecycle of End User workstations. This responsibility includes supporting and contributing to continuously improve all activities needed to manage, maintain and support the life cycle stages for the Purchaser's workstations:</p> <ul style="list-style-type: none"> <li>• Plan</li> <li>• Acquire</li> <li>• Deploy</li> <li>• Manage</li> <li>• Retire</li> <li>• Configuration Control and Audits</li> </ul> <p>As part of this responsibility the Supplier use and provide Purchaser defined standardized procedures to concerned staff executing the activities and support them to enable a harmonized IT delivery across all Purchaser affiliates.</p>

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WSHLM4	Asset Management & Asset Register	The Supplier is responsible for the quality of the asset and configuration data in Purchasers CMDB and that the data is maintained via configuration control and audits to reflects the actual state of the asset and CI.
WSHLM5	Asset Management & Asset Register	The Supplier is responsible to keep track on all service assets. The Supplier is responsible for process and procedures for identifying inactive assets. The Supplier is responsible for locating unused assets and support the return of the asset to respective stock room.
WSHLM6	Asset Management & Asset Register	The Supplier promote and support to ensure that scrap/recycling management solution and processes is used. Destruction of data and end recycling shall follow the Purchaser's policies.  The Supplier shall ensure that Purchaser receive a certificate for each recycled workstation device.
WSHLM7	Asset Management & Asset Register – Report	The Supplier is responsible for the delivery of asset and configuration data monthly report based on Purchaser requirements and mutually agreed format and content.
WSHLM8	Product Lifecycle Management & Product Catalogue	The Supplier is responsible to monitor and gather knowledge and information about global trends and business requirements to jointly with Purchaser ensure that the Digital Workplace Product Catalogue is aligned with global trends and fit for Purchaser Business purpose and use.
WSHLM9	Product Lifecycle Management & Product Catalogue	The Service product catalogue of workstation models, peripherals and accessories are maintained and managed by the Supplier in the applicable portals, Product catalogues, ITSM tool and registers.
WSHLM10	Product Lifecycle Management & Product Catalogue	The Supplier is responsible to maintain Purchaser's Technology Portfolio – Client Hardware with Product Catalogue workstation hardware models and peripherals. Supplier is responsible to review and update the Technology Portfolio based on the Product Catalogue changes.
WSHLM11	Procurement and Purchasing portal	The Supplier is responsible for managing and maintain content in Purchaser procurement portals on behalf of the Purchaser to ensure a standardized procurement and supply chain to deliver the products to all Antarctica Bars sites.

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WSHLM12	Procurement and Purchasing portal	The Supplier is responsible to support Purchaser appointed Asset and purchase managers in Workstation Hardware Lifecycle Management.
WSHLM13	Stock rooms & Stock room Management	The Supplier is responsible for setup, manage and maintain stock rooms in Purchaser ITSM tool.
WSHLM14	Incident Break fix	The Supplier is responsible for manage and maintain the Hardware Break and Fix procedures and processes. The Supplier provide coordination and support for workstation hardware repair - both warranty and non-warranty.
WSHLM15	Spare Part & Spare Part management	The Supplier shall manage, maintain and support the Spare Part management process and deliveries for the Purchaser staff or subcontractors to repair a broken device.

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### 3.2.2.3. Workstation Print Management

ID	Requirement category	Requirement description



## Name of document

WSPM1	Resource	<p>The Supplier is responsible for having a service team setup including but is not limited to the following roles and competences. These roles and competences supplement the operational lead and staff.</p> <p>The defined roles work close with Purchaser to provide expertise to evolve the processes, technologies and solutions used to deliver WSPM service.</p> <p>This will be delivered as Managed Capacity.</p> <p>See Exhibit 1a (Baseline) for each role location and Dev assignment, FTE percentage, where 1.0 equal 100%. If not 1.0 FTE, e.g. 100%, Dev assignment the rest of the time, e.g. percentage up to 1.0 FTE, shall be spent working in Ops.</p> <ul style="list-style-type: none"> <li>• Printer Management and Maintenance Subject Matter Expert, SME, with deep knowledge and experience of modern pull and push print solutions and Purchasers print environment.</li> </ul>
WSPM2	Print Management	The Supplier is responsible to operate and maintain Purchaser's document output devices and relations and dependencies to business processes and applications.
WSPM3	Print Management	The Supplier is responsible to deliver standardize services to all Purchaser sites. The Supplier shall contribute and drive the standardization and delivery of print services on all Purchaser sites even if the local print services differ from site to site.
WSPM4	Print Management	The Supplier is responsible to operate, maintain and support the Purchaser Workstation Print Management environment to provide a secure, Evergreen and stable print, fax and scan functionality supporting all Purchasers endpoints platforms.
WSPM5	Print Management	The Supplier shall from operation responsibilities and perspective collaborate and act in cooperation with Purchaser Print suppliers & Managed Print Services suppliers.

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WSPM6	Print Management	The Supplier shall act as single point of contact towards other services using Workstation Print Management services.
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## Name of document

WSPM7	Print Management	The Supplier is responsible for scaling up and down the Workstation Print Service environment as necessary. This includes monitoring and reviewing printer environment to enable optimization of print platform capacity, license utilization etc.
WSPM8	Print Management	The Supplier is responsible for the administration and management of all printer queues provided by the service.
WSPM9	Print Monitoring	The Supplier is responsible for monitoring the Workstation Print environment to ensure printer platform and printer queue status and availability as well as printer status and health including the toner consumption, paper jam etc.
WSPM10	Print Monitoring	The Supplier is responsible proactively acting on unhealthy printers by contacting resolvers work close with applicable services to resolve the issues.
WSPM11	Print Management	The Supplier is responsible to certify new print, fax and scan hardware models against the Purchaser's IT environment.
WSPM12	Print Maintenance	<p>The Supplier is responsible to monitor print vendor releases of platform, drivers and firmware updates to prepare, verify and release updated printer drivers and firmware's to ensure Evergreen, stable and reliable print functionality in Purchaser's IT environment as part of the Managed Operation Classic service delivery.</p> <p>This requirement complement Appendix A section 8.1.2</p>
WSPM13	Print Maintenance	<p>The Supplier is responsible to verify and update all drivers, firmware, processes etc. as necessary and aligned with of WSCM – Workstation Configuration Servicing releases and timeline.</p> <p>This requirement complement Appendix A section 8.1.2</p>
WSPM14	Print Management	The Supplier is responsible to update the Purchaser Technology Portfolio with approved and certified printers.
WSPM15	Asset Management & Asset Register	The Supplier is responsible for maintaining and updating of Printer and Printer Queue financial and configuration data in Purchasers ITSM tool. The Supplier perform data quality review via configuration control and audits to ensure reflects the actual state.

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		As part of this responsibility the Supplier shall have processes and methods to keeping track of printer location to ensure that the location information is correct in ITSM configuration data and mirrored to Print agent application.
WSPM16	Asset Management & Asset Register	The Supplier shall have a process to identify inactive and unused printers. The Supplier is responsible for driving the re-allocation or return to stock-room of unused printers in collaboration with Purchaser On-Site Services.
WSPM17	Asset Management & Asset Register	The Supplier is responsible for managing and supporting global print equipment stock rooms. Supplier will use the stock room facility provided by Purchaser and manage the movement and inventory of equipment in/out of the stock room.
WSPM18	Incident Management - Break and fix	<p>The Supplier is responsible for manage and maintain the Hardware Break and Fix procedures and processes.</p> <p>The Supplier provide coordination and support for print hardware repair both warranty and non-warranty. The Supplier work in close cooperation with Purchaser On-site Support Services to accomplish fast and efficient restore of printer functionality.</p> <p>The Supplier is responsible for coordinating with the MPS provider for repairs for printers under MPS agreement.</p>

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## 3.2.2.4. Virtual Workstation Management

ID	Requirement category	Requirement description



Name of document

VWSM1	Resource	<p>The Supplier is responsible for having a service team setup including but is not limited to the following roles and competences.</p> <p>These roles and competences supplement the operational lead and staff.</p> <p>The defined roles work close with Purchaser to provide expertise to evolve the processes, technologies and solutions used to deliver VWSM service.</p> <p>This will be delivered as Managed Capacity</p> <p>See Exhibit 1a (Baseline) for each role location and Dev assignment, FTE percentage, where 1.0 equal 100%. If not 1.0 FTE, e.g. 100%, Dev assignment the rest of the time, e.g. percentage up to 1.0 FTE, shall be spent working in Ops.</p> <ul style="list-style-type: none"> <li>Virtual Desktop Infrastructure Subject Matter Expert, SME, with deep knowledge and experience of designing and operating large scale environment and Purchasers Virtual Workstation Environment.</li> </ul>
VWSM2	Virtual Workstation Management	The Supplier is responsible for operation and maintenance of all parts of the Purchaser's Virtual Workstation environment.
VWSM3	Virtual Workstation Management	The Supplier act as a single point of contact for the Virtual Workstation environment.
VWSM4	Virtual Workstation Management	The Supplier is responsible for proactive resource management in the virtual environments to ensure that the environment has optimized resource utilization, usage and cost whilst providing the capacity needed.
VWSM5	Virtual Workstation Management	The Supplier is responsible for maintenance updates and upgrades of the Virtual Environment

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VWSM6	Virtual Workstation Management	<p>Supplier is responsible for implementing maintenance updates and upgrades as part of the service, irrespectively of maintenance activity classification,</p> <p>The maintenance updates and upgrades shall be planned and implemented to keep the service stable and modern as well as to ensure releases of new or updated Workstation configurations and Desktop and App Session services Virtual Offerings are not delayed or hindered.</p> <p>This requirement complement Appendix A section 8.1.2</p>
VWSM7	Virtual Workstation Management	Supplier is responsible for ensuring that the virtual environment is reliable, predictable and secure by reviewing and analyzing to identify and recommend changes to the services.
VWSM8	Virtual Workstation Management	The Supplier is responsible for adding new or updating Workstation Configurations, Desktop and App Session services in the virtual environments.
VWSM9	Virtual Workstation Management	The Supplier is responsible for process and procedures to ensure the Evergreen state of Workstation Configurations, Desktop and App Session services provided in the virtual environment.
VWSM10	Software Release Management	The Supplier is responsible for all activities to coordinate, handle and support activities to publish applications and software in the virtual environments. These activities are performed in parallel with and accordance to Software Release Management – Modify Software Catalogue performance targets.

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### 3.2.3. Endpoint Application management

#### Requirement



Name of document

ID	Requirement category	Requirement description
EPA1	Managed Capacity	<ul style="list-style-type: none"> <li>• Manage Capacity (Exhibit 1a Baseline)</li> <li>• If the leaves are beyond 4 consecutive weeks, the supplier shall provide a backfill for the resource and role on leave. (Appendix A)</li> </ul>
EPA 2	Support & Maintenance and 24*7 Service Operations	<p>The Supplier shall manage the support and operations activities.</p> <p>The support hours for EPAM service are 24 * 7.</p>
EPA3	Life Cycle Management	<p>The Supplier shall manage license utilization.</p> <ul style="list-style-type: none"> <li>• Make sure we always are license compliant.</li> <li>• Regular access reviews. When, depend on application.</li> <li>• Metering. Remove subscriptions from inactive users.</li> <li>• Software removal if not approved installations are found</li> <li>• Remove old installations</li> </ul>
EPA4	Life Cycle Management	<p>The Supplier shall Upgrade Software when new version is available</p> <ul style="list-style-type: none"> <li>• Download new versions</li> <li>• Install and test the new version</li> <li>• Create installation guides, if needed</li> <li>• Create the new package</li> <li>• UAT test</li> <li>• Release new packages</li> </ul>
EPA5	Life Cycle Management	<p>The Supplier shall update existing users with:</p> <ul style="list-style-type: none"> <li>• Information about the upgrade to newer version</li> </ul>

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		<ul style="list-style-type: none"> <li>• Information about the change, new features</li> <li>• Training for end users by creating self-help knowledge base</li> <li>• New instructions when needed</li> </ul>
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## Name of document

EPA6	Life Cycle Management	<p>The Supplier shall maintain KB-Articles including but not restricted to. See Appendix A Section 18.2</p> <ul style="list-style-type: none"> <li>• Update KB articles</li> <li>• Remove old KB articles</li> <li>• Add new KB articles</li> </ul>
EPA7	Life Cycle Management	<p>The Supplier shall Analyse Software on a regular basis investigate the below and inform status to the Purchaser</p> <ul style="list-style-type: none"> <li>• If the software still meets business needs</li> <li>• Other better software options</li> <li>• The usage of the software</li> <li>• Retired software to be decommissioned</li> </ul>
EPA8	Request management	<p>The Supplier shall manage requests, including but not restricted to.</p> <ul style="list-style-type: none"> <li>• Incoming request for approval in ServiceNow</li> <li>• Check not to exceed the number of purchased license</li> <li>• If the Supplier needs more licenses, the Product Owner shall be contacted for approval. Requests shall not be approved if we don't have enough licenses.</li> <li>• Create a subscription for users</li> <li>• Update user how to get started</li> <li>• License Key management</li> </ul>
EPA9	Support Management	<p>The Supplier shall manage support, including but not restricted to. See Appendix P</p> <ul style="list-style-type: none"> <li>• Management of functional mailbox • Create KB for recurring questions etc.</li> <li>• Support ServiceDesk.</li> <li>• Support departments and project with solutions for products within the service</li> </ul>
EPA10	Incident Management	<p>The Supplier shall manage incidents, including but no restricted to</p> <ul style="list-style-type: none"> <li>• Management of incidents in ServiceNow</li> <li>• Create KB for recurring errors</li> <li>• Create an incident ticket at the Software Supplier for proactive solution work.</li> </ul>

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EPA11	Microsoft 365 Apps and Browsers	<p>The Supplier is responsible but not restricted to.</p> <ul style="list-style-type: none"> <li>• Packaging, testing, distribution to clients (Windows, macOS, iOS, Android)           <ul style="list-style-type: none"> <li>◦ Microsoft 365 Apps</li> <li>◦ Office 2013/2016 ProPlus,</li> <li>◦ Visio, Project</li> <li>◦ Teams</li> <li>◦ Edge, Internet Explorer.</li> </ul> </li> <li>• Office related solutions for language packs, templates, email signatures etc.</li> <li>• GPO management (Group Policy's)</li> <li>• Configuration baseline management (CCM/Config Mgr.)</li> <li>• Client branding component management; Teams backgrounds, client wallpaper/lock screen/screen saver.</li> <li>• Font management</li> <li>• Enterprise mode site list management for browsers</li> <li>• Trusted site management</li> </ul>
EPA12	eSign and Digital -ID	<p>The Supplier is responsible but not restricted to.</p> <ul style="list-style-type: none"> <li>• Support projects and departments with e-solutions together with other departments such as the SharePoint and SAP team. To find best solution for department like Finance, Purchasing, HR, etc. This will be managed by tech lead on-site.</li> <li>• The Supplier shall manage subscriptions and maintain users plus group control in Adobe sign</li> <li>• Tag, covert document and customize email templets Be up to date with new technology</li> </ul>
EPA13	General	<p>The Supplier shall manage service, including but not restricted to.</p> <ul style="list-style-type: none"> <li>• Management of functional mailbox</li> <li>• Create KB for recurring questions etc</li> <li>• Support ServiceDesk</li> </ul>
EPA14	Tools	<p>The Supplier shall manage service, including but not restricted to.</p>

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	<ul style="list-style-type: none"> <li>• Managing all incoming mails in the Service Functional mailbox</li> <li>• Managing all service request entered in SNOW</li> <li>• Managing all service incidents entered in SNOW</li> <li>• Manage and update SharePoint guides and instructions for the service. OneNote is used.</li> <li>• Manage Qualys with all apps within EPAM</li> <li>• Manage daily working sheet in AzureDevOps</li> <li>• Manage SmartTrack and calibrate views for daily license control</li> </ul>

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## 4. KPI - PI - Metric - Reports

### 4. KPI

#### 4.1.1. Managed Workstation

Name	MWS-KPI1-Managed Workstation Compliance
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Name of document

<b>Definition</b>	<p>Workstation Compliance measure the key functions and components compliance fulfillment for each category.</p> <p><b>Category definition</b></p> <ul style="list-style-type: none"> <li>- Physical Office Workstation Windows</li> <li>- Physical Office Workstation Mac</li> <li>- Virtual Office Workstation Windows</li> </ul> <p>Compliance fulfillment is based on following measurement points for each category.</p> <ul style="list-style-type: none"> <li>- <b>Update baseline compliance</b> <i>As new updates are released the operating system version and office 365 App version baseline is changed to be measured against. Workstation without management heartbeat within 30 days are excepted from this measurement point.</i></li> <li>- <b>Global Client Operating System version compliance</b> <i>Global Client Supported version(s) is mutually set when new versions are released and old are removed and later set to be unsupported.</i></li> <li>- <b>Management Agent version compliance</b> <i>Applicable for Workstation Configurations where Management agent is a key component</i></li> <li>- <b>Disk Encrypted Compliance</b> <i>Measured against Purchaser endpoint disk encryption policy. Endpoints using disk encryption software other than operating system built in are excepted from this measurement point.</i></li> <li>- <b>Workstations using unsupported operating system</b> <i>A operating system is set to un-supported when vendor lifecycle support ends or as mutually agreed.</i></li> </ul>
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<b>Calculation</b>	<p>Compliance for each category is calculated separately.</p> <p>Each workstation managed by the service shall meet the following criteria Workstation compliant is TRUE when the following criteria are meet:</p> <ul style="list-style-type: none"> <li>- Update baseline compliant = TRUE or Management Heartbeat =&gt; (Report date – 30 days)</li> <li>- Global Client Operating System version compliant = TRUE</li> <li>- Management Agent version compliant = TRUE (Windows)</li> <li>- Disk Encryption compliant = TRUE or Not Applicable</li> </ul> <p>The volume of Workstation Compliant is divided with the total volume of workstation managed for the category giving % compliance</p>
<b>How to measure</b>	Operational measurement data for each workstation managed by the service is extracted from the system holding the master data, e.g. Purchaser CMDB, Management system and Azure Active Directory, and combined into a report automating the calculation of result.
<b>Acceptable level</b>	<ul style="list-style-type: none"> <li>- &gt;=94% Compliance measured per category</li> <li>- &gt;= 96% Compliance for all workstations managed by the service</li> <li>- &lt;=2% using unsupported operating system per category</li> </ul>
<b>Target level</b>	<p>If acceptable level is meet each % above is calculated as bonus according to X multiplied with 1/12 = Bonus result in %.</p> <p><i>Example if monthly KPI result is</i></p> <ul style="list-style-type: none"> <li>- <b>96%</b> Compliance measured per category</li> <li>- 96% Compliance for all workstations managed by the service</li> <li>- &lt;2% using unsupported operating system per category</li> </ul> <p>The monthly example result is 2% above Acceptable level, in this example through <i>Compliance measured per category</i>, giving Bonus result = <math>2 * 1/12 = 16,6\%</math>.</p>
<b>Weight</b>	50%
<b>Report date</b>	5 <sup>th</sup> Business Day
<b>Measuring period</b>	Monthly

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#### 4.1.2. EndPoint Application Management

Name	License Compliance
Definition	Number of tools/applications where the number of users does not exceed the number of licenses
Calculation	All licenses and SaaS subscriptions in the scope for EndPoint Applications Management are never to be exceeded the number of licenses or subscription.
How to measure	Automatically calculated in SmartTrack where possible  Where it's not possible this has to be manual managed.  This applies to device with Windows, macOS, iOS and Android.
Acceptable level	98% (ok service – green!, below is not acceptable – red!)
Target level	100% (reachable)
Weight	30%
Report date	As part of monthly delivery report
Measuring period	Month

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## 4. PI

### 4.2.1. Common

The PI defined in this section is applicable for all services in the sourcing object.



Name of document

<b>Name</b>	COMM-PI1-Request Fulfillment-Requests delivered on time
<b>Definition</b>	<p>The request fulfillment in scope of the services in this service object will follow service levels as defined in DWP - Managed Workstation and Endpoint Application Management - Exhibit 1b - Request Fulfilment List</p> <p>Percentage of service requests delivered according to agreed lead times measured from time of submitted, excluding Purchaser approvals, per request in Purchaser ITSM Platform, currently ServiceNow.</p> <p>PI fulfilment is measured per unique Service Request defined for each service in this service object. Requests in scope of this PI is defined in DWP - Managed Workstation and Endpoint Application Management - Exhibit 1b - Request Fulfilment List Each individual request covered by this PI shall meet the acceptable level as defined below.</p>
<b>Calculation</b>	Calculation is done per unique Service request where Request fulfilled within defined service level/Total volume of request closed during the period.
<b>How to measure</b>	<p>Request fulfillment is measured by implementing SLA on each request in Purchasers ITSM platform, currently Service Now. The SLA is setup according to <i>DWP - Managed Workstation and Endpoint Application Management - Exhibit 1b - Request Fulfilment List</i>.</p> <p>The request fulfillment result for each closed request during the period is extracted from Service Now to calculate the PI result.</p>
<b>Acceptable level</b>	<p>Service Requests fulfilled (Manual) =&gt; 95%</p> <p>Service Requests fulfilled (Automated) =&gt; 98%</p>
<b>Report date</b>	5 <sup>th</sup> Business Day

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## 4.2.2. Managed Workstation

The PI defined in this section is applicable for all Managed Workstation Services.

### 4.2.2.1. Workstation Configuration Management

<b>Name</b>	MWS-PI1–Managed Workstation
<b>Definition</b>	<p>This measurement is to ensure that all workstations in scope of services are in managed state for each category.</p> <p><b>Category definition</b></p> <ul style="list-style-type: none"> <li>- Physical Office Workstation Windows</li> <li>- Physical Office Workstation Mac</li> <li>- Virtual Office Workstation Windows</li> </ul> <p>Total volume of Managed Workstation is defined for Windows as enabled workstations objects in Managed Workstation designated organizational units in Active Directory and for Mac, workstations in MobileIron.</p> <p>Managed state is definition is dependent on category.</p> <p><b>Managed Workstation criteria</b></p> <ul style="list-style-type: none"> <li>- General           <ul style="list-style-type: none"> <li>○ Management Registration State = Active ○ Management Last Check-in &lt;= 90 days ○ CMDB CI object exists for the workstation</li> </ul> </li> <li>- Workstations with Windows Operating System           <ul style="list-style-type: none"> <li>○ Azure AD Joined or Hybrid Azure AD Joined = TRUE</li> <li>○ Azure AD Activity date &lt;= 90 days</li> </ul> </li> <li>- Workstation managed via MEMCM           <ul style="list-style-type: none"> <li>○ Management Agent Health = Health State 6 or 7 ○ Hardware Inventory up to date =&lt; Report Date – 90 days</li> </ul> </li> </ul>
<b>Calculation</b>	<b>Managed Workstation per Category</b>

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	<p>Managed Workstation per category / Category total volume of workstations</p> <p><b>Managed Workstation for all categories</b></p> <p>Managed Workstation / Total volume of workstations managed by service</p>
<b>How to measure</b>	Operational measurement data for each workstation managed by the service is extracted from the system holding the master data, e.g. Purchaser CMDB, Management system and Azure Active Directory, and combined into a report automating the calculation of result.
<b>Acceptable level</b>	<p>Workstation category meet</p> <ul style="list-style-type: none"> <li>- Physical Office Workstation Windows Managed = True =&gt; 94%</li> <li>- Physical Office Workstation Mac = True =&gt; 94%</li> <li>- Virtual Office Workstation Windows = True =&gt; 94%</li> </ul> <p>And</p> <ul style="list-style-type: none"> <li>- Managed Workstations =&gt; 95%</li> </ul>
<b>Report date</b>	5 <sup>th</sup> Business Day
<b>Measuring period</b>	Monthly

<b>Name</b>	MWS-PI2–Software Release Management – Software Distribution and Installation reliability
<b>Definition</b>	The Supplier shall in accordance to this measurement deliver the Software Distribution and Installation service level reliability according to defined acceptable level to cater for Software Distribution and Installation reliability within this service. The Supplier shall provide

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	analyses and comments for software releases with low installation quality or other irregular status.
<b>Calculation</b>	The quality is measured for each software release and service reliability delivered is defined as the average installation quality for all software releases during the period. Installation quality calculation formula is success / success + failed = Installation reliability per software release within the measurement period.
<b>How to measure</b>	The information and details of each software release is gathered from respective management system used for the software distribution and installation release.
<b>Acceptable level</b>	Average Software distribution and installation reliability => 95%
<b>Report date</b>	5 <sup>th</sup> Business Day
<b>Measuring period</b>	Monthly

#### 4.2.2.2. Workstation Print Management

<b>Name</b>	MWS-PI3-Printer Management Availability
<b>Definition</b>	Print Platform is availability for printing.
<b>Calculation</b>	Monthly uptime / (Monthly total time – planned maintenance time)
<b>How to measure</b>	<p>Influx will be configured to monitor specified services on Print servers.</p> <p>Following services will be monitored:</p> <ul style="list-style-type: none"> <li>• LRS AlertX Monitor Service</li> <li>• LRS VPSX</li> <li>• LRS/Advanced Windows Print Service</li> <li>• LRS/NetX</li> <li>• LRS/ServerX</li> </ul>

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<b>Acceptable level</b>	Printer Platform availability =>99%
<b>Report date</b>	5 <sup>th</sup> Business Day
<b>Measuring period</b>	Monthly

#### 4.2.2.3. Virtual Workstation Management

<b>Name</b>	MWS-PI4—Virtual Workstation Service Management and Maintenance Excellence
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Name of document

<b>Definition</b>	<p>The Supplier will measure the service management and maintenance excellence for Azure Virtual Desktop.</p> <p>Unhandled Handled advisory is defined as: Advisory <b>not</b> analysed and remediated or set to Postponed or Dismissed by Ops team after approval from Purchaser.</p> <p><b>Sustainability and Cost Category</b></p> <ul style="list-style-type: none"> <li>- Unused personal virtual workstations &lt;= 1% Defined as Workstations not active past 60 Business days</li> <li>- Cost &lt;= 0 High / 1 Medium / 3 Low advisory unhandled</li> </ul> <p><b>Service Reliable and Predictable Category</b></p> <ul style="list-style-type: none"> <li>- Performance &lt;= 0 High / 2 Medium / 4 Low advisory unhandled advisory unhandled</li> <li>- Operational Excellence &lt;= 0 High / 2 Medium / 4 Low advisory unhandled</li> <li>- Rules &lt;= 0 High / 2 Medium / 4 Low advisory</li> </ul> <p><b>Security Category</b></p> <ul style="list-style-type: none"> <li>- Security Alerts &lt;= 0 High / 0 Medium / 2 Low alerts unhandled</li> </ul>
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	<ul style="list-style-type: none"> <li>- Recommendation &lt;= 0 High / 0 Medium / 2 Low recommendation unhandled</li> </ul>
<b>Calculation</b>	The acceptable level is calculated by reviewing the status of advisory for respective category in Azure Virtual Desktop Advisory console. The result, e.g. number of unhandled advisories per category and criticality is extracted to agreed report to show if the monthly result meet the acceptable level.
<b>How to measure</b>	By using the Azure Virtual Desktop Advisor and review the current unhandled advisories for Production subscriptions



Name of document

<b>Acceptable level</b>	<ul style="list-style-type: none"> <li>- Sustainability and Cost Category           <ul style="list-style-type: none"> <li><input type="radio"/> Unused personal virtual workstations &lt;= 1% Defined as Workstations not active past 60 Business days</li> <li><input type="radio"/> Cost &lt;= 0 High / 1 Medium / 3 Low advisory unhandled</li> </ul> </li> <li>- Service Reliable and Predictable category:           <ul style="list-style-type: none"> <li><input type="radio"/> Performance &lt;= 0 High / 2 Medium / 4 Low advisory unhandled advisory unhandled</li> <li><input type="radio"/> Operational Excellence &lt;= 0 High / 2 Medium / 4 Low advisory unhandled</li> <li><input type="radio"/> Rules &lt;= 0 High / 2 Medium / 4 Low advisory - Security category:</li> <li><input type="radio"/> Security Alerts &lt;= 0 High / 0 Medium / 2 Low alerts unhandled</li> <li><input type="radio"/> Recommendation &lt;= 0 High / 0 Medium / 2 Low recommendation unhandled</li> </ul> </li> </ul>
<b>Report date</b>	5 <sup>th</sup> Business Day
<b>Measuring period</b>	Monthly

#### 4.2.3. EndPoint Application Management

Name	EPAM-PI1 - Onboard new Applications, SaaS services		
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Definition	Time to onboard a new application into the maintenance lifecycle and be orderable for end users in ServiceNow
Calculation	Lead time for each service request is calculated as ("Time for fulfilment" – Time for approval). Each lead time is compared to the agreed lead time target for that service request type. Percentage of delivery on time for all service requests is calculated as the number of requests delivered on time divided by the total number of requests fulfilled in the report month.



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How to measure	Automatically calculated in service now
Acceptable level	99% of managed request to be delivered within 24 working days.
Report date	As part of monthly delivery report
Measuring period	Month

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## 4. Metrics

### 4.3.1. Common

<b>Name</b>	COMM-M1-Vulnerability Management
<b>Definition</b>	This metric is for analyzing assessing and remediating vulnerabilities for software governed and managed by the services in this service object identified by Purchaser vulnerability management system. The identifying vulnerabilities shall be reported with status on monthly basis.
<b>Calculation</b>	Volume remediated or accepted vulnerabilities / Total volume of unique vulnerabilities
<b>How to measure</b>	The volume of vulnerabilities extracted from Purchaser's vulnerability system.
<b>Acceptable level</b>	=> 90%
<b>Report date</b>	5 <sup>th</sup> Business Day
<b>Measuring period</b>	Monthly



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<b>Name</b>	COMM-M2-KB Article Excellence
<b>Definition</b>	<p>The KB article excellence measure the service kb article usage and correctness.</p> <p>Article usage is based on count and usage past 30 days.</p> <p>Article correctness is based on CI mapping correctness, KB article owner, Category and validity.</p>
<b>Calculation</b>	To be defined

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<b>How to measure</b>	To be defined
<b>Report date</b>	5 <sup>th</sup> Business Day
<b>Measuring period</b>	Monthly

### 4.3.2. Managed Workstation

#### 4.3.2.1. Workstation Configuration Management

<b>Name</b>	MWS-M1-Workstation Installation Reliability and Time
<b>Definition</b>	<p>The Supplier is responsible for delivery for the automated installation of a Workstation Configuration.</p> <p>The quality of Workstation Installation is defined as the average success rate for all Workstation Installations.</p> <p>The Supplier will ensure the quality for complete installation of a Workstation Configuration according to the defined acceptable level.</p>
<b>Calculation</b>	The quality of Workstation Installation is defined as Success / (Success+Failed+Timeout) = result in %



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<b>How to measure</b>	The metric is measured by extracting Workstation configuration installation result from both modern and legacy management systems and add this to report that calculate the result. The method used to extract result for each installation is mutually defined and documented in the KPI report.
<b>Acceptable level</b>	Workstation Installation Success => 93% Workstation Installation time <= two (2) hours.
<b>Report date</b>	5th Business Day
<b>Measuring period</b>	Monthly

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<b>Name</b>	MWS-M2-Workstation Configuration Servicing-Release Quality
<b>Definition</b>	The Supplier is responsible for Workstation Configuration Servicing including the release of pre-updates, Global Client upgrade and postupdates. The quality of Workstation Configuration Servicing is defined as the average success rate for all Workstation targeted by the servicing release
<b>Calculation</b>	The quality of Workstation Configuration Servicing is defined as the average success rate for all Workstation targeted by the servicing release.



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<b>How to measure</b>	<p>The Workstation Configuration Servicing Release Quality is measured via the management system information from each workstation reported state information for each servicing ring.</p> <p>This metric is reached when the defined percentage of servicing release has reached the defined quality level, 94% success 30 days and 96% after 60 days after ring policy availability date.</p> <p>Each Servicing release, e.g. Global Client Win version, is measured separately and has its own release data and metric summary sheet.</p> <p>The report is automating the Current status for each ring by counting each workstation last enforcement state to a status showing the progress of each ring that has been released.</p> <p>The query used is below and should be used to extract the data from management system and pasted into WinXXXXReleaseData sheet</p> <p>Each ring is measured separately due to different availability dates and summarized to the overall quality which is automatically summarized as the release progresses but the same query is used to extract data for all rings.</p> <p>After 30 days availability the ring result is copied from the Current status to the "Result after 30 days" to close the result for the ring measurement period. This manual procedure is done next time after 60 days.</p> <p>When the ring has been closed the Current status will continue to be updated to show the progress, but the metric is measured on the fixed result set when closing a ring measurement period.</p>
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<b>Acceptable level</b>	>94% servicing success one month after release >96% servicing success two (2) months after release and onwards.
<b>Report date</b>	5 <sup>th</sup> Business Day
<b>Measuring period</b>	Trend 20 Business Day after servicing release date Servicing Average Success fulfillment 40 Business Days after servicing release and monthly onwards.
<b>Name</b>	MWS-M3-Software Update Management Discover and Recommendation reliability



Name of document

<b>Definition</b>	The Supplier is responsible for Software Updates discovery and recommendation. The Supplier inform purchaser representatives about vendor released updates with Supplier recommended action. The Supplier keeps register of all discovered and software updates.
<b>Calculation</b>	
<b>How to measure</b>	
<b>Acceptable level</b>	Out of band: 4 hours Critical: 16 hours Normal: 16 hours
<b>Report date</b>	5 <sup>th</sup> Business Day
<b>Measuring period</b>	Monthly

<b>Name</b>	MWS-M4-Software Update Management Compliance
<b>Definition</b>	The Supplier manages the Software Update Management Release process and meet the defined service level quality and performance of the complete process cycle for each update approved for release.

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	<p>The Software Update Management process includes the following major phases -</p> <ol style="list-style-type: none"> <li>1. Software Update Supplier Beta test</li> <li>2. Software Update Purchaser User Acceptance Test</li> <li>3. Software Update Release</li> </ol> <p>The service level performance includes five (5) days Purchaser user acceptance test.</p> <p>The service level performance is defined as percentage of total Workstations targeted with released update installed.</p> <p>The Supplier shall deliver the service level performance according to target.</p>
<b>Calculation</b>	
<b>How to measure</b>	
<b>Acceptable level</b>	=> 94% with update installed twenty (20) Business Days after approved release measured per update.
<b>Target level</b>	=> 94% with update installed twenty (20) Business Days after approved release measured per update.
<b>Report date</b>	20 Business Day after approved release.
<b>Measuring period</b>	Monthly

<b>Name</b>	MWS-M5-Service Operation Tools-Management System (MEMCM) Availability
<b>Definition</b>	<p>The Supplier is responsible for management system, Microsoft Endpoint Manager Configuration Management, availability target.</p> <p><i>The Supplier and Purchaser mutually agree the definition of availability.</i></p>

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<b>Calculation</b>	The calculation is based on number of minutes up-time for each service component divided by the total number of minutes for the month.
<b>How to measure</b>	<p>The uptime is measured through monitoring system logging the number of minutes up time for each of the following components per server in the management system.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> BITS</li> <li><input type="checkbox"/> IISADMIN</li> <li><input type="checkbox"/> SMS_EXECUTIVE</li> <li><input type="checkbox"/> CcmExec</li> <li><input type="checkbox"/> SMS_SITE_COMPONENT_MANAGER</li> <li><input type="checkbox"/> Winmgmt</li> <li><input type="checkbox"/> MSSQL\$CONFIGMGRSEC</li> <li><input type="checkbox"/> MSSQLServer</li> <li><input type="checkbox"/> SQLServerAgent</li> <li><input type="checkbox"/> SMS_Site_SQL_Backup</li> <li><input type="checkbox"/> SQLWriter</li> <li><input type="checkbox"/> WDSServer</li> <li><input type="checkbox"/> WsusService</li> </ul>
<b>Acceptable level</b>	Management System availability =>99.98%.
<b>Report date</b>	5 <sup>th</sup> Business Day
<b>Measuring period</b>	Monthly

<b>Name</b>	MWS-M6-Add/Remove workstations		
<b>Definition</b>	The Supplier manages the tools and process to add and remove workstations in the service.		

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	The Supplier is responsible for the delivery of the request to add or remove workstations in the service within defined target.
<b>Calculation</b>	Average time for the five (5) tests of the process
<b>How to measure</b>	The information is gathered through five (5) tests of the process and SOP, the PI result is the average time for the five (5) tests.
<b>Acceptable level</b>	Workstation added or removed from service < fifteen (15) minutes.
<b>Target level</b>	Workstation added or removed from service < five (5) minutes.
<b>Report date</b>	5 <sup>th</sup> Business Day
<b>Measuring period</b>	Monthly

<b>Name</b>	MWS-M7-Workstation Health monitoring index
<b>Definition</b>	This metric is set to follow the improvement of End User Experience by measuring the workstation health and identify actions to mitigate or fix issues identified in the health index.
<b>Calculation</b>	
<b>How to measure</b>	
<b>Acceptable level</b>	5% end user experience increase yearly
<b>Report date</b>	5 <sup>th</sup> Business Day
<b>Measuring period</b>	Monthly

#### 4.3.2.2. Workstation Hardware Lifecycle Management

<b>Name</b>	MWS-M8-CMDB Workstation CI data quality		
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<b>Definition</b>	The CMDB Workstation CI data quality in Purchaser ITSM tool metric ensures foundation data accuracy.  CI configuration data accuracy and quality is defined as correct Assigned user, Asset owner, Hardware status, Asset Country, Hardware manufacturer and model.
<b>Calculation</b>	To be defined
<b>How to measure</b>	<ul style="list-style-type: none"> <li>• Primary User or Most frequent user = Assigned User</li> <li>• Hardware Status – In Use = <ul style="list-style-type: none"> <li>○ Enable AAD and AD Object (Windows)</li> <li>Or ○ MI Registration state = Active (Mac)</li> </ul> </li> <li>• Asset Country &lt;&gt; Empty value</li> <li>• Asset Owner &lt;&gt; Empty value</li> <li>• Manufacturer &lt;&gt; Empty value</li> <li>• Model &lt;&gt; Empty value</li> </ul>
<b>Acceptable level</b>	Workstation CI configuration data quality =>95%
<b>Report date</b>	5 <sup>th</sup> Business Day
<b>Measuring period</b>	Monthly

#### 4.3.2.3. Workstation Print Management

<b>Name</b>	MWS-M9-Print Environment health and status index
<b>Definition</b>	<p>This metric addresses the need of ensuring standardization, health and overview of the print environment to visualize trends and enable identification of anomalies and deviations from our standards and quality requirements.</p> <p>This metric include the following measurement points</p> <ul style="list-style-type: none"> <li>- Printer Queue driver version</li> <li>- Printer Firmware version</li> <li>- Healthy</li> <li>- Printer CI accuracy</li> <li>- License utilization</li> </ul> <p>Printer queue and firmware version is approved version.</p>

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	<p>Healthy printer is defined as a printer that has reported heartbeat within last 7 days reported status non-error status within one (1) day.</p> <p>Print environment CMDB quality built up by the CI configuration data accuracy and quality defined as correct CI dependencies and relations, CI owner, CI status and CI Location.</p> <p>Print Environment health and status index is measured for all Printers in scope of service.</p>
<b>Calculation</b>	
<b>How to measure</b>	
<b>Acceptable level</b>	<p>Printer driver and firmware using approved version =&gt; 95%</p> <p>Printer health =&gt;95%</p> <p>Purchaser Printer asset and CI data is accurate in Purchaser CMDB =&gt; 99%</p> <p>License utilization =&lt; available licenses</p>
<b>Report date</b>	5 <sup>th</sup> Business Day
<b>Measuring period</b>	Monthly

<b>Name</b>	MWS-M10-Print Environmental Sustainability index
<b>Definition</b>	<p>The Print environmental sustainability index metric measure the environmental footprint.</p> <p><i>Suggestion to have following indicators to follow the trend and identify things to be done to reduce footprint</i></p> <p>Saved paper/trees, volume total, B&amp;W and color print, Printer usage</p>
<b>Calculation</b>	

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<b>How to measure</b>	
<b>Acceptable level</b>	
<b>Report date</b>	5 <sup>th</sup> Business Day
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#### 4.3.2.4. Virtual Workstation Management

<b>Name</b>	MWS-M11-Stateless and Session based Virtual Workstation Software Update Compliance
<b>Definition</b>	The Supplier is responsible to ensure that Virtual Workstation stateless, desktop and multi-session based Virtual Workstation is kept compliant with updates approved for release according to defined target. This maintenance activity is a sub-process of Software Update Management – Release process to update and ensure compliance of stateless, multi or desktop session virtual workstations.
<b>Calculation</b>	To be defined
<b>How to measure</b>	To be defined
<b>Acceptable level</b>	95% of Virtual Workstation updated and compliant twenty (20) Business Days after approved Software Update release
<b>Report date</b>	20 Business Day after approved release
<b>Measuring period</b>	Monthly



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<b>Name</b>	MWS-M11-Virtual Workstation on-prem Environment Availability		
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<b>Definition</b>	The Virtual Workstation Environment Availability of the service platform.
<b>Calculation</b>	<i>total unplanned end to end downtime / total time for a month</i>
<b>How to measure</b>	
<b>Acceptable level</b>	Virtual Workstation Environment end to end availability =>99.90%
<b>Report date</b>	5 <sup>th</sup> Business Day
<b>Measuring period</b>	Monthly
<b>Name</b>	Azure Virtual Workstation service availability, quality and performance
<b>Definition</b>	The Virtual Workstation availability, quality and performance is measured to identify trends.
<b>Calculation</b>	To be defined
<b>How to measure</b>	To be defined
<b>Acceptable level</b>	To be defined
<b>Report date</b>	5 <sup>th</sup> Business Day
<b>Measuring period</b>	Monthly



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## 4. Reports

The following reports shall be made available by the Supplier to the Purchaser as of Commencement Date. Additional reporting requirements might occur during the Term of the Agreement. The Supplier shall conduct monthly meetings with Purchaser representatives to review report contents. These meetings can be executed as part of the operational or management governance meetings. For all KPI/PI/Reports all historical data and trends shall be available.

### Service Object Specification Managed Workstation and Endpoint Application Management

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Issuer <b>Antartica Bar – Digital Core</b>		Page <b>80 (80)</b>	

### 4.4.1. Managed Workstation

Report name	Report purpose	Report contents	Reporting interval
Operation Status Reporting	<ul style="list-style-type: none"> <li>Delivery, Operation and activity status</li> <li>Issues and actions</li> <li>Ongoing and identified CSI's</li> </ul>	<ul style="list-style-type: none"> <li>Status Report</li> <li>Issue and action report</li> <li>CSI's with description</li> </ul>	Bi-weekly

### 4.4.2. EndPoint Application Management

Report name	Report purpose	Report contents	Reporting interval
Daily Worksheet	Using a tool like DevOps/Teams planner for a structured visible team working Agile	Ongoing case/working sheet	Daily
Weekly	Overview of what is going on right now.	Status overall what is going on and what is the next step during the week	Weekly
Monthly review	Monthly overview for the whole service and to follow trends.	The monthly report, statistics on endpoint application trends, such as requests, incidents, PI and KPI:S	Monthly

Signature field

Date: 2022-06-30

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## EXHIBIT 1 : Baseline

### Digital Workplace Managed Workstation

1st of July 2022

#### Document revision history

Date	Version	Comment
2022-07-01	v1.0	Initial

As per information in Alfabet

Corporate Worklife	Digital Workplace	Managed Workstation	APP-2693	SCCM (System Center Configuration Manager)	B	2,2,2	Managed Operation Classic	Core	COTS Configured	Global	
Corporate Worklife	Digital Workplace	Managed Workstation	APP-4407	Microsoft Endpoint Manager	C	2,1,2	Managed Operation Classic	Emergin	COTS Configured	Global	
Corporate Worklife	Digital Workplace	Managed Workstation	N/A	Kill Disk	N/A	N/A	Managed Operation Classic	N/A	N/A	Global	
Corporate Worklife	Digital Workplace	Managed Workstation	N/A	Add workstation tool	N/A	N/A	Managed Operation Classic	N/A	N/A	Global	
Corporate Worklife	Digital Workplace	Managed Workstation	N/A	Workstation Dev Tools Remote Desktop	N/A	N/A	Managed Operation Classic	N/A	N/A	Global	
Corporate Worklife	Digital Workplace	Managed Workstation	N/A	Workstation Ops Tools Remote Desktop	N/A	N/A	Managed Operation Classic	N/A	N/A	Global	
Corporate Worklife	Digital Workplace	Managed Workstation	APP-4075	Microsoft Update Compliance	E	1,1,1	Managed Operation Classic	Core	COTS Configured	Global	
Corporate Worklife	Digital Workplace	Managed Workstation	APP-2652	Nexthink	D	2,1,1	Managed Operation Classic	Core	COTS Configured	Global	
Corporate Worklife	Digital Workplace	Managed Workstation	APP-4052	Web JetAdmin	C	1,2,2	Managed Operation Classic	Core	COTS Configured	Global	
Corporate Worklife	Digital Workplace	Managed Workstation	APP-4245	VPSX	C	3,1,1	Managed Operation Classic		COTS Configured	Global	

Corporate Worklife	Digital Workplace	Managed Workstation	APP-4084	SafeCom	C	3,3,3	Managed Operation Classic	Declining	COTS Configured	Global	
Corporate Worklife	Digital Workplace	Managed Workstation	N/A	Device Connection Center	N/A	N/A	Managed Operation Classic	Core	COTS Configured	Global	
Corporate Worklife	Digital Workplace	Managed Workstation	N/A	HP Pulse	N/A	N/A	Managed Operation Classic	N/A	N/A	Global	
Corporate Worklife	Digital Workplace	Managed Workstation	APP-3970	Windows Virtual Desktop	B	1,1,2	Managed Operation Classic	Core	COTS Configured	Global	
Corporate Worklife	Digital Workplace	Managed Workstation	N/A	VMWare Horizon	N/A	N/A	Managed Operation Classic	Declining	COTS Configured	Global	VMWare Platform in JIADING
Corporate Worklife	Digital Workplace	Managed Workstation	To be defined	SAL	To be defined	To be defined	Managed Operation Classic	Emergin	COTS Configured	Global	Software Distribution tracking MacOS
Corporate Worklife	Digital Workplace	Managed Workstation	APP-3664	Munki	To be defined	To be defined	Managed Operation Classic	Core	COTS Configured	Global	Software Distribution MacOS

Product Area	Cluster name	Product Name	App Id	Application Name	BCA	C,I,A	Delivery model	Lifecycle status	Origin	Using Plant/Site	Comment
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## Volumetric Baseline

## In case of Transition:

- \* The additional and removed scope tagged in this Exhibit 1: Baseline shall be added to the Transition Project scope.
- \* The required solutions for this new and removed scope along with the commercial impact will be handled through the Change Control Procedure and agreed by the Parties post the Effective Date.
- \* The handling of any further additions or removals to Exhibit 1: Baseline shall be agreed as part of the Transition Project.

Table 1 Service Object	Application Count	Monthly Incidents	Monthly Service Requests	Monthly Problems
Managed Workstation	N/A	601	927	3

## Note:

1. Table 1 excludes incidents resolved at L1 service desk or by the Infrastructure support teams.
2. Applications using the Staff Augmentation delivery model are not included in the count in the table 1.
3. The volumetric baselines in Table 1 shall be revalidated during the Transition Project.

Table 2 provides domain wise details for applications categorized under Managed Operations and Managed Product (Classic and DevOps) Delivery Models.

Table 2 Cluster	Application Count	Monthly Incidents	Monthly Service Requests	Monthly Problems
Digital Workplace	N/A			
Grand Total	0	0	0	0

Table 3 provides the Agreed Monthly Capacity for maintenance included in the fixed price as described in Appendix A - [paragraph 20.2](#)

Table 4 Cluster	Number of maintenace hours
Maintenance for all activities under Appendix A 8.1.2 are included in Managed operation classic fixed price as defined in the Service Object Specification thus Table 4 is not applicable.	
Total Capacity Hours	N/A
Volumes	
Managed Workstations	38500
Manged Printers	1001

Based on the past month

Global	Software Packages (Requestor UAT approved) per year	312	Client Operating Systems	3 Mac OS, Windows 7, Windows 10
	Workstation Configuration Servicing Releases total per year	3		
	Windows	2		
	MacOS	1		

## Managed capacity baseline

Used for delivery model's "Managed Operation classic", "Managed Operation DevOps" (Appendix A.) regarding any non fixed price & SLA based deliveries.

Product Cluster/Service (For information and mapping only)	Role (As specified in Appendix L)	Proficiency level (As specified in Appendix L)	Specific competence description (Specific Technology)	"Key competence" (As defined in Appendix A)	Offshore FTE	Onsite FTE	Nearshore FTE	Comment
Digital Workplace/Managed Workstation	Level 3	Systems Engineer Senior	Dev SME - Workstation Configuration Management Subject Matter Expert	Proficient		0,5		
Digital Workplace/Managed Workstation	Level 3	Systems Engineer Senior	Dev SME - Windows Operating System and Hardware Mgmt Subject Matter Expert	Proficient		1		
Digital Workplace/Managed Workstation	Level 3	Systems Engineer Senior	Dev SME - Management System Subject Matter Expert	Proficient			1	Located Near-shore
Digital Workplace/Managed Workstation	Level 2	Systems Engineer Practitioner	Dev Engineer - Management System Engineer	Competent	0,5			
Digital Workplace/Managed Workstation	Level 3	Systems Engineer Senior	Dev SME - MAC Operating System Subject Matter Expert	Proficient		1		
Digital Workplace/Managed Workstation	Level 3	Systems Engineer Senior	Dev SME - Workstation Health Monitoring Subject Matter Expert	Proficient	0,5			
Digital Workplace/Managed Workstation	Level 3	Systems Engineer Senior	Dev SME - Asset and Configuration Management Subject Matter Expert	Proficient		0,6		
Digital Workplace/Managed Workstation	Level 3	Systems Engineer Senior	Dev SME - ITSM tool Subject Matter Expert	Proficient		1		
Digital Workplace/Managed Workstation	Level 3	Systems Engineer Senior	Dev SME - Printer Management and Maintenance Subject Matter Expert	Proficient	0,6			
Digital Workplace/Managed Workstation	Level 3	Systems Engineer Senior	Dev SME - Virtual Desktop Infrastructure Subject Matter Expert	Proficient		1		
Digital Workplace/Managed Workstation	Level 2	Systems Engineer Practitioner	Dev Engineer - Software Release Management Coordinator	Competent			0,25	Located Near-shore (Poland near Op team)



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## Exhibit 2 - Pricing

Under the Service specification for Service Object  
DWP – Managed Workstation and Endpoint  
Application Management

Confidential

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## Introduction

This Exhibit is part of the Master Services Agreement between the Purchaser and the Supplier and stipulates the pricing and any special terms applicable to the Services to be performed in accordance to the Service Specification for Service Object DWP - Managed Workstation and Endpoint Application Management

## Applicability

This Exhibit 2 applies only to the Service Specification as per the term of services mentioned below.

Service	Commencement Date	Term of Service	End Date of the term
Transition Services as per Exhibit 5 – Transition Plan	2022-07-01	6 months	2022-12-31
Services as per the Service Specification	2022-09-01	40 months	2025-12-31

## Transition Services cost

The agreed costs along with the payment milestones for Transition Services as per Exhibit 5 – Transition Plan are set out in the table below.

Milestone Description	Milestone Invoice Date	Cost (USD)
<i>Not applicable</i>	<i>Not applicable</i>	<i>Not applicable</i>
End of Service Transition	<i>Not applicable</i>	<i>Not applicable</i>
<b>Total</b>	<b>Total</b>	<i>Not applicable</i>

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## Operations cost

4.1 The agreed monthly costs for the Services are set out in the table below. All costs are in USD.

4.1.1 **Managed** **Workstation**

<b>Month</b>	<b>Monthly Cost (USD) including Total Bonus Value</b>
September 2022	\$ 36,966.65
October 2022	\$ 36,966.65
November 2022	\$ 36,966.65
December 2022	\$ 36,966.65
<b>Total September 2022 – December 2022</b>	<b>\$147,866.61</b>
January 2023	\$ 36,966.65
February 2023	\$ 36,966.65
March 2023	\$ 36,966.65
April 2023	\$ 36,966.65
May 2023	\$ 36,966.65
June 2023	\$ 36,966.65
July 2023	\$ 36,966.65
August 2023	\$ 36,966.65
September 2023	\$ 36,959.92
October 2023	\$ 36,959.92
November 2023	\$ 36,959.92
December 2023	\$ 36,959.92
<b>Total January 2023 – December 2023</b>	<b>\$443,572.88</b>

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January 2024	\$ 36,959.92
February 2024	\$ 36,959.92
March 2024	\$ 36,959.92
April 2024	\$ 36,959.92

May 2024	\$ 36,959.92
June 2024	\$ 36,959.92
July 2024	\$ 36,959.92
August 2024	\$ 36,959.92
September 2024	\$ 36,953.01
October 2024	\$ 36,953.01
November 2024	\$ 36,953.01
December 2024	\$ 36,953.01
<b>Total January 2024 – December 2024</b>	<b>\$443,491.36</b>
January 2025	\$ 36,953.01
February 2025	\$ 36,953.01
March 2025	\$ 36,953.01
April 2025	\$ 36,953.01
May 2025	\$ 36,953.01
June 2025	\$ 36,953.01
July 2025	\$ 36,953.01
August 2025	\$ 36,953.01
September 2025	\$ 36,953.01
October 2025	\$ 36,953.01

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November 2025	\$ 36,953.01
December 2025	\$ 36,953.01
<b>Total January 2025 – December 2025</b>	<b>\$443,436.09</b>



#### 4.1.2 Endpoint Application Management

Month	Monthly Cost (USD) including Total Bonus Value
September 2022	\$ 10,215.14
October 2022	\$ 10,215.14
November 2022	\$ 10,215.14
December 2022	\$ 10,215.14
<b>Total September 2022 – December 2022</b>	<b>\$40,860.55</b>
January 2023	\$ 10,215.14
February 2023	\$ 10,215.14
March 2023	\$ 10,215.14
April 2023	\$ 10,215.14
May 2023	\$ 10,215.14
June 2023	\$ 10,215.14
July 2023	\$ 10,215.14
August 2023	\$ 10,215.14
September 2023	\$ 8,828.08
October 2023	\$ 8,828.08
November 2023	\$ 8,828.08

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December 2023	\$ 8,828.08
<b>Total January 2023 – December 2023</b>	<b>\$117,033.42</b>
January 2024	\$ 8,828.08
February 2024	\$ 8,828.08
March 2024	\$ 8,828.08
April 2024	\$ 8,828.08
May 2024	\$ 8,828.08
June 2024	\$ 8,828.08
July 2024	\$ 8,828.08
August 2024	\$ 8,828.08

September 2024	\$ 7,538.11
October 2024	\$ 7,538.11
November 2024	\$ 7,538.11
December 2024	\$ 7,538.11
<b>Total January 2024 – December 2024</b>	<b>\$100,777.08</b>
January 2025	\$ 7,538.11
February 2025	\$ 7,538.11
March 2025	\$ 7,538.11
April 2025	\$ 7,538.11
May 2025	\$ 7,538.11
June 2025	\$ 7,538.11
July 2025	\$ 7,538.11

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August 2025	\$ 7,538.11
September 2025	\$ 7,538.11
October 2025	\$ 7,538.11
November 2025	\$ 7,538.11
December 2025	\$ 7,538.11
<b>Total January 2025 – December 2025</b>	<b>\$90,457.35</b>

4.2 The agreed unit costs for the Services are set out in the table below. All costs are in USD

Unit name	Unit measure	Cost per Unit Sep 2022 – Aug 2023	Cost per Unit Sep 2023 – Aug 2024	Cost per Unit Sep 2024 – Dec 2025
Managed Workstations	pce	0.59	0.58	0.56
Per Printer	pce	1.99	1.95	1.91
Per Application Package	pce	96.55	94.62	92.64
MEUS Workstation Health Monitoring service	Fixed Price/ Month	9892.29	10424.95	10974.53
Endpoint Application Management	pce	117.42	101.47	86.64

4.3 The estimated Monthly Costs for the Managed Capacity are set out in the table below. The estimated Monthly Cost are calculated based on the roles and volumes defined in Exhibit 1 (Baseline) to this Service Object and the hourly rates defined in Exhibit A to Appendix L (Rate bard). If any conflict between the table below and the Exhibit 1 and the Exhibit A to Appendix L, then the Exhibit 1 and the Exhibit A to Appendix L will prevail.

#### 4.3.1 Managed Workstation

Month	Estimated Monthly Cost (USD) for Managed Capacity
September 2022	\$ 95,665.59

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October 2022	\$ 95,665.59
November 2022	\$ 95,665.59
December 2022	\$ 95,665.59
<b>Total September 2022 – December 2022</b>	<b>\$382,662.37</b>
January 2023	\$ 95,665.59
February 2023	\$ 95,665.59
March 2023	\$ 95,665.59
April 2023	\$ 95,665.59
May 2023	\$ 95,665.59
June 2023	\$ 95,665.59

July 2023	\$ 95,665.59
August 2023	\$ 95,665.59
September 2023	\$ 95,665.59
October 2023	\$ 95,665.59
November 2023	\$ 95,665.59
December 2023	\$ 95,665.59
<b>Total January 2023 – December 2023</b>	<b>\$1,147,987.12</b>
January 2024	\$ 95,665.59
February 2024	\$ 95,665.59
March 2024	\$ 95,665.59
April 2024	\$ 95,665.59
May 2024	\$ 95,665.59
June 2024	\$ 95,665.59

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July 2024		\$ 95,665.59	
August 2024		\$ 95,665.59	
September 2024		\$ 95,665.59	
October 2024		\$ 95,665.59	
November 2024		\$ 95,665.59	
December 2024		\$ 95,665.59	
<b>Total January 2024 – December 2024</b>		<b>\$1,147,987.12</b>	
January 2025		\$ 95,665.59	
February 2025		\$ 95,665.59	
March 2025		\$ 95,665.59	
April 2025		\$ 95,665.59	
May 2025		\$ 95,665.59	
June 2025		\$ 95,665.59	
July 2025		\$ 95,665.59	
August 2025		\$ 95,665.59	
September 2025		\$ 95,665.59	
October 2025		\$ 95,665.59	

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November 2025	\$ 95,665.59
December 2025	\$ 95,665.59
<b>Total January 2025 – December 2025</b>	<b>\$1,147,987.12</b>

#### 4.3.2 Endpoint Application Management

Month	Estimated Monthly Cost (USD) for Managed Capacity
September 2022	\$ 35,631.23
October 2022	\$ 35,631.23
November 2022	\$ 35,631.23
December 2022	\$ 35,631.23
<b>Total September 2022 – December 2022</b>	<b>\$142,524.90</b>
January 2023	\$ 35,631.23
February 2023	\$ 35,631.23
March 2023	\$ 35,631.23
April 2023	\$ 35,631.23
May 2023	\$ 35,631.23
June 2023	\$ 35,631.23
July 2023	\$ 35,631.23
August 2023	\$ 35,631.23
September 2023	\$ 35,631.23
October 2023	\$ 35,631.23
November 2023	\$ 35,631.23
December 2023	\$ 35,631.23

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<b>Total January 2023 – December 2023</b>	<b>\$427,574.71</b>
January 2024	\$ 35,631.23
February 2024	\$ 35,631.23
March 2024	\$ 35,631.23
April 2024	\$ 35,631.23

May 2024	\$ 35,631.23
June 2024	\$ 35,631.23
July 2024	\$ 35,631.23
August 2024	\$ 35,631.23
September 2024	\$ 35,631.23
October 2024	\$ 35,631.23
November 2024	\$ 35,631.23
December 2024	\$ 35,631.23
<b>Total January 2024 – December 2024</b>	<b>\$427,574.71</b>
January 2025	\$ 35,631.23
February 2025	\$ 35,631.23
March 2025	\$ 35,631.23
April 2025	\$ 35,631.23
May 2025	\$ 35,631.23
June 2025	\$ 35,631.23
July 2025	\$ 35,631.23
August 2025	\$ 35,631.23

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September 2025	\$ 35,631.23
October 2025	\$ 35,631.23
November 2025	\$ 35,631.23
December 2025	\$ 35,631.23
<b>Total January 2025 – December 2025</b>	<b>\$427,574.71</b>

## Total Bonus Value

The Service Bonus Model and the calculation of the Bonus Value is defined in Appendix F, Section 5. The Total Bonus Value for this Service is defined as:

- As 4% of the Monthly Cost, defined in Section 4.1 above. (i.e. the Total Bonus Value is the span between 96% – 100% of the Monthly Cost)

## Invoicing Terms

The invoicing and payment terms monthly retroactive, as set out in Appendix L to the Agreement, will apply.

## Special terms

- Service Bonus is applicable for fixed spend deliveries
- Calibration period: Antarctica Bars and HCL agree to a 6-month calibration period for arriving at acceptable and target service level for all KPIs including Resources fulfilment & attrition KPIs. These recalibrated levels are to be jointly agreed at the product area level and discussions supported by VE lead & procurement.
- For Attrition KPI measurement it will be only applicable for designated & dedicated resources working for fixed delivery.

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Role	Competence	Sweden SEK/h	Belgium EUR/h	Charlest on USD/h	Shanghai RMB/h	India USD/h
Agile Coach	Competent	1 032,47	NA	NA	NA	36,75
Agile Coach	Proficient	1 203,09	NA	NA	NA	43,94
Agile Coach	Expert	1 801,68	NA	NA	NA	60,02
Architect, Infrastructure	Competent	803,05	71,93	92,46	425,00	31,14
Architect, Infrastructure	Proficient	1 003,81	89,92	114,42	525,00	38,92
Architect, Infrastructure	Expert	1 355,14	121,00	150,00	750,00	52,54
Automation Tester	Novice	690,39	NA	NA	NA	20,00
Automation Tester	Advance Beginner	719,98	NA	NA	NA	22,00
Automation Tester	Competent	803,81	85,00	100,00	380,31	27,00
Automation Tester	Proficient	1 004,76	110,00	130,00	460,00	40,08

Automation Tester	Expert	1 356,43	150,00	180,47	628,50	54,11
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Business Analyst	Expert	1 652,28	156,97	210,00	707,81	68,19
Business Analyst (strategy/process oriented)	Expert	1 657,00	157,00	215,00	707,81	68,19
Database Administration	Novice	630,27	NA	NA	NA	20,00
Database Administration	Competent	785,82	70,25	91,54	375,00	31,00
Database Administration	Proficient	982,28	87,81	114,42	541,28	38,92
Database Administration	Expert	1 326,07	118,54	156,03	745,65	52,50
Dev Ops Engineer	Novice	719,98	NA	NA	NA	24,91
Dev Ops Engineer	Advance Beginner	803,81	NA	NA	NA	29,40
Dev Ops Engineer	Competent	838,29	90,00	111,33	410,09	36,96
Dev Ops Engineer	Proficient	1 047,86	115,00	135,00	463,96	57,75
Dev Ops Engineer	Expert	1 414,61	155,00	189,00	626,35	77,96
Digital Architect	Expert	1 652,28	157,00	219,00	662,93	78,04
EDI Application Developer	Competent	729,78	75,00	83,16	254,80	26,25
EDI Application Developer	Proficient	912,22	92,00	105,00	318,49	32,81
EDI Application Developer	Expert	1 231,50	120,00	141,75	429,97	44,30
End-Point Application Management Technician	Novice	518,05	NA	NA	NA	16,00

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Exhibit 2 - Pricing			16 (17)			
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Exhibit	Confidential	1.0	2022-06-30			
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<b>Antartica Bars Corporation</b>			2			
End-Point Application Management Technician	Advanced Beginner	703,70	NA	NA	NA	24,15
Engineer - Cloud Platform	Expert	1 961,02	93,80	201,13	596,98	46,61
Engineer - Infrastructure	Expert	1 010,34	87,74	148,96	520,09	45,00
Engineer - Legacy	Expert	1 280,65	130,00	200,00	690,45	47,84
Engineer - Middleware/Databas	Expert	986,63	87,74	154,50	549,41	43,97
Integration Technician	Novice	690,39	NA	NA	NA	21,31
Integration Technician	Advance Beginner	719,98	NA	NA	NA	22,33
Integration Technician	Competent	803,81	85,00	105,00	380,31	33,19
Integration Technician	Proficient	1 004,76	110,00	126,00	475,39	36,39
Integration Technician	Expert	1 356,43	150,00	180,47	641,78	57,45
Integration Technician Niche skill	Competent	964,57	105,00	128,00	430,00	34,04
Integration Technician Niche skill	Proficient	1 205,71	130,00	150,00	570,47	42,56
Integration Technician Niche skill	Expert	1 627,71	175,00	216,56	770,13	61,41
iSeries Technical Specialist	Competent	719,69	65,78	78,75	251,74	26,25
iSeries Technical Specialist	Proficient	899,61	82,22	97,45	314,67	32,81
iSeries Technical Specialist	Expert	1 214,47	111,00	132,89	424,81	44,30
LPAR Technical Specialist	Competent	719,69	65,78	84,00	251,74	26,25

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<b>Exhibit 2 - Pricing</b>			<b>17 (17)</b>
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Issuer <b>Antartica Bars Corporation</b>		Exhibit <b>2</b>	



LPAR Technical Specialist	Proficient	899,61	82,22	103,95	314,67	32,81
LPAR Technical Specialist	Expert	1 214,47	111,00	141,75	424,81	44,30
Network Engineering	Novice	582,31	NA	NA	NA	18,00
Network Engineering	Competent	660,99	64,90	82,22	357,23	27,00
Network Engineering	Proficient	826,23	80,00	101,75	446,54	34,10
Network Engineering	Expert	1 115,41	105,96	138,75	602,83	46,04
Openshift Technical Specialist	Competent	729,78	77,22	84,00	254,80	26,00
Openshift Technical Specialist	Proficient	912,22	96,52	103,95	318,49	32,81
Openshift Technical Specialist	Expert	1 231,50	130,31	141,75	429,97	44,30
Product Manager	Expert	1 971,65	NA	NA	NA	74,77
Product Owner	Expert	2 205,14	NA	NA	NA	69,97
Project Admin/Controller/Communication /Informant	Expert	1 502,28	NA	NA	NA	52,50

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<b>Exhibit 2 - Pricing</b>			<b>18 (17)</b>
Type of document <b>Exhibit</b>	Security class: <b>Confidential</b>	Issue <b>1.0</b>	Date <b>2022-06-30</b>
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Project/Program Manager	Expert	2 200,14	165,55	225,00	850,00	69,97
Scrum Master	Expert	2 000,00	155,25	225,65	800,98	65,00
Security Engineer	Expert	1 847,74	104,32	174,46	550,00	47,03
Service Now Administrator	Competent	926,08	87,98	105,00	400,00	37,25
Service Now Administrator	Proficient	1 157,60	110,00	126,00	492,15	42,96

Service Now Administrator	Expert	1 563,00	155,00	180,10	731,76	62,00
Service Now Developer	Competent	895,50	90,00	112,66	425,00	33,34
Service Now Developer	Proficient	1 075,30	110,00	126,00	500,00	35,00
Service Now Developer	Expert	1 200,00	120,00	138,32	621,60	38,89
Service Now Developer	Advanced Beginner	771,74	NA	NA	NA	22,85
Service Now Functional Consultant	Competent	999,98	NA	NA	NA	35,01
Service Now Functional Consultant	Proficient	1 200,03	NA	NA	NA	48,01
Service Now Functional Consultant	Expert	1 700,01	NA	NA	NA	69,95
User Support	Novice	611,43	NA	NA	NA	15,20

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<b>Exhibit 2 - Pricing</b>			<b>19 (17)</b>
Type of document <b>Exhibit</b>	Security class: <b>Confidential</b>	Issue <b>1.0</b>	Date <b>2022-06-30</b>
Issuer <b>Antartica Bars Corporation</b>			Exhibit <b>2</b>



User Support	Competent	694,04	68,15	86,33	375,10	25,00
User Support	Proficient	867,54	82,42	106,84	468,87	35,00
User Support	Expert	1 171,18	111,26	145,69	632,97	48,00

## Contact persons

Purchaser's key commercial contact for the Service(s) will be:

Lisa Jonsson, [lisa.jonsson@Antarticabars.com](mailto:lisa.jonsson@Antarticabars.com)

Supplier's key commercial contact for the Service(s) will be:

Subin Mathew Thomas, [subinmathew.thomas@hcl.com](mailto:subinmathew.thomas@hcl.com)

21 February 2022

**EXHIBIT 3 – DATA PROCESSING****DESCRIPTION OF PROCESSING ACTIVITIES**

**NAME OF PROCESSING ACTIVITY(IES): IT SERVICES (UNDER MASTER SERVICE AGREEMENT)**

**1. SCOPE, TYPE AND PURPOSE OF THE INTENDED COLLECTION, PROCESSING OR UTILIZATION OF PERSONAL DATA, KIND OF PERSONAL DATA, CATEGORIES OF DATA SUBJECTS AND ROLES OF THE PARTIES:**

**Scope & Purpose**

Supplier will process personal data as necessary to perform IT Services pursuant to the Agreement and its appendices, and as further instructed by Antarctica Bars in its use of the Services including but not limited to application maintenance, application development and Infrastructure Services.

IT Services consist of among other things the following activities in relation to personal data: [use of personal data to set up, operate, monitor and provide the Services (including support), provision of consulting services; upload any fixes or upgrades, back up of personal data; computer processing of personal data, including data transmission, data retrieval, data access; execution of instructions of Antarctica Bars in accordance with the Agreement.

**Roles**

Antartica Bars is Controller and the Supplier is Processor

**Type of personal data and categories of data subjects**

The supplier (Processor) will for the applicable Service process personal data described in column “Data Element” in Attachment A to this document.

Data Subjects for the applicable Service are described in column “Data Subject” in Attachment A to this document.

**2. DURATION OF THE PROCESSING OF PERSONAL DATA:**

The processing activity will continue for as long as the Agreement is valid and for a period of three (3) months thereafter to allow the Processor to erase or retransfer the personal data.

**3. ADDITIONAL INSTRUCTIONS:**

N/A

21 February 2022

**4. PLACE OF PROCESSING:**

Personal data will for the applicable Service be processed at the locations described in column “Hosting location” and “Additional country” in Attachment A to this document.

**5. TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES:**

Refers to Appendix H and Appendix O (Antartica Bars Minimum Cybersecurity Requirement), which covers this area

**6. SUB-PROCESSORS:**

Personal data will for the applicable Service be processed by sub-processors as described in column “3-rd party details” in Attachment A to this document

**7. ATTACHMENTS:**

Attachment A: DPA data form



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## Exhibit 4

### **Under the Service specification for Service Object Managed Workstation and Endpoint Application Management Services**

Regarding: Optimisations, Transformation and one-time tasks

Confidential

Date: 2022-06-28



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Name of document	Page
Optimisation, transformation and one-time tasks	2 (3)
Type of document	Security class: <b>Confidential</b>
	Issue 1.0
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2. Optimisation .....	3
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Optimisation, transformation and one-time tasks		3 (3)	
Type of document	Security class: Confidential	Issue 1.0	Date 2022-06-28
Issuer		Exhibit	

## 1. General

This Exhibit is a part of the Master Services Agreement between the Purchaser and the Supplier. The document details tasks that can or will be performed by the Supplier and that is of a one-time nature. It outlines the different Optimisation tasks the Supplier plans to perform as well as the offered Transformation ideas. Finally it contains tasks of a one-time nature but that for some reason is not part of the Transition.

It shall not in any way be interpreted as exempting the Supplier from performing the necessary actions to fulfil all requirements in the Service Object Service Specification. If there is a conflict between this Exhibit and the overarching view of the Delivery in the Service Object Service Specification, the Service Object Service Specification shall prevail.

## 2. Optimisation

The Supplier shall list all Optimisation activities that are to be performed by the Supplier. The purpose of the list is to make the Purchaser aware of the planned activities and make it possible for the Purchaser to follow up these activities.

For planned Optimization activities, If any, please refer section section 3.1 of the Service Object Specification for Managed Workstation and Endpoint Application Management Services .

## 3. Transformation

The Supplier shall include a description of all Transformation activities offered by the Supplier in their bid. N.B. this list is only containing the offered Transformation activities as options for the Purchaser and do not constitute any agreement by the Purchaser to start any of the activities. All activities shall be separately started and ordered by the Purchaser.

For planned Transformation activities, If any, please refer section section 3.1 of the Service Object Specification for Managed Workstation and Endpoint Application Management Services .



# 20220627\_DWP - Managed Workstation and Endpoint Application Management - Service Object Specification

Final Audit Report

2022-06-30

Created: 2022-06-29  
By: Lisa Jonsson (LJONSS12@Antarticabars.com)  
Status: Signed  
Transaction ID: CBJCHBCAABAAhmNccLq3ca22WEP0l64dKbn\_ZY2uwUI7

## "20220627\_DWP - Managed Workstation and Endpoint Application Management - Service Object Specification" History

-  Document created by Lisa Jonsson (LJONSS12@Antarticabars.com)  
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2022-06-30 - 08:30:56 GMT- IP address: 188.151.34.33
-  Document e-signed by Anna Nyblom (anna.nyblom@Antarticabars.com)  
Signature Date: 2022-06-30 - 08:31:22 GMT - Time Source: server- IP address: 188.151.34.33
-  Agreement completed.  
2022-06-30 - 08:31:22 GMT

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**Service Object Specification  
CLOUD FOUNDATION - OPENSHIFT  
PLATFORMS**

2022-06-30

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Organization	Type of document
Antartica Bar - Consumer & Enterprise Digital	Service object Service specification
Name of document	Issue Issue date Page
Service Object Specification Cloud Foundation OpenShift Platforms	0.8 2022-06-30 2 (23)

<b>Document revision history</b>			
Date	Version	Major/Minor change	Comment
2019-02-25	0.1	Initial	Structure and initial RFS text.
2019-02-27		Minor	Updated chapter 3
2019-02-28			Updated KPI/PI
2019-02-28		Major	Removed text that was not regarding OpenShift Platform
2019-03-01	0.2	Minor	Minor layout changes
2019-03-06		Major	Major updates throughout
2019-03-18		Minor	Added chapter 5, updates to 3.2
2019-03-21	0.3	Minor	Name changes



2021-11-21	0.4	Draft	Updates based on Co-design discussions
2021-12-02	0.5	Draft	Updates based on Co-design discussions
2021-12-06	0.6	Draft	Updates based on Co-design discussions
2021-12-14	0.7	Draft	Updates based on Co-design discussions
2022-06-30	0.8	Final	Final review

Organization	Type of document		
Antartica Bar - Consumer & Enterprise Digital	Service object Service specification		
Name of document	Issue	Issue date	Page
Service Object Specification Cloud Foundation OpenShift Platforms	0.8	2022-06-30	3 (23)

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<b>3. Delivery Model .....</b>	<b>5</b>
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4.1. OpenShift Platforms .....	8
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<b>5. KPI – PI – Reports .....</b>	<b>22</b>
<b>6. Exhibits Summary .....</b>	<b>24</b>



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Organization	Type of document		
Antartica Bar - Consumer & Enterprise Digital	Service object Service specification		
Name of document	Issue	Issue date	Page
Service Object Specification Cloud Foundation OpenShift Platforms	0.8	2022-06-30	4 (23)

## 1. Introduction

This Service Specification is the Service Object Specification Cloud Foundation - OpenShift Platforms, which is part of the Master Services Agreement between the Purchaser and the Supplier and stipulates the Services that the Supplier shall deliver to the Purchaser within the Service Object.

### 1.1. Contact persons

Supplier has appointed the following roles as contact persons

Supplier technical contact role (At the Commencement of the agreement this role will be held by:  
Karthikeyan R, [kartikeyan-r@hcl.com](mailto:kartikeyan-r@hcl.com), +46 735400294

Supplier commercial contact role (At the Commencement of the agreement this role will be held by:  
Subin Mathew Thomas, [subinmathew.thomas@hcl](mailto:subinmathew.thomas@hcl) +46-730538860

The Purchaser has appointed the following roles as contact persons

Purchaser technical contact role Product Area Lead if nothing else is agreed (At the Commencement of the agreement this role will be held by: Jakob Arvidsson, [jakob.arvidsson@Antarticabars.com](mailto:jakob.arvidsson@Antarticabars.com), +46 723 915192

Purchaser commercial contact role (At the Commencement of the agreement this role will be held by:  
Lisa Jonsson, [lisa.jonsson@Antarticabars.com](mailto:lisa.jonsson@Antarticabars.com), +46728870607.

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Service Object Specification Cloud Foundation OpenShift Platforms	0.8	2022-06-30	5 (23)

## 2. Relation to other Service Objects

The Supplier shall deliver the Cloud Foundation - OpenShift Platforms services as part of an overall IT landscape delivering IT services and business value to the different business areas. To ensure a KIF No: 343222



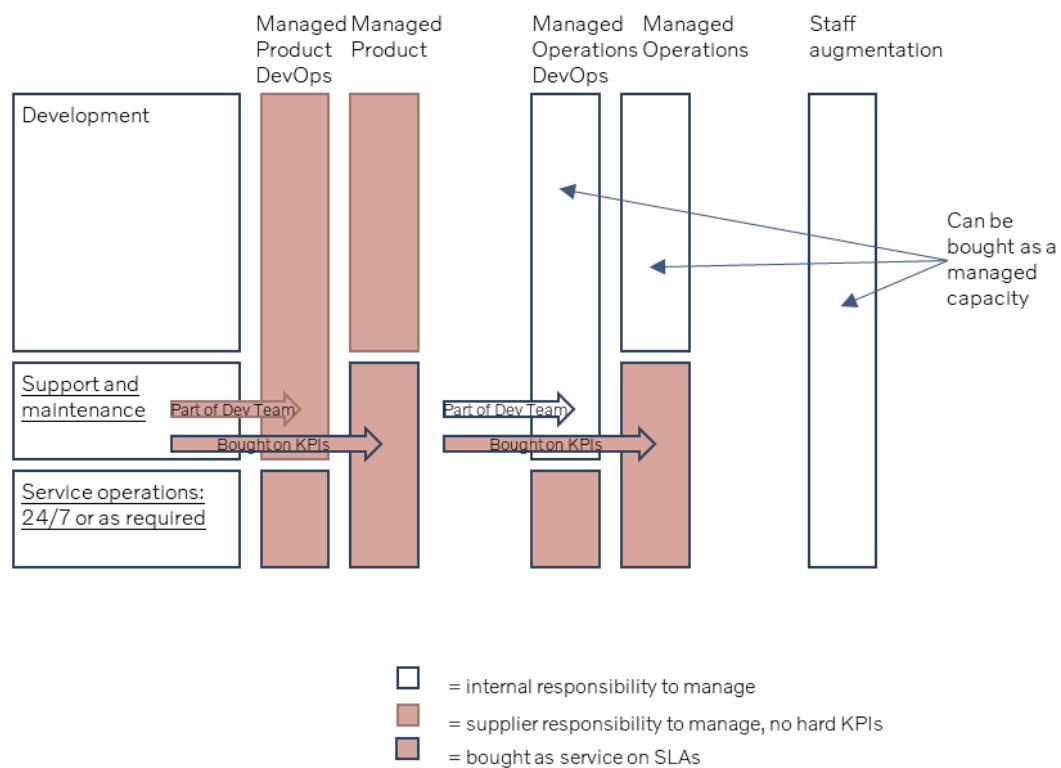
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good business outcome enabled through an end-to-end view of information solutions all Service Objects need to collaborate with all other Service objects independent of what Supplier is delivering what service. All Suppliers in the Purchaser's Supplier eco systems are expected to collaborate with all other Suppliers to ensure a good outcome.

Cloud Foundation - OpenShift Platforms is a cross functional sourcing object, hence its role is to support and provide high quality services and required functionality to other Service Objects.

### 3. Delivery Model

The Purchaser intends the OpenShift Platforms delivery to be aligned with the overall Delivery Model suggested by the purchaser organization as below:





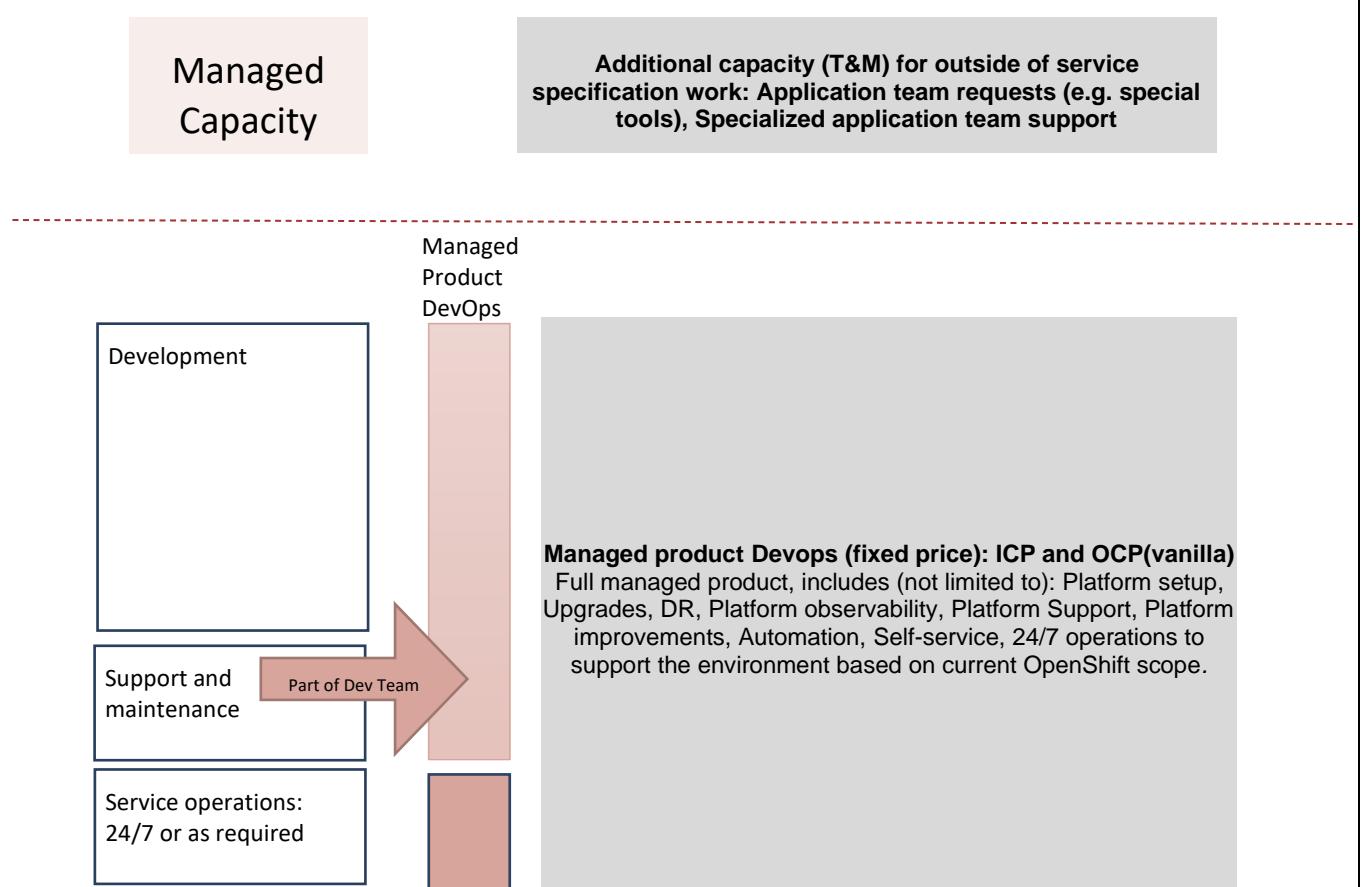
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Organization	Type of document		
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The OpenShift Platforms is delivered in a Managed Product DevOps Model.

In addition, the Purchaser intends to secure Additional Capacity for work that may be needed outside of the work as laid down in this Service Object specification. Such competence can be sourced as Time and Material for additional activities that is not included in the Managed Product DevOps Model

The intended Delivery Model is depicted below:





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## 4. Service Requirements

To be able to support the Purchaser targets for 2025, OpenShift Platforms services need to be provided that are modern and easy to adapt towards new requirements. This will require a transformation from today's aging, locally installed, non-flexible and highly manual service towards a truly global service based around high levels of self-service, automation and plug-in/out technology options.

Purchaser's mission is to provide OpenShift Platforms services that support the business globally and enable innovation and productivity within the company.

This will require delivery of high quality OpenShift Platforms services with sufficient capacity, correct timing and SLA fulfilment. It will also require proactive service improvements to deliver state of the art technology. Purchaser is expecting management of the services according to industry best practices.

The OpenShift Platforms service currently provides an integrated environment for deploying containerized applications. The goal is to provide a high-quality yet cost effective service. Measures to achieve this include but are not limited to high levels of automation, standardization, globality and self-service.

Delivery should be in accordance with common requirements as specified in appendix A and according to general service levels as specified in appendix F. Unsupported versions of OpenShift Platforms are delivered as best effort by Supplier.

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<b>Service Object Specification Cloud Foundation OpenShift Platforms</b>	0.8	2022-06-30	8 (23)

### 4.1. OpenShift Platforms

Modernized Application Server Platform (MASP), Vanilla OpenShift and IBM Cloud Pak for Applications are platforms built on Red Hat OpenShift with the purpose to host containerized applications. The platforms

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- supports the Purchaser globally
- is designed for high availability and maintainability
- is based on standards
- supports a wide variety of applications with differing requirements
- offers high level of self-service
- provides core DevOps capabilities
- offers short lead time for new environments
- can be adapted to meet new requirements quickly

MASP, Vanilla OpenShift & IBM Cloud Pak for Application are container platforms where users deploy applications to run in containers and they are based on RedHat OpenShift.

MASP platform is based on OpenShift and there is a portal/UI, called MOPS, on top that has been built inhouse to serve application teams with an easy to use interface for deploying WebSphere liberty profile applications. This MOPS tool will be decommissioned soon, so there isn't any need to enhance or develop new features for this product.

OpenShift Platforms provides the following benefits:

- **Consistent Runtime environment.** Developers can have predictable environments for their applications isolated from other applications. Containers can include dependencies needed by the application without affecting other applications running on the same platform.
- **Isolation.** Containers provide a sandboxed view of the OS, with virtualized CPU, memory, storage, and network resources, separated from other applications.
- **Low Overhead.** Containers require less system resources than traditional or hardware virtual machine environments because no OS images are included in the containers.
- **Increased portability.** Applications running in containers can be deployed to multiple operating systems and hardware platforms.
- **Support for microservices architecture.** Distributed applications and microservices can easily be isolated, deployed, and scaled within the platform.

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- **Support costs.** There is a decrease of support over time due to the uniformity of the platform.
- **Cloud Native applications.** The platform provides an entry point for applications to be cloud-ready and/or cloud-native.

MASP, Vanilla OpenShift & IBM Cloud Pak for App. platform serves as a replacement platform for existing WebSphere environment. The platforms standardize deployment of applications using a common set of tools. A common support structure can also be utilized using tools that are integrated into the platforms, such as *Prometheus, Elasticsearch & Grafana*.

Applications deployed on the MASP, Vanilla OpenShift & IBM Cloud Pak for App. platform can be accessed externally and internally according to the application user requirements. Network connectivity is determined by Network policies for the application. MASP & IBM Cloud Pak for App. platform is only accessible within ANTARTICA network by default. Other connectivity (e.g. internet connectivity) is provided outside this service specification.

Although MASP can run diverse workloads, i.e. applications developed in different languages, and using different runtimes, only WAS Liberty Profile Server runtime is supported by MASP Platform. MASP has been used primarily for Hosting WebSphere liberty applications and few other applications.

Supplier shall deliver in accordance with common requirements as specified in appendix A and according to general service levels as specified in appendix F. As a container-based platform OpenShift is closely related to other product deliveries and will be subject to major changes going forward. Supplier is expected to actively support Purchasers transformation requirements within the area.

ID	Requirement category	Requirement description
OSPO	General	Supplier shall deliver the services in accordance with the Master Service Agreement.
OSP1	General	Supplier shall proactively propose changes and manage the services to provide best practice environments. After agreement by the Purchaser the Supplier shall implement the proposals. Includes possible major changes to ensure technology fits well with the overall Purchaser service structure.


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OSP2	General	<p>Supplier shall be responsible for OpenShift Platforms delivery &amp; 24x7 support running on On-Premise &amp; Azure Cloud, which includes the following major technologies.</p> <ul style="list-style-type: none"> <li>• WAS Containers</li> </ul>
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 KIF No:  
343222

		<ul style="list-style-type: none"> <li>• IBM Cloud Pak for Applications Platform</li> <li>• Modernization Application Server Platform (MASP)</li> <li>• Vanilla OpenShift Platform (OCP)</li> </ul>
OSP3	Architecture and Design	Supplier shall perform the architecture and design reviews of the cloud foundation environment on agreed periodicity or on need basis. Such review is mandatory when any new enhancement or migrations are made or planned, respectively in the platform.
OSP4	Platform Development Team	Supplier shall ensure the OpenShift Platform development teams have the required skills/expertise and be able to fulfill migration of existing platforms (MASP & WAS) to new OpenShift platforms (ICP & OCP (Vanilla) along with any new OpenShift platforms identified & agreed in future. Development team shall ensure handover to operations with required documentation and standard operating procedures.
OSP5	Platform Support & Maintenance Team	Supplier shall ensure the OpenShift Platform Support & Maintenance teams shall be able to manage the support and maintenance of the existing platform and all new OpenShift platforms that get introduced in the environment.


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OSP6	Operation Team	Supplier shall responsible to handle the incident, change, problem & request management related to OpenShift Platforms. Supplier is responsible to keep the team updated through internal and/or external trainings to support the Purchaser's cloud foundation environment.
OSP7	Additional Capacity on Time and Material	Supplier shall ensure competence availability for supporting the Purchaser's Application Teams for migration and other activities to OpenShift platforms. Such requirement will be agreed separately and secured through Time and Material as per the delivery model for OpenShift Platform

OSP8	Self Service Capabilities and Automation	Supplier shall continuously work towards establishing Self Service Capabilities & Automation in day to day Operations.  Supplier shall identify such areas and agree on percentage capacity that can be spent on these activities during the Agile Ceremonies.
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OSP9	Agile Ways of Working	<p>Supplier shall ensure that the staffs working for the OpenShift Platforms have knowledge of Agile methodologies like Scrum &amp; SAFe framework.</p> <p>Supplier shall also actively participate in Purchaser's SAFe preparations and ceremonies like PI Planning, Sprint Planning, Backlog Refinement, Daily Standup, Demo, Retrospective &amp; Review.</p> <p>Supplier shall ensure the teams to undergo relevant Agile - Scrum &amp; SAFe Trainings to be able to work in Agile and key roles with intensive trainings in SAFe.</p> <p>Supplier shall appoint a Scrum Master &amp; Agile Coach to continuously improve and mature Agile skills &amp; ways of working in OpenShift Platforms</p>
OSP10	Documentation	<p>Supplier shall be responsible to keep all documentation such as Procedure Manuals, Runbooks, SOPs regarding the OpenShift Platform. This shall include but not limited to:</p> <ul style="list-style-type: none"> <li>• System Documentation.</li> <li>• Functional Specification</li> <li>• Technical Specification</li> <li>• Installation Instruction</li> <li>• Restore Documentation</li> <li>• Architectural Documents</li> <li>• Monitoring Guidelines</li> <li>• Disaster &amp; Recovery</li> <li>• Q&amp;A Community Contributions</li> </ul> <p>Supplier shall ensure all documentation are made available on Purchaser's portal or site.</p>
OSP11	Configuration Management	



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		<p>Supplier shall be responsible for configuration management which is a supporting process with the purpose to identify and define baseline items; control modifications and releases of those items; report and record status of the items and modification requests; ensure completeness, consistency, and correctness of the items; control storage, handling, and delivery of the items.</p> <p>Configuration management includes:</p> <ul style="list-style-type: none"> <li>• Routines for configuration management</li> <li>• Specify versions, status, and ownership information for all resources within the service.</li> <li>• Describe and document the relationship between those resources.</li> <li>• Control the change of these resources, ensuring that objectives with the change are reached.</li> <li>• Control that only approved resources are utilized</li> </ul>
OSP12	Risk Management	<p>Supplier shall continuously identify risks in the Service and present to the Purchaser in a Risk Register.</p> <p>Supplier shall ensure the Risk Register are made available on Purchaser's Risk Register Tool.</p> <p>Supplier shall manage risks/vulnerabilities specific to OpenShift Platforms and few examples below -</p> <p>Infrastructure Threat Definitions</p> <ul style="list-style-type: none"> <li>• Unauthorized Physical/Logical Access: An entity (person or process) gains access to the platform, bypassing preventive controls.</li> <li>• Alteration: An entity (person or process) makes changes to the system without authorization.</li> <li>• Destruction: Platform component is destroyed, damaged, broken, or for some reason unavailable to users.</li> <li>• System Malfunction: Platform or component of the platform does not function as intended. The malfunction may be due to hardware/software bugs, poor system design, or other factors.</li> </ul>


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OSP13	General	Supplier shall deliver the service and provide the operational support globally i.e. from different locations & regions (EMEA, APAC & AMERICAS).
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OSP14	Governance	<p>Supplier shall have one point of contact that is responsible for the overall Service Delivery. The single point of contact shall have all necessary mandates for governing and managing the complete service delivery. The single point of contact shall be located in Gothenburg, Sweden.</p>
OSP15	Competencies at Onsite	<p>Supplier shall have the following roles at Gothenburg, Sweden.</p> <ul style="list-style-type: none"> <li>• 1 Technical Lead for OpenShift Platforms during Y1, Y2 &amp; Y3</li> <li>• 1 Technical Specialists for OpenShift Platforms only during Y1.</li> <li>• 1 Scrum Master for OpenShift Platforms during Y1, Y2 &amp; Y3</li> </ul>
OSP16	General	<p>The Services shall be able to host Purchaser Business applications in a way that meets the business requirement</p>


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OSP17	<b>Incident, Change &amp; Problem Management</b>	<p>Supplier shall manage and coordinate all work with incidents related to the HW &amp; SW constituting the Service.</p> <p>The Supplier shall ensure all Incident, Change &amp; Problem are reported and logged in the purchaser's ITSM tool.</p> <p>Supplier incident management process shall be supported by an incident management system for identifying, submitting and tracking/reporting service incidents/errors/bugs.</p> <p>Supplier shall follow the Purchasers SNOW for Incident, Change, Problem &amp; Request Management process and is responsible for communication around the planned release/upgrades and collect all needed approvals from stakeholders.</p> <ul style="list-style-type: none"> <li>• Analyse incident and identify problem.</li> <li>• Escalate incidents according to defined escalation procedure.</li> <li>• Responsibility to solve incidents within SLA levels</li> </ul>
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	<ul style="list-style-type: none"> <li>• Perform corrective actions when applicable in order to restore service.</li> <li>• Provide appropriate information to Purchaser throughout process.</li> <li>• record all details applicable to the incident.</li> <li>• Restart of system. Restart is done according to documented routines. These routines should include the verification of any system dependencies. If a restart is believed to cause a severe impact on Purchaser business, Supplier will consult with Purchaser before a restart is initiated. In cases when the incident in itself has a severe impact on Purchaser Business Supplier has the right to initiate a restart without prior consultation.</li> <li>• Receiving and recording incidents</li> <li>• Classification and initial support</li> <li>• Routing/escalation of incidents not resolved</li> <li>• Ownership, monitoring, tracking and communication</li> <li>• Incident resolution</li> <li>• Workarounds</li> <li>• incident report</li> </ul> <p>Supplier shall actively work to improve quality and performance of the Incident &amp; Problem Management processes.</p> <ul style="list-style-type: none"> <li>• Minimizing adverse impact on business of incidents and problems.</li> <li>• Prevent reoccurrence of problem.</li> <li>• Find root cause of problem.</li> <li>• Initiate change action to correct or improve the solution.</li> <li>• Investigating and correcting product defects.</li> <li>• Problem report.</li> </ul>
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OSP18	<b>Availability &amp; Continuity (DR Implementation)</b>	<p>Supplier shall have documented disaster recovery plans (DRP) for the OpenShift Platform.</p> <p>Supplier shall review/update the plan with Purchaser for any implementation or execution when needed within a time frame in line with the Purchaser's requirements. The</p>
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		<p>scope for test shall be planned and agreed with Purchaser. The DR test shall be documented, describing the test, the outcome and (if applicable) corrective actions to be implemented (including timing) due to findings in the DR test.</p> <p>The DR test report shall be distributed to the Purchaser.</p> <p>The recovery of the OpenShift platforms is handled according to the procedure laid out in the OpenShift Disaster Recovery document are stored in Purchaser systems.</p> <p>Disaster Recovery for Applications Hosted on OpenShift Platforms -</p> <p>The recovery of applications hosted on the OpenShift platform is handled via the application rollback process. The rollback process is exactly the same as the restore process</p> <p>Supplier shall ensure that there is High Availability of the platform at all times. In case of incidents fast recovery should be achieved.</p>
OSP19	<b>Product Life Cycle Management</b>	<p>Supplier shall be responsible for the product Life Cycle Management based on the Purchasers requirement</p>
OSP20	<b>Health check</b>	<p>Supplier shall be responsible for providing and regularly delivering Health Check Report for all components of the services and for all regions one time per month</p>


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OSP21	Systems Software/ Standard Operating Environment	Supplier shall be responsible for test, verification from user perspective and installation of Systems Software and related tools and procedures (Standard Operating Environment). it can include deliverables from different vendors.
OSP22	Hardware, Software, License & Subscriptions Management	Purchaser shall supply/provide and manage all hardware, software, licenses, subscriptions and license key to deliver the Service.  Supplier shall be responsible for tracking the licenses, subscriptions on the OpenShift

		platform.  Supplier shall manage the Services by optimizing the SW resources to minimize the cost for Purchaser by still maintaining the Service quality
OSP23	Competence	Supplier shall have excellent knowledge and how to maintain solutions built on the OpenShift Platform. As the platform evolves over time the need for OpenShift platform knowledge will change and Supplier shall react on those changes to secure competence within those areas.  Supplier should focus on providing competence in Azure, OpenShift and IBM Cloud Pak for Applications. The technicians should have Azure expertise to leverage most of the offerings from OpenShift due to increasing need of utilizing more of the Public Cloud setup on Azure.


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OSP24	Team Rotation	Supplier shall maintain a balance between the team members available onsite in Gothenburg and offshore. The supplier shall create a rotation plan for the team members in the delivery which allows them to work on different technologies for the purchaser. If needed, the team members shall be sent to Gothenburg to work closely with the Purchaser's team and onsite members sent to offshore to work closely with large delivery teams giving them an opportunity to learn about the setup. Upon their return to their base location, such team member shall share his knowledge with other team members through formal and informal sessions. Other technical staff in the OpenShift Platform teams should work closely with the Purchaser and contribute effectively during the PI planning. Supplier shall enable at-least 1 staff to travel to Gothenburg during alternate PI planning sessions planned 4 times during a year.
OSP25	Onshore vs Offshore Balance	Supplier shall ensure the critical roles to be at Onsite (Gothenburg, Sweden) in an event of any changes the Purchaser shall be informed about the plans for rotation.

		Supplier shall staff the 24x7 operational support teams for OpenShift Platforms at different offshore locations.
OSP26	High Privilege Account Management	Supplier shall manage by OpenShift platforms administrator accounts


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OSP27	Monitoring & Logging	<p>Supplier shall monitor the platform with best practice monitoring toolchains like Zabbix &amp; Prometheus.</p> <p>Supplier shall support monitoring of user workloads running on the platform. This toolchain is provided by the Purchaser.</p> <p>Supplier shall log the platform with best practice logging toolchains.</p> <p>Supplier shall support logging of user workloads running on the platform. This toolchain is provided by the purchaser.</p>
OSP28	Invoicing	<p>Supplier shall submit the invoice along with Name, Hours, Time Period, Rate &amp; Short text describing the service delivered by the Time &amp; Material staffs in the monthly invoice specifications.</p>
OSP29	Application On-Boarding	<p>Application on-boarding process is used to ensure that applications that want to run on the OpenShift platform meet the minimal requirements, and that application teams are informed and prepared to use the platform. The Purchaser application team receive a technical feasibility checklist which is filled with the requested information. Supplier shall review the checklist and set up a review meeting with the Purchaser Application team.</p> <p>Supplier shall create the projects and grant access to the application team to build and deploy applications on the OpenShift Platforms once the application meets the requirements.</p>



OSP30	<b>Security Control Assessment</b> The assets of the OpenShift Platforms infrastructure are managed by different Purchaser's teams.	<ol style="list-style-type: none"> <li>1. Asset Management            The assets of the OpenShift Platforms infrastructure are managed by different Purchaser's teams.             <ul style="list-style-type: none"> <li>• Hardware of the ESX servers is managed and supported by the VMWare Support team who perform the onsite support of hardware maintenance, examination and replacement of hardware.</li> <li>• Cloud VMs are managed by supplier and supported by cloud provider.</li> <li>• On Prem servers used to host the platforms are handled by the VMWare Operations team. Server monitoring, alert handling, and problem resolution are handled by VMWare operations.</li> <li>• On-Prem Operating System and Server Software is managed and supported by the Unix Server Operations team. Cloud Operating system and Cloud server software are handled by the supplier.</li> <li>• OpenShift Platforms Software is managed and supported by the supplier Development team</li> <li>• Supplier shall be responsible for installation and management of RedHat Core OS (RHCOS) in OCP Clusters in OnPrem.</li> </ul> </li>   <li>2. Server Hardening Controls            The following measures are undertaken for hardening of the servers used by the OpenShift platforms.             <ul style="list-style-type: none"> <li>• Operating System Base install and postinstall software comes from the RedHat Satellite Channel. The Satellite channel is a local repository of software supplied by RedHat.</li> <li>• The installation process is done within the Purchaser's network and there is no public internet connectivity from the provisioned servers.</li> <li>• Only authorized subscriptions and users are allowed to install software from Purchaser's satellite servers.</li> </ul> </li> </ol>
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OSP31	Backup Management	Supplier shall maintain backup procedures for OpenShift Platforms for both Clusters & Projects. Supplier shall backup on different categories like daily incremental and weekly full backup based on Purchaser requirement.
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		<ul style="list-style-type: none"> <li>• Supplier shall perform full online backups on a daily basis of the application supports on request.</li> <li>• All backups with reference to retention period, not generations.</li> </ul> <p>Scheduling of jobs for providing full backups as well as incremental backups.</p> <p>Supplier shall be responsible for Restore of Cluster, projects based on request from Purchaser or in an event of Disaster.</p> <p>.</p>
OSP32	Remote Access	OpenShift platforms can be accessed remotely using the standard purchaser's remote access procedures. To access the platform, the user has to connect into Purchaser's network using Purchaser provided VPN software.
OSP33	User Access Review	<p>Only users involved in the day-to-day operations of the OpenShift platforms have access to the Platform infrastructure. Supplier shall perform access review of OpenShift Platforms on a quarterly basis with Purchaser</p> <p>Authorized users have cluster administrator rights to create, modify, and delete resources in the OpenShift platform.</p>


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OSP34	OpenShift Platforms Availability in Emergency Situation	Design and implementation of the OpenShift platforms ensures that the platform is always available. The platform control plane is located in two geographically separate data centers or Availability Zones (AZ). All infrastructure components are replicated in each data center or AZ. In an emergency situation, the platform is always available as control is failed over to available cluster components. This ensures that user accessibility will still function. The availability of applications running on the platform is outside the scope of the OpenShift platform operations. It is the responsibility of the Purchaser's application/project teams to ensure that the applications are available in emergency situations.
OSP35	Capacity Management	Supplier shall perform capacity planning and modelling based on the Purchaser's requirement on regular basis.
OSP36	Release Management	Supplier is responsible for holding a plan for releases and must follow the Purchasers change process. The Supplier is responsible for communication around the planned release and collect all needed approvals from stakeholders.



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Organization Antartica Bar - Consumer & Enterprise Digital		Type of document Service object Service specification		
Name of document <b>Service Object Specification Cloud Foundation OpenShift Platforms</b>		Issue 0.8	Issue date 2022-06-30	Page 21 (23)
OSP37		<p>Supplier shall handle the requests submitted in SNOW.</p> <p>Requests will be differentiated on the expected number of hours it will take to perform. The Purchaser is expected to provide information regarding the priority of each request as per the category below –</p> <ul style="list-style-type: none"> <li>• R1, Minor requests, work is expected to take up to 1 hour.</li> <li>• R2, Midsize requests, work is expected to take up to 4 hours.</li> <li>• R3, Large requests, work is expected to take more than 4 hours.</li> <li>• R4, Requests to be carried out outside office hours CET.</li> </ul> <p>Supplier shall initiate a discussion if many requests are sent in a short period which means that the workload will be too high.</p> <p>Please refer to section 4.2</p>		

## 4.2 Target Service Request

Activity	R1	R2	R3	R4
Requests must be submitted in advance of	4 hours	48 hours	96 hours	96 hours
Confirmation of requests	Within 1 hour in Service Now or mail	Within 1 hour in Service Now or mail	Within 1 hour in Service Now or mail	As soon as possible in Service Now or mail


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Operation team will contact requestor to inform about who/when/how	Within 3 hours via mail or phone	Within 12 hours via mail or phone	Within 96 hours via mail or phone	As soon as possible in Service Now or via mail/ phone
Operation team are available to answer questions	Within 1 hour via Service Now or mail	Within 1 hour via Service Now or mail	Within 1 hour via Service Now or mail	Within 1 hour via Service Now or mail
Op team will contact requestor in Service Now or via mail/phone before starting work	5 min before	5 min before	5 min before	5 min before
Op team will contact requestor in Service Now or via mail/phone before closing that case	5 min after	5 min after	5 min after	5 min after



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Organization		Type of document		
Antartica Bar - Consumer & Enterprise Digital		Service object Service specification		
Name of document		Issue	Issue date	Page
Service Object Specification Cloud OpenShift Platforms	Foundation	0.8	2022-06-30	22 (23)

## 5. KPI – PI – Reports

For all KPI/PI/Reports all historical data and trends shall be available

SO	KPI /PI	Name	Definition	How		Accept able	Targ et	W eig ht	Report	Meas uring Perio d
				Calculati on	to meas ure					
Open Shift Platf orms	KPI 1	Service Operations - OpenShift Platforms Service Availability	Service availability and accessibility to end users for OpenShift platform service, except planned/agreed maintenance window and upgrades/releases	(Total Hours - Downtime Hours)/Total Hours	Manual Report ing	99.98%	100%	40 %	Monthly Delivery Report	Monthl y
Open Shift Platf orms	KPI 2	Agile Work Methodology - Feature Delivery	Value Stream – metric on how HCL meet the ANTARTICA requested and desired Features for the committed delivery in each PI.	Total Features delivered which comply on definition of done criteria and accepted by Product Owner/Tot al Features planned	HCL Scrum Master and Product Owner reports at end of PI in Azure DevOps	100% of committ ed features	120% of comm itted featur es (exam ple. Stretc hed Featur es)	30 %	Monthly Delivery Report	PI/Quar terly

Open Shift Platforms	KPI 3	Product Lifecycle Management	All platforms products (hardware & software) to be on supported version and continuous efforts to bring the version to latest or the latest -1 or -2 version	Report version and release levels of all Platform hardware & software	Manual Reporting via Email	Supported versions with maximum of 7 months old version	4 months on Latest Version	30 %	Monthly Delivery Report	PI/Quarterly
Open Shift Platforms	PI 1	User Experience	Satisfaction Index based on End User Survey	Perform a customer survey of the concerned individuals that are	Manual Reporting via Email	50% via Net Promoter Score	NA	NA	Monthly Delivery Report	Quarterly

KIF No:  
343222

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				involved in a particular Service.						
Open Shift Platforms	PI 2	Service Improvement Plans	Identify areas to improve the current service	Suggest some ideas for service improvements to enhance the platform, process, wow, etc. per month.	Manual Reporting or Azure DevOps	2	NA	NA	Monthly Delivery Report	PI/Quarterly
Open Shift Platforms	PI 3	Automation	Explore areas to automate repetitive tasks or reduce lead-time	Suggest some automation to reduce the manhour efforts, increase operational efficiency, lead-time, workflows, etc....	Manual Reporting or Azure DevOps	1	NA	NA	Monthly Delivery Report	PI/Quarterly
Open Shift Platforms	PI 4	End-to-End User Experience	Testing the end-to-end flow from a user application engineer perspective. Example - Creating an application using CI and deploying the application to the cloud container platform while integrating monitoring and logging and database connections according to described tool chains.	Platform Teams to perform end-to-end testing of the platform by documenting the findings and analysis while trying to the complete flow.	Manual Reporting	1	NA	NA	Monthly Delivery Report	PI/Quarterly





KIF No:  
343222



Antartica Bar Corporation

## 6. Exhibits Summary

Below is the status of all the exhibits for this Service Specification based on the delivery models as ANTARTICA Managed Product DevOps Model:

1. **Exhibit 1 - Baseline:** Refer “Service Object Specification Cloud Foundation OpenShift Platforms - Exhibit 1 - Baseline.docx”
2. **Exhibit 2 - Pricing:** Refer “Service Object Specification Cloud Foundation OpenShift Platforms - Exhibit 2 – Pricing.docx”
3. **Exhibit 3 - Data Processing:** Refer “Service Object Specification Cloud Foundation OpenShift Platforms - Exhibit 3 - Data Processing.pdf”
4. **Exhibit 4 - Optimization, Transformation & One Time Tasks:** Not Applicable
5. **Exhibit 5 - Transition Plan:** Not Applicable
6. **Exhibit 6 - Dependencies on other key Service Objects:** Not Applicable
7. **Exhibit 7 - Additional services and ramp up:** Supplier discuss and agree with Purchaser when there is a requirement and will be handled via Change Note process
8. **Exhibit 8 - Subcontractor information:** Not Applicable

Signature field

Date: 2022-06-30

Antartica Bar Corporation

Lisa Jonsson

A handwritten signature of Lisa Jonsson.

HCL Technologies Limited

Harshdeep Arora

A handwritten signature of Harshdeep Arora.

Harshdeep-Arora (Jun 30, 2022 13:55 GMT+5.5)

Jakob Arvidsson

Jakob Arvidsson

Jakob Arvidsson (Jun 30, 2022 10:27 GMT+2)

DocuSign Envelope ID: D2CFD910-B909-450F-BAC1-D8E3D8709AE0

KIF No: 343222



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## Exhibit 1

### **Under the Service specification for Service Object Application Server**

Regarding: Baseline

Confidential

Date: 2022-01-24

Name of document		Page
	Issue	



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**Exhibit 1- Application Server - Baseline**

Type of document

Security class:

**Confidential****2 (4)**

Date

Exhibit

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**Document revision history [Delete when making final document]**

Date	Who	Comment
2022-01-24	KRAJEND1	V1.0



Name of document	Page		
Exhibit 1- Application Server - Baseline	3 (4)		
Type of document	Security class: <b>Confidential</b>	Issue	Date
			Exhibit

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### Exhibit 1- Application Server - Baseline

Type of document

Security class:

**Confidential**

4 (4)

Date

Exhibit

## 1. Introduction

This Exhibit is a part of the Master Services Agreement between the Purchaser and the Supplier. The document details the baseline for the RFS.

It shall not in any way be interpreted as exempting the Supplier from performing the necessary actions to fulfil all requirements in the Service Object Service Specification. If there is a conflict between this Exhibit and the overarching view of the Delivery in the Service Object Service Specification, the Service Object Service Specification shall prevail.

## 2. Baseline

Environment	Prod		Non-Prod	
	Clusters	Hosts	Clusters	Hosts
OpenShift 4.x (Vanilla) - On Prem	6	48	6	48
OpenShift 4.x (Vanilla) - Azure Cloud	Not Available Yet, but in plan to build the Cluster & Hosts		1	5
OpenShift 3.x (MASP) - On Prem	7 Clusters (Common for Prod and Non-Prod)		34 Hosts (Common for Prod & Non-Prod)	
OpenShift 3.x (MASP) - Azure Cloud (GCC)	3 Clusters (Common or Prod and Non-Prod)		31 Hosts (Common for Prod & Non-Prod)	
OpenShift 3.x (MASP) - Azure Cloud (Charlie & VIDA)	2	41	2	28
ICP (OCP 4.x) - On Prem (MASWEB)	1 Cluster (Common for Prod & Non-Prod)		9 Hosts (Common for Prod & Non-Prod)	
ICP (OCP 4.x) - Azure Cloud	1	9	1	9
Maximo WAS 9 ND	1	4	2	2





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## Exhibit 2 - Pricing

Under the Service specification for Service Object  
Cloud Foundation OpenShift Platforms

Confidential

Name of document			Page
Exhibit 2 - Pricing			2 (8)
Type of document	Security class:	Issue	Date
Exhibit	Confidential	1.0	2022-06-30
Issuer	Exhibit		
<b>Antartica Bars Corporation</b>	2		



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Issuer <b>Antartica Bars Corporation</b>		Exhibit <b>2</b>	



## 1. Introduction

This Exhibit is part of the Master Services Agreement between the Purchaser and the Supplier and stipulates the pricing and any special terms applicable to the Services be performed in accordance to the Service Specification for Service Object Cloud Foundation OpenShift Platforms.

## 2. Applicability

This Exhibit 2 applies only to the Service Specification as per the term of services mentioned below.

Service	Commencement Date	Term of Service	End Date of the term
Transition Services as per Exhibit 5 – Transition Plan	Not Applicable	Not Applicable	Not Applicable
Services as per the Service Specification	2022-09-01	40 months	2025-12-31

## 3. Transition Services cost

The agreed costs along with the payment milestones for Transition Services as per Exhibit 5 – Transition Plan are set out in the table below.

Milestone Description	Milestone Invoice Date	Cost (USD)
Not Applicable	Not Applicable	Not Applicable

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<b>Exhibit 2 - Pricing</b>			<b>4 (8)</b>
Type of document <b>Exhibit</b>	Security class: <b>Confidential</b>	Issue <b>1.0</b>	Date <b>2022-06-30</b>
Issuer <b>Antartica Bars Corporation</b>			Exhibit <b>2</b>



## 4. Operations cost

4.1. The agreed monthly costs for the Services are set out in the table below. All costs are in USD.

Month	Monthly Ops Cost (USD)
Sep-22	\$ 108 412,92
Oct-22	\$ 108 412,92
Nov-22	\$ 108 412,92
Dec-22	\$ 108 412,92
<b>Total September 2022 – December 2022</b>	<b>\$ 433 651,67</b>
Jan-23	\$ 108 412,92
Feb-23	\$ 108 412,92
Mar-23	\$ 108 412,92
Apr-23	\$ 108 412,92
May-23	\$ 108 412,92
Jun-23	\$ 108 412,92
Jul-23	\$ 108 412,92
Aug-23	\$ 108 412,92
Sep-23	\$ 95 419,14
Oct-23	\$ 95 419,14
Nov-23	\$ 95 419,14
Dec-23	\$ 95 419,14
<b>Total January 2023 – December 2023</b>	<b>\$ 1 248 979,89</b>
Jan-24	\$ 95 419,14
Feb-24	\$ 95 419,14
Mar-24	\$ 95 419,14
Apr-24	\$ 95 419,14
May-24	\$ 95 419,14
Jun-24	\$ 95 419,14
Jul-24	\$ 95 419,14
Aug-24	\$ 95 419,14
Sep-24	\$ 91 804,67
Oct-24	\$ 91 804,67

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Type of document <b>Exhibit</b>	Security class: <b>Confidential</b>	Issue <b>1.0</b>	Date <b>2022-06-30</b>
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Nov-24	\$	91 804,67
Dec-24	\$	91 804,67
<b>Total January 2024 – December 2024</b>	<b>\$</b>	<b>1 130 571,79</b>
Jan-25	\$	91 804,67
Feb-25	\$	91 804,67
Mar-25	\$	91 804,67

Apr-25	\$	91 804,67
May-25	\$	91 804,67
Jun-25	\$	91 804,67
Jul-25	\$	91 804,67
Aug-25	\$	91 804,67
Sep-25	\$	91 804,67
Oct-25	\$	91 804,67
Nov-25	\$	91 804,67
Dec-25	\$	91 804,67
<b>Total January 2025 – December 2025</b>	<b>\$</b>	<b>1 101 656,06</b>

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4.2. The agreed unit costs for the Services are set out in the table below. All costs are in USD

Unit name	Unit measure	Cost per Unit Sep. 2022 – Aug. 2023	Cost per Unit Sep. 2023 – Aug. 2024	Cost per Unit Sep. 2024 – Dec. 2025
Managed Product DevOps	Fixed price per month	\$108,412.92	\$95,419.14	\$91,804.67
Managed Capacity	Hours per Month	\$17,871.97	\$17,871.97	\$17,871.97

4.3. The estimated Monthly Costs for the Managed Capacity are set out in the table below. The estimated Monthly Cost are calculated based on the roles and volumes defined in Exhibit 1 (Baseline) to this Service Object and the hourly rates defined in Exhibit A to Appendix L (Rate card). If any conflict between the table below and the Exhibit 1 and the Exhibit A to Appendix L, then the Exhibit 1 and the Exhibit A to Appendix L will prevail.

Month	Monthly Capacity Cost (USD)
Sep-22	\$ 17 871,97
Oct-22	\$ 17 871,97
Nov-22	\$ 17 871,97
Dec-22	\$ 17 871,97
<b>Total September 2022 – December 2022</b>	<b>\$ 71 487,86</b>
Jan-23	\$ 17 871,97
Feb-23	\$ 17 871,97
Mar-23	\$ 17 871,97
Apr-23	\$ 17 871,97
May-23	\$ 17 871,97
Jun-23	\$ 17 871,97
Jul-23	\$ 17 871,97
Aug-23	\$ 17 871,97
Sep-23	\$ 17 871,97
Oct-23	\$ 17 871,97
Nov-23	\$ 17 871,97
Dec-23	\$ 17 871,97
<b>Total January 2023 – December 2023</b>	<b>\$ 214 463,59</b>
Jan-24	\$ 17 871,97
Feb-24	\$ 17 871,97
Mar-24	\$ 17 871,97
Apr-24	\$ 17 871,97

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<b>Exhibit 2 - Pricing</b>		<b>7 (8)</b>
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		Date <b>2022-06-30</b>
Issuer <b>Antartica Bars Corporation</b>		Exhibit <b>2</b>
May-24	\$	17 871,97
Jun-24	\$	17 871,97
Jul-24	\$	17 871,97
Aug-24	\$	17 871,97
Sep-24	\$	17 871,97
Oct-24	\$	17 871,97
Nov-24	\$	17 871,97
Dec-24	\$	17 871,97
<b>Total January 2024 – December 2024</b>	<b>\$</b>	<b>214 463,59</b>
Jan-25	\$	17 871,97
Feb-25	\$	17 871,97
Mar-25	\$	17 871,97
Apr-25	\$	17 871,97
May-25	\$	17 871,97
Jun-25	\$	17 871,97
Jul-25	\$	17 871,97
Aug-25	\$	17 871,97
Sep-25	\$	17 871,97
Oct-25	\$	17 871,97
Nov-25	\$	17 871,97
Dec-25	\$	17 871,97
<b>Total January 2025 – December 2025</b>	<b>\$</b>	<b>214 463,59</b>



## 5. Total Bonus Value

The Service Bonus Model and the calculation of the Bonus Value is defined in Appendix F, Section 5. The Total Bonus Value for this Service is defined as:

- As 4% of the Monthly Cost, defined in Section 4.1 above. (i.e. the Total Bonus Value is the span between 96% – 100% of the Monthly Cost)

## 6. Invoicing Terms

The invoicing and payment terms monthly retroactive, as set out in Appendix L to the Agreement, will apply.

Name of document			Page
<b>Exhibit 2 - Pricing</b>			<b>8 (8)</b>
Type of document <b>Exhibit</b>	Security class: <b>Confidential</b>	Issue <b>1.0</b>	Date <b>2022-06-30</b>
Issuer <b>Antartica Bars Corporation</b>		Exhibit <b>2</b>	



## 7. Special terms

- Service Bonus is applicable for fixed spend deliveries
- Calibration period: Antarctica Bars and HCL agree to a 6-month calibration period for arriving at acceptable and target service level for all KPIs including Resources fulfilment & attrition KPIs. These recalibrated levels are to be jointly agreed at the product area level and discussions supported by VE lead & procurement.
- For Attrition KPI measurement it will be only applicable for designated & dedicated resources working for fixed delivery.

## 8. Contact persons

Purchaser's key commercial contact for the Service(s) will be: Lisa Jonsson [lisa.jonsson@Antarticabars.com](mailto:lisa.jonsson@Antarticabars.com)  
 Supplier's key commercial contact for the Service(s) will be: Subin Mathew Thomas  
[subinmathew.thomas@hcl.com](mailto:subinmathew.thomas@hcl.com)

21 February 2022

**EXHIBIT 3 – DATA PROCESSING****DESCRIPTION OF PROCESSING ACTIVITIES**

**NAME OF PROCESSING ACTIVITY(IES): IT SERVICES (UNDER MASTER SERVICE AGREEMENT)**

**1. SCOPE, TYPE AND PURPOSE OF THE INTENDED COLLECTION, PROCESSING OR UTILIZATION OF PERSONAL DATA, KIND OF PERSONAL DATA, CATEGORIES OF DATA SUBJECTS AND ROLES OF THE PARTIES:**

**Scope & Purpose**

Supplier will process personal data as necessary to perform IT Services pursuant to the Agreement and its appendices, and as further instructed by Antarctica Bars in its use of the Services including but not limited to application maintenance, application development and Infrastructure Services.

IT Services consist of among other things the following activities in relation to personal data: [use of personal data to set up, operate, monitor and provide the Services (including support), provision of consulting services; upload any fixes or upgrades, back up of personal data; computer processing of personal data, including data transmission, data retrieval, data access; execution of instructions of Antarctica Bars in accordance with the Agreement.

**Roles**

Antartica Bars is Controller and the Supplier is Processor

**Type of personal data and categories of data subjects**

The supplier (Processor) will for the applicable Service process personal data described in column “Data Element” in Attachment A to this document.

Data Subjects for the applicable Service are described in column “Data Subject” in Attachment A to this document.

**2. DURATION OF THE PROCESSING OF PERSONAL DATA:**

The processing activity will continue for as long as the Agreement is valid and for a period of three (3) months thereafter to allow the Processor to erase or retransfer the personal data.

**3. ADDITIONAL INSTRUCTIONS:**

N/A

21 February 2022

**4. PLACE OF PROCESSING:**

Personal data will for the applicable Service be processed at the locations described in column “Hosting location” and “Additional country” in Attachment A to this document.

**5. TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES:**

Refers to Appendix H and Appendix O (Antartica Bars Minimum Cybersecurity Requirement), which covers this area

**6. SUB-PROCESSORS:**

Personal data will for the applicable Service be processed by sub-processors as described in column “3-rd party details” in Attachment A to this document

**7. ATTACHMENTS:**

Attachment A: DPA data form



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## **Exhibit 4 – Optimization Transformation and One-Time Tasks (OTOT)**

**Under the Service specification for Service Object Cloud Foundation OpenShift Platforms**

Regarding: Optimisations, Transformation and One-Time tasks

Confidential

Date: 2022-06-30

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Optimisation, Transformation and One-time tasks			2 (4)
Type of document Service Object Cloud Foundation OpenShift Platforms	Security class: Confidential	Issue 1.0	Date 2022-06-30
Issuer Antartica Bar - Consumer & Enterprise Digital		Exhibit 4	



### Document revision history

Date	Who	Comment
2022-06-30	Karthikeyan Rajendran	Final

Name of document			Page
Optimisation, Transformation and One-time tasks		3 (4)	
Type of document Service Object Cloud Foundation OpenShift Platforms	Security class: Confidential	Issue 1.0	Date 2022-06-30
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Optimisation, Transformation and One-time tasks			4 (4)
Type of document Service Object Cloud Foundation OpenShift Platforms	Security class: Confidential	Issue 1.0	Date 2022-06-30
Issuer Antartica Bar - Consumer & Enterprise Digital			Exhibit 4



## 1. General

This Exhibit is a part of the Master Services Agreement between the Purchaser and the Supplier. The document details tasks that can or will be performed by the Supplier and that is of a one-time nature. It outlines the different Optimisation tasks the Supplier plans to perform as well as the offered Transformation ideas. Finally it contains tasks of a one-time nature but that for some reason is not part of the Transition.

It shall not in any way be interpreted as exempting the Supplier from performing the necessary actions to fulfil all requirements in the Service Object Service Specification. If there is a conflict between this Exhibit and the overarching view of the Delivery in the Service Object Service Specification, the Service Object Service Specification shall prevail.

## 2. Optimisation, Transformation & One-Time Tasks

Not Applicable

# OpenShift - Service Object Specification

Final Audit Report

2022-06-30

Created: 2022-06-29  
By: Lisa Jonsson (LJONSS12@Antarticabars.com)  
Status: Signed  
Transaction ID: CBJCHBCAABAAHMx2FqW1yipDc6GhCeGY9RlkZup0iN3I

## "OpenShift - Service Object Specification" History

-  Document created by Lisa Jonsson (LJONSS12@Antarticabars.com)  
2022-06-29 - 20:14:32 GMT - IP address: 92.32.76.4
-  Document e-signed by Lisa Jonsson (LJONSS12@Antarticabars.com)  
Signature Date: 2022-06-29 - 20:17:14 GMT - Time Source: server- IP address: 92.32.76.4
-  Document emailed to Harshdeep Arora (harshdeep.arora@hcl.com) for signature  
2022-06-29 - 20:17:16 GMT
-  Email viewed by Harshdeep Arora (harshdeep.arora@hcl.com)  
2022-06-30 - 08:25:27 GMT - IP address: 104.47.110.62
-  Document e-signed by Harshdeep Arora (harshdeep.arora@hcl.com)  
Signature Date: 2022-06-30 - 08:25:42 GMT - Time Source: server- IP address: 192.8.192.50
-  Document emailed to jakob.arvidsson@Antarticabars.com for signature  
2022-06-30 - 08:25:46 GMT
-  Email viewed by jakob.arvidsson@Antarticabars.com  
2022-06-30 - 08:26:40 GMT - IP address: 194.218.10.150
-  Document e-signed by Jakob Arvidsson (jakob.arvidsson@Antarticabars.com)  
Signature Date: 2022-06-30 - 08:27:00 GMT - Time Source: server- IP address: 194.218.10.150
-  Agreement completed.  
2022-06-30 - 08:27:00 GMT



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## Service Object Specification Procurement

Confidential

Date: 2022-06-28



## Name of document

Service Object Specification Procurement

Type of document Service Object Specification	Security class: Confidential	Issue 3.0	Date 2022-12-22
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**Document revision history**

Date	Version	Major/minor change	Comment
2021-12-17	0.1	Initial	Draft version creation.
2021-12-22	1.0	Major	Updates to reflect Sourcing 2022 demands.



Name of document <b>Service Object Specification Procurement</b>			
Type of document <b>Service Object Specification</b>	Security class: <b>Confidential</b>	Issue <b>3.0</b>	Date <b>2022-12-22</b>
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## 1. Introduction

This Service Specification is a part of the Master Services Agreement between the Purchaser and the Supplier and stipulates the Services that the Supplier shall deliver to the Purchaser within the Service Object.

### 2.1 Contact persons

Supplier has appointed the following roles as contact persons

Supplier technical contact role (At the Commencement of the agreement this role will be held by: Apparao MallaNooka, [MNooka.Apparao@Antarticabars.com](mailto:MNooka.Apparao@Antarticabars.com), +46 76 329 4021

Supplier commercial contact role (At the Commencement of the agreement this role will be held by: Sachidanand Menon, [Sachidanand.Menon@hcl.com](mailto:Sachidanand.Menon@hcl.com), +46 7635740571

The Purchaser has appointed the following roles as contact persons

Purchaser technical contact role: Product Area Lead if nothing else is agreed. At the Commencement of the agreement this role will be held by:

Jonas Frydal, [Jonas.Frydal@Antarticabars.com](mailto:Jonas.Frydal@Antarticabars.com), +46 728 889288

Purchaser commercial contact role At the Commencement of the agreement this role will be held by: Lisa Jonsson, [Lisa.Jonsson@Antarticabars.com](mailto:Lisa.Jonsson@Antarticabars.com), +46 728870607

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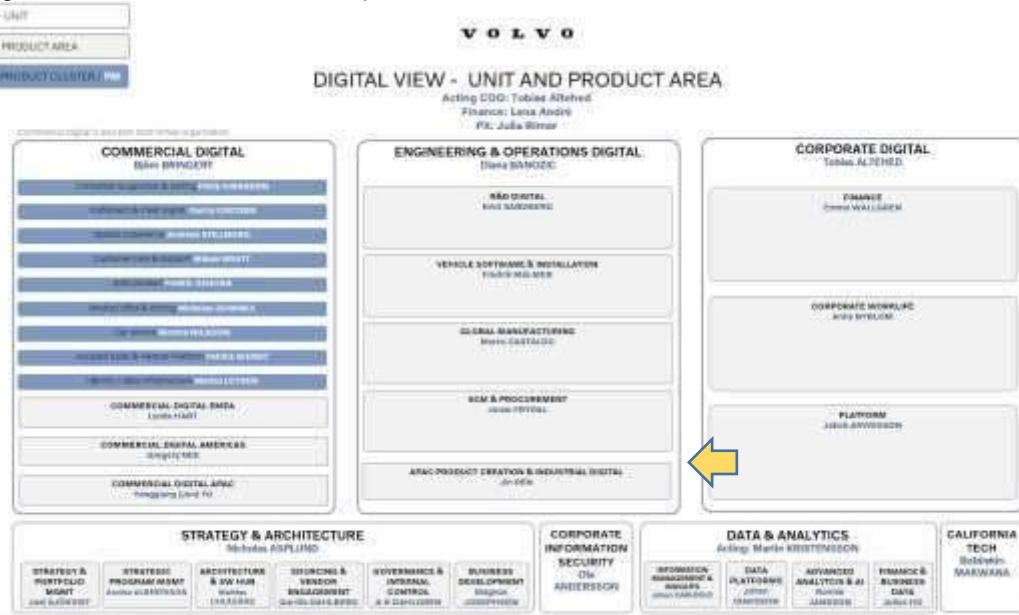
Name of document

**Service Object Specification Procurement**

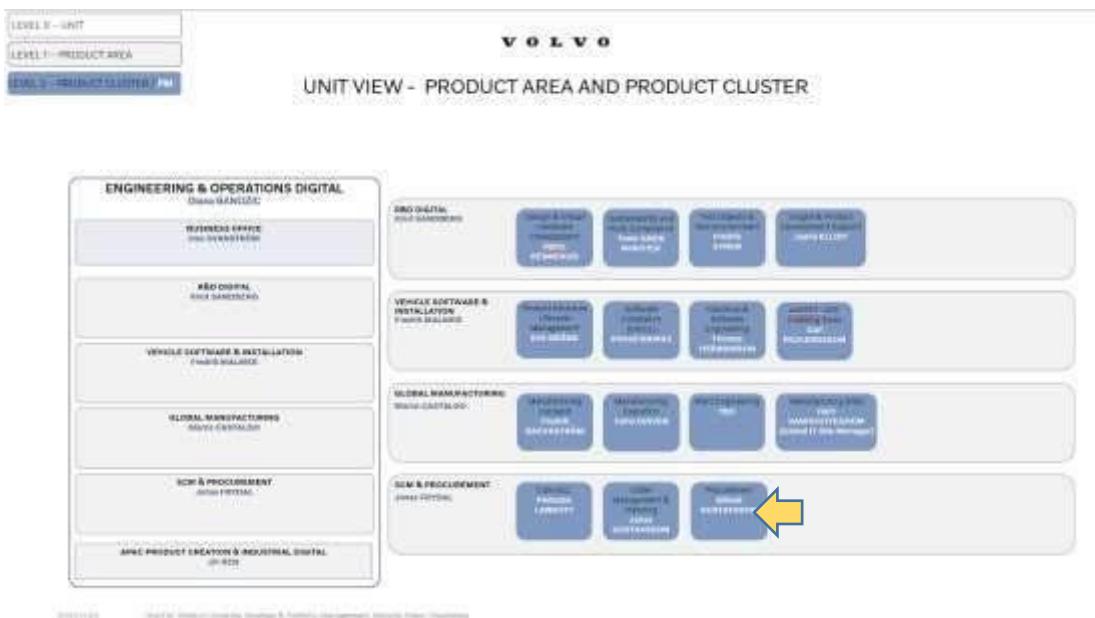
### 3. Introduction to the Services

#### 3.1 General Information

In the new Digital Product universe, Procurement cluster is aligned under 'Engineering & Operation digital' falling under 'SCM & Procurement' product area



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## 3.2 Overall Scope of the Service Object

Supplier to provide Managed Operation DevOps team for the Procurement areas

Procurement area consist of several applications.

**SCM area**, with VSIM application evaluate suppliers performance rating with the help other tools like sustainability, CMAT etc. and few financial activities like cost reduction plan having around 35K users accessible globally internal as well as external(suppliers).

**DM Sourcing & Ordering** is one of the products under Production Planning & Procurement Digital, also having interfaces with application in other product areas such as M&L, Finance. The applications part of the DMO product are responsible for Material Sourcing, Contract creation, Material Ordering to plants (external - SIPlus & internal - EPIC) & Standard price calculation. Registered buyers in the system are responsible for Material Ordering and supported by other roles such as Managers, Approvers, Cost controllers, etc. Overall there are 700+ registered users globally (EMEA, Americas and APAC) in the SIPlus and 150+ users in EPIC.

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## 4. Expected outcome from the Service Object

Antartica Bars is a growing company and need to be prepared for future engineering challenges and new technologies. To be able to meet today's and future requirements for this Service Object there is a need to establish a partnership that can provide agile and scalable Support, Maintenance, Operations, Analytics and Development.

This Service Object will be agile products with DevOps teams.

The application portfolio consists of mainly in-house developed software. Within this Service object we have many different technologies e.g. Java, Mainframe, .NET etc.

This means that for some applications Purchaser demand stability and performance while for others flexibility and speed is prioritized. Purchaser need reliable and trusted operations and an end-to-end support that is Business process oriented. The Supplier should have the ability and flexibility in changing tasks to the most important and valuable activities at that moment.

Since applications within this Service Object differ in complexity, maturity, level of adaptation to product and criticality, a tailored mix of Support, Operations, Maintenance and Development is desired to fulfil the needs. The supplier needs to have the ability to scale up or down their services due to the Purchaser demands.

To be able to deliver to expected outcome the Purchaser requires that the Supplier has an overall domain knowledge and a business understanding of automotive engineering. The Supplier needs to have experience from traditional areas such as mechanical development and product data management but also the ability to meet and support Purchaser's needs and challenges within Autonomous Drive and an increased demand of rapid vehicle software development that requires application and tool support provided within this service object.

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## 5. Specific Relations to other key Services and Segments

Main relations to other key services as per below list:



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- Legacy hosting (Mainframe, DBA Support for DB2 and IMS, Mainframe Security for access control, zOS connect)
- MASP platform support
- Oracle Support
- ICOE, integration support
- Azure (CloudOps)

## 6. Planned or ongoing transformations or major activities in the area

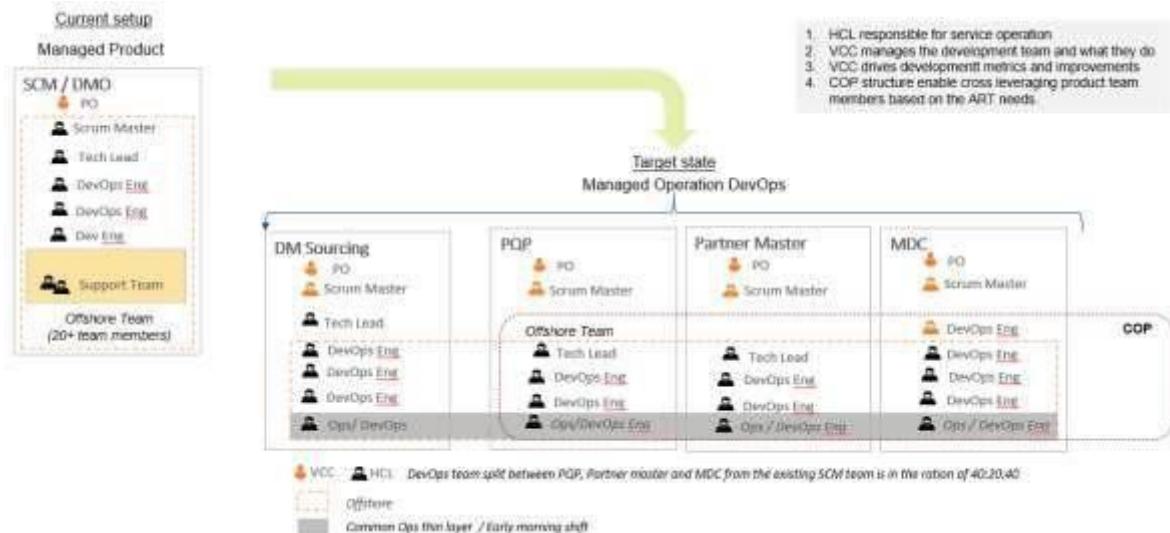
### 6.1 Transformations

There is an ongoing transformation from current managed product delivery models to Managed Operation DevOps Delivery Model and new product are being created from the existing products . Supplier to support the transformation.

### 6.2 Major Activities

- Supplier to support implementation of new Delivery Model and Product team structure supporting value streams as discussed and aligned below

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- Supplier to support ongoing DevOps journey.
  - Go towards that OPS team also to contribute in Development.
- Supplier to support using Neptune.
- Supplier to support modernization journey to take place for SI Plus.

## 7. Requirements

### 7.1 Service in Scope

Supplier to provide Managed Operation DevOps team for the Procurement area.

Services and SLA provided within the delivery will be with a support window (also applicable for normal priority service now tickets) of 16\*5 Support, (ie 0200 CET to 1700 CET, \*, \*\*) including P1 & P2 tickets: of 24\*7

Team to be located offshore.

\*) With one hours adjustment during Swedish summer time.

\*\*) Asia morning shift (02.00 – 04.30 CET) performed in a collaborative way for the HCL delivery by appointed team members cross delivery taking on the early shift.

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Supplier to support SCM & Procurement focuses on the new four products based on value streams within Procurement portfolio.

- Direct Material Sourcing
- Partner Master
- PQP, Product, Quality & Performance
- MDC, Master Data & Collaboration

### 7.2 Context

Applications within this Service Object as per list below:

- VSIM
- SI plus ○ Parma ○ EPIC



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- o SI4U

## 7.3 Service Object vision and strategies

Supplier needs to work closely together with the end users to understand and recognize their needs. Business domain knowledge is vital to be able to support them in their daily work and support.

## 7.4 Specific Requirements

ID	Requirement category	Requirement description
1	General	The Supplier personnel shall be Certified on all relevant key technologies and systems managed or used in the delivery.
2	General	The Supplier shall have skills in common Purchasing knowledge, further on the Supplier consultants must learn the Purchaser's legacy Purchasing systems to be able to give business support.

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		Business support is not included in base commercials for run services.	
	3	General	The Supplier shall have industry best practice knowledge and use for tools, methods and business processes

4 Specific	<p><b>Skills</b></p> <p>SI+ and DMO area are running on Mainframe z/OS platform. Supplier shall have knowledge about these technologies</p> <p>SI4U is using old technology APL. Supplier shall have knowledge about these technologies.</p> <p>Supplier to secure and upskill in new technology Neptune to be used cross delivery.</p> <p>Supplier to secure and upskill in automation test tool TOSCA to be used cross the delivery.</p> <p>VSIM is using Polymer JS, HTML, JSP, Struts, Webservices, Hibernate, Java, Oracle, Azure Cloud. Supplier shall have knowledge about these technologies.</p> <p>Supplier to secure skills in Sonar Cube that are used cross the delivery.</p> <p>Supplier to follow and adopt to new skills as and when needed.</p>
------------	--

## 7.5 Optional services

For the moment there are no optional services included in this delivery.

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## 7.6 Services out of scope

N/A




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## 7.7 Required Service Improvement

During Sourcing 2022 discussions few areas of improvement has been raised and discussed.

Supplier to work on and improve on below points.

### 6.7.1 Allocation of resources and backfilling.

Supplier to ensure that proposed/presented profiles/CV has relevant and needed skills for the assignment we are proposing for and also to ensure technical evaluation before sharing the profile.

Supplier to ensure allocation and backfilling in reasonable time frame.

Supplier to measure and report fulfillment.

### 6.7.2 Value Creation

Supplier to focus on reporting of Implemented Value Creations rather than on proposed Value Ideas.

Supplier also showcase the business case / business value this value ideas has brought into the delivery once it's implemented

Supplier to measure and report fulfillment.

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## 8. KPI – PI – Reports

For all KPI/PI/Reports all historical data and trends shall be available

### 8.1 KPIs

The KPI to be aligned with bonus model are being discussed with Vendor management team and the HCL  
The KPI to be aligned with bonus model are being discussed with Vendor management team and the section needs to be updated.

KPI	Category	Name	KPI Level	Definition	Calculation	How to measure	Acceptable level	Target level	Weightage	Period
1	Attrition (Retention )	Controlled Attrition	Product Area	Control the attrition to right level	Number of people exited / total number of consultants working for ANTARTICA in the Operations SO	No. of *EMS cases / total No. of consultants from supplier, reported as monthly rolling average	TBD	TBD	25 %	Yearly
2	Competency	Fulfillment	Product Area	Percentage of positions fulfilled in 6 weeks after the position is informed	No of positions fulfilled in 6 weeks / total number of positions opened to MSA supplier for Operations SO	Position that took more than 6 weeks will not be counted	TBD	TBD	25 %	Yearly and reported Quarterly

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3	Innovation	Value creation	Product Area	Total value created to Antarctica Bars with different ideas suggested from team	10% of the annual value of the Operations SO contract	Cumulative sum of all the value approved by ANTARTICA PO/PMs	TBD	TBD	25%	Yearly starting from Signing of New contract
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4	Operation Efficiencies	% Of Incidents / SR resolution Automated	Product Area	% Ticket automated due to Tools & Automation	(No. of Incident/SRTickets Automated/Total no. of Tickets) *100	Data captured from SNOW	TBD	TBD	25%	Yearly and reported for Operations
---	------------------------	--	--------------	--	---	-------------------------	-----	-----	-----	------------------------------------

**8.2 PI/KPI Definitions****8.2.1 Key User/s Satisfaction**

End User CSI will be measured on a subset of the applications in the Service Object. The PI should be measured on the average of all selected applications.

**8.2.2 Disturbance reduction**

Number of master incidents plus incidents, P3's and higher without master from ServiceNow. Reported per application and aggregated upwards - product -product cluster - SO.

Only valid for applications with delivery model: Managed Product/Managed Operations

Baseline to be calculated during transition (One-time task in **Error! Reference source not found.**) during the second quarter 2019. The PI/KPI should be measured on the complete Service Object.

Quarter	Limit		
2019Q3	Baseline * 99%		
2019Q4	Baseline * 98%		
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...	...
2022Q2	Baseline * 88%

Table 1 Disturbance reduction



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### 8.2.3 Single Competence

One-time task in **Error! Reference source not found.** shall define the current status (baseline) and create mitigation plan. Progress will be measured monthly. Staff Augmentation shall be included in baseline where applicable.

### 8.2.4 Monitoring Maturity

Levels of monitoring, one point for each bullet below:

- OS Level (Tivoli)
- Integrations and/or batch jobs are monitored
- Some components are monitored, such as application is alive
- Response times/performance monitored
- Advanced level e.g. Apica/AppDynamics/AppInsight. Validates those critical functions in application is working
- End2End monitoring of critical flows.

How to measure Monitoring PI:

Consider a list like the list below but with all applications included in Sourcing Object:

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Application	Possible level (from a technical perspective)	Current level	Desired level	Gap (desiredcurrent) (<0 should be 0)	Tech (desiredpossible) gap (<0 should be 0)



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Tech gap example	0	0	3	3	3
Very monitorable example	5	1	3	2	0
Sum	5	1	6	5	3

One-time task in **Error! Reference source not found.** shall define the current status (baseline). Each month the figures should be reported in the tool pointed out by purchaser.

Delivery Model: Staff Augmentation shall be measured but desired level shall always be equal with current level.

The PI should be measured on the sum of Gap (desired-current).

### 8.2.5 End user interaction

The goal is that all required info to resolve the incident should be captured by service desk at the first call. The L2/L3 should also read available information in the ticket instead of contacting the user and ask for information that has already been provided.

### 8.2.6 Deploy Chain Maturity

Levels of maturity, one point for each bullet below:

- Versioning of source code/configurations

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- Separate environments for dev/test/qa/prod
- Controlled (manual/semi manual) way of deploying code to dev/test/qa/prod
- Appropriate test case coverage



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- Automated testing
- CI - Continuous integration
- CD - Continuous deployment

How to measure Deploy Chain Maturity PI:

Consider a list like the list below but with all applications included in Sourcing Object

Application	Possible level	Current level	Desired level	Gap (desired-current) (<0 should be 0)	Tech gap (desiredpossible) (<0 should be 0)
Tech gap example	0	0	3	3	3
Very good possibilities	7	1	3	2	0
Sum	7	1	6	5	3

One-time task in **Error! Reference source not found.** shall define the current status (baseline). Each month the figures should be reported in the tool pointed out by purchaser.

Delivery Model: Staff Augmentation shall be measured but desired level shall always be equal with current level.

The PI should be measured on the sum of Gap (desired-current).

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## 9. Specification details



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Name of document  
Service Object Specification Procurement

## 9.1 SCM & Procurement

### Additional services

NA. No additional services in scope.

## 10. Exhibits

NA. No exhibits.

## 11. Change Log:

### Signature field

Date: 2022-06-30

Antartica Bar Corporation

Lisa Jonsson

A handwritten signature of Lisa Jonsson.

HCL Technologies Limited

Harshdeep Arora

A handwritten signature of Harshdeep Arora.  
Harshdeep-Arora (Jun 30, 2022 13:59 GMT+5.5)

Jonas Frydal

Jonas Frydal

Jonas Frydal (Jun 30, 2022 10:33 GMT+2)

## EXHIBIT 1 : Baseline

### Name of service object Service Object Specification

27th of June 2022

#### Document revision history

Date	Version	Comment
2022-06-09	SO Exhibit 1 Baseline1.0	

KIF No: 343222

As per information in Alfabet

Product Area	Cluster name	Product Name	App Id	Application Name	BCA	C,I,A	Delivery model	Lifecycle status	Origin	Using Plant/Site	Comment
Procurement	SCM & Procurement	DDM Sourcing	App-94	EPIC	95-121	C	Managed Product	Core		Yes	
Procurement	SCM & Procurement	DDM Sourcing	App-117	SI Plus	95-121	C	Managed Product	Core		Yes	
Procurement	SCM & Procurement	Master Data Collaboratio	&App-2087	AntarcticaSupplierImprovementsMet	95-121	C	Managed Product	Core		Yes	
Procurement	SCM & Procurement	Master Data Collaboratio	&App-68	ANTARTICAPARMA	122-148	B	Managed Product	Core		No	

KIF No: 343222

### Volumetric Baseline

#### In case of Transition:

- \* The additional and removed scope tagged in this Exhibit 1: Baseline shall be added to the Transition Project scope.
- \* The required solutions for this new and removed scope along with the commercial impact will be handled through the Change Control Procedure and agreed by the Parties post the Effective Date.
- \* The handling of any further additions or removals to Exhibit 1: Baseline shall be agreed as part of the Transition Project.

Table 1 Service Object	Application Count	Monthly Incidents	Monthly Service Requests	Monthly Problems
SI Plus	1	30	35	1
EPIC	1	10	5	0
AntarticaSupplierImprovementsMetrics	1	25	50	1
ANTARTICAPARMA	1	2	0	0

Note:

1. Table 1 excludes incidents resolved at L1 service desk or by the Infrastructure support teams.
2. Applications using the Staff Augmentation delivery model are not included in the count in the table 1.
3. The volumetric baselines in Table 1 shall be revalidated during the Transition Project.

Table 2 provides domain wise details for applications categorized under Managed Operations and Managed Product (Classic and DevOps) Delivery Models.

Table 2 Cluster	Application Count	Monthly Incidents	Monthly Service Requests	Monthly Problems
SI Plus	1	30	35	1
EPIC	1	10	5	0
AntarticaSupplierImprovementsMetrics	1	25	50	1
ANTARTICAPARMA	1	2	0	0
Grand Total	4	67	90	2

Table 3 provides the Agreed Monthly Capacity for maintenance included in the fixed price as described in Appendix A - paragraph 8.1.3

Table 4 Cluster	Number of maintenace hours
	25
Total Capacity Hours	25

KIF No: 343222

## M anaged capacity baseline

Used for delivery model's " M anaged O peration classic" , " M anaged O peration D evo ps" (Appendix A.) regarding any non fixed price & SLA based deliveries.

Product Cluster/Service (For information and mapping only)	Role (As specified in Appendix L)	Proficiency level (As specified in Appendix L)	Specific competence description (Specific Technology)	" Key competence" (As defined in Appendix A)	Offshore FTE	Onsite FTE	Comment
SI Plus	Developer/Tester	3	Mainframe (COBOL, DB2, JCL)	Yes	2.2	1	
EPIC	Developer/Tester	3	Java	Yes	0.3	NA	
EPIC	Developer/Tester	2	Java	Yes	0.5	NA	
AntarticaSupplierImprovementsMetrics	Developer/Tester	3	Java Full stack	Yes	9	1	
AntarticaSupplierImprovementsMetrics	Developer/Tester	2	Java Full stack	Yes	2.8	NA	
ANTARTICAPARMA	Developer/Tester	3	.NET	Yes	0.2	NA	

KIF No: 343222

## 1. ASSESSMENT OF SERVICE OBJECT OPERATIONS CHARGES AND SERVICE LEVELS

1.1 For the scope of Applications within a Service Object specification, a assessment of the Operations Charges, using the data included in Exhibit 1 (Baseline) for each respective Service Object, will be executed as set out below in this Section 1.3.

1.2 For Services, where the Operations Charges are based on price per user and/or price per Utilized Unit, no baselining shall be accepted.

1.3 For Operations support ticket volumes (Incidents, Problems and Service Requests), the assessment process will be as follows:

1.3.1 During the Transition and ninety (90) Days from the Commencement Date ("Assessment Period") of each Service Object, the Supplier will with respect to the volumes in Exhibit 1 (Baseline), conduct an assessment to verify whether such volumes are accurate.

1.4 For Services that were delivered by the Supplier prior the Transition, no assessment shall be undertaken. The impact of all Change Notes that have been agreed between Parties from the date of the Baseline data as stated in Exhibit 1 until the Commencement Date for each Service Object shall be incorporated into this Agreement.

1.4.1 For Services that were not delivered by the Supplier prior to the Transition, the baseline data and the result of the assessment shall be calculated as the average volumes using the data as set out in Exhibit 1 (Baseline) for that Service Object, compared with the monthly volumes measured during the Assessment Period. The Supplier will share the outcome with the Purchaser on an ongoing basis and the final result within twenty (20) Business Days from end of Assessment Period.

1.4.2 Should the ticket volume increase/decrease be greater than a deadband of ten (10) percent for a specific Service Object, the Supplier shall analyse why the volumes are materially higher than those stated in Exhibit 1 of the Service Object. The Supplier shall prepare a report for the Purchaser detailing the potential causes for such materially higher volumes. The Parties shall then review and agree a remediation plan, which can include adjustment to Service Levels and/or Service Charges.

- 1.4.3 Should the Parties not agree on the remediation plan, the Purchaser is obliged to accept 1.4.4, 1.4.5 and 1.4.6 below.
- 1.4.4 A nominal ticket price shall be calculated by dividing the monthly Operations Charges for the relevant Service Object with the average monthly volumes, using the data as set out in Exhibit 1 (Baseline), for the same Service Object.
- 1.4.5 After the establishment of the actual volumes during the Assessment Period, the Operations Charges for such Service Object shall, to the extent the difference with the baseline volume is greater than the deadband of ten (10) percent, be increased or decreased by an amount equal to the actual volume beyond the deadband of ten (10) percent - as established during the Joint Verification Period – multiplied with the agreed nominal volume price.
- 1.4.6 Any change to the Operations Charges per Service Object shall be implemented and a new version of Exhibit 2 (Pricing) for that Service Object shall be

created by the Supplier to consider the impact of the Joint Verification. For any change to Operations Charges resulting from joint verification of a

Service Object, at least the same year on year productivity/ price reduction percentage of the overall Operations Charges for that Service Object as set

out in Exhibit 2 shall be applied. KIF No: 343222



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## Exhibit 2 - Pricing

Under the Service specification for Service Object *SCM & Procurement*

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## 1. Introduction

This Exhibit is part of the Master Services Agreement between the Purchaser and the Supplier and stipulates the pricing and any special terms applicable to the Services be performed in accordance to the Service Specification for Service Object **SCM & Procurement**.

## 2. Applicability

This Exhibit 2 applies only to the Service Specification as per the term of services mentioned below.

Service	Commencement Date	Term of Service	End Date of the term
Transition Services as per Exhibit 5 – Transition Plan	N/A	N/A	N/A
Services as per the Service Specification	2022-09-01	40 months	2025-12-31

## 3. Transition Services cost

The agreed costs along with the payment milestones for Transition Services as per Exhibit 5 – Transition Plan are set out in the table below.

Milestone Description	Milestone Invoice Date	Cost (USD)
“Any key milestone”	N/A	N/A
End of Service Transition	N/A	N/A
<b>Total</b>	<b>Total</b>	<b>N/A</b>

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## 4. Operations cost

4.1 The agreed monthly costs for the Services are set out in the table below. All costs are in USD.

<b>Month</b>	<b>Monthly Cost (USD) including Total Bonus Value</b>
September 2022	\$47,591.85
October 2022	\$47,591.85
November 2022	\$47,591.85
December 2022	\$47,591.85
<b>Total September 2022 – December 2022</b>	<b>\$190,367.41</b>
January 2023	\$47,591.85
February 2023	\$47,591.85
March 2023	\$47,591.85
April 2023	\$47,591.85
May 2023	\$47,591.85
June 2023	\$47,591.85
July 2023	\$47,591.85
August 2023	\$47,591.85
September 2023	\$45,401.86
October 2023	\$45,401.86
November 2023	\$45,401.86
December 2023	\$45,401.86
<b>Total January 2023 – December 2023</b>	<b>\$562,342.27</b>
January 2024	\$45,401.86
February 2024	\$45,401.86
March 2024	\$45,401.86
April 2024	\$45,401.86
May 2024	\$45,401.86
June 2024	\$45,401.86

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July 2024	\$45,401.86
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August 2024	\$45,401.86
September 2024	\$43,470.98
October 2024	\$43,470.98
November 2024	\$43,470.98
December 2024	\$43,470.98
<b>Total January 2024 – December 2024</b>	<b>\$537,098.83</b>
January 2025	\$43,470.98
February 2025	\$43,470.98
March 2025	\$43,470.98
April 2025	\$43,470.98
May 2025	\$43,470.98
June 2025	\$43,470.98
July 2025	\$43,470.98
August 2025	\$43,470.98
September 2025	\$43,470.98
October 2025	\$43,470.98
November 2025	\$43,470.98
December 2025	\$43,470.98
<b>Total January 2025 – December 2025</b>	<b>\$521,651.78</b>

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4.2 The estimated Monthly Costs for the Managed Capacity are set out in the table below. The estimated Monthly Cost are calculated based on the roles and volumes defined in Exhibit 1 (Baseline) to this Service Object and the hourly rates defined in Exhibit A to Appendix L (Rate card). If any conflict between the table below and the Exhibit 1 and the Exhibit A to Appendix L, then the Exhibit 1 and the Exhibit A to Appendix L will prevail.

<b>Month</b>	<b>Estimated Monthly Cost (USD) for Managed Capacity</b>
September 2022	\$78,004.60
October 2022	\$78,004.60
November 2022	\$78,004.60
December 2022	\$78,004.60
<b>Total September 2022 – December 2022</b>	<b>\$312,018.39</b>
January 2023	\$78,004.60
February 2023	\$78,004.60
March 2023	\$78,004.60
April 2023	\$78,004.60
May 2023	\$78,004.60
June 2023	\$78,004.60
July 2023	\$78,004.60
August 2023	\$78,004.60
September 2023	\$78,004.60
October 2023	\$78,004.60
November 2023	\$78,004.60
December 2023	\$78,004.60
<b>Total Januray 2023 – December 2023</b>	<b>\$936,055.17</b>
January 2024	\$78,004.60
February 2024	\$78,004.60
March 2024	\$78,004.60
April 2024	\$78,004.60
May 2024	\$78,004.60

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June 2024	\$78,004.60
July 2024	\$78,004.60
August 2024	\$78,004.60
September 2024	\$78,004.60
October 2024	\$78,004.60
November 2024	\$78,004.60
December 2024	\$78,004.60
<b>Total January 2024 – December 2024</b>	<b>\$936,055.17</b>
January 2025	\$78,004.60
February 2025	\$78,004.60
March 2025	\$78,004.60
April 2025	\$78,004.60
May 2025	\$78,004.60
June 2025	\$78,004.60
July 2025	\$78,004.60
August 2025	\$78,004.60
September 2025	\$78,004.60
October 2025	\$78,004.60
November 2025	\$78,004.60
December 2025	\$78,004.60
<b>Total January 2025 – December 2025</b>	<b>\$936,055.17</b>

## 5. Total Bonus Value

The Service Bonus Model and the calculation of the Bonus Value is defined in Appendix F, Section 5. The Total Bonus Value for this Service is defined as:

- As 4% of the Monthly Cost, defined in Section 4.1 above. (i.e. the Total Bonus Value is the span between 96% – 100% of the Monthly Cost)

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## 6. Invoicing Terms

The invoicing and payment terms monthly retroactive, as set out in Appendix L to the Agreement, will apply.

## 7. Special terms

1. The above pricing is based on the application count and incident baseline volume as described in Exhibit 1 - Baseline\_2022\_SCM & Procurement
2. Service Bonus is applicable for fixed spend deliveries
3. Calibration period: Antartica Bars and HCL agree to a 6-month calibration period for arriving at acceptable and target service level for all KPIs including Resources fulfillment & attrition KPIs. These recalibrated levels are to be jointly agreed at the product area level and discussions supported by VE lead & procurement
4. For Attrition KPI measurement it will be only applicable for designated & dedicated resources working for fixed delivery
5. The following roles and rate bard have been mapped to the DEV capacity. For each DEV, role the mapping and appropriate rate would be mutually discussed and agreed before onboarding

Role	Competence	Sweden SEK/h	Belgium EUR/h	Charleston USD/h	Shanghai RMB/h	India USD/h
Agile Coach	Competent	1,032.47	NA	NA	NA	36.75
Agile Coach	Proficient	1,203.09	NA	NA	NA	43.94
Agile Coach	Expert	1,801.68	NA	NA	NA	60.02
Application Technology	Novice	683.69	NA	NA	NA	15.54
Application Technology	Advance Beginner	800.00	75.00	90.00	300.00	21.00
Application Technology	Competent	893.17	90.00	100.00	350.00	28.37
Application Technology	Proficient	998.77	102.72	115.50	410.74	36.75
Application Technology	Expert	1,085.14	120.00	144.37	513.42	38.30
Architect, Infrastructure	Competent	803.05	71.93	92.46	425.00	31.14
Architect, Infrastructure	Proficient	1,003.81	89.92	114.42	525.00	38.92
Architect, Infrastructure	Expert	1,355.14	121.00	150.00	750.00	52.54

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Architect, Software	Competent	1,030.93	95.00	110.46	395.96	38.00
Architect, Software	Proficient	1,288.66	120.00	130.00	450.00	65.00
Architect, Software	Expert	1,739.69	140.00	189.77	668.18	65.00
Automation Tester	Novice	690.39	NA	NA	NA	20.00
Automation Tester	Advance Beginner	719.98	NA	NA	NA	22.00
Automation Tester	Competent	803.81	85.00	100.00	380.31	27.00
Automation Tester	Proficient	1,004.76	110.00	130.00	460.00	40.08
Automation Tester	Expert	1,356.43	150.00	180.47	628.50	54.11
Business Analyst	Expert	1,652.28	156.97	210.00	707.81	68.19
Business Analyst (strategy/process oriented)	Expert	1,657.00	157.00	215.00	707.81	68.19
Business Intelligence Engineer	Expert	1,652.28	156.97	215.00	650.00	68.19
CAD/PLM Developer	Novice	719.98	NA	NA	NA	15.20
CAD/PLM Developer	Advance Beginner	803.81	NA	NA	NA	30.57
CAD/PLM Developer	Competent	838.29	90.00	112.46	400.00	36.75
CAD/PLM Developer	Proficient	1,047.86	115.00	140.57	450.00	39.50

CAD/PLM Developer	Expert	1,414.61	150.00	189.00	550.50	62.00
Data Engineer	Expert	2,053.89	200.00	225.00	750.00	62.00
Dev Ops Engineer	Novice	719.98	NA	NA	NA	24.91
Dev Ops Engineer	Advance Beginner	803.81	NA	NA	NA	29.40
Dev Ops Engineer	Competent	838.29	90.00	111.33	410.09	36.96
Dev Ops Engineer	Proficient	1,047.86	115.00	135.00	463.96	57.75
Dev Ops Engineer	Expert	1,414.61	155.00	189.00	626.35	77.96
Digital Architect	Expert	1,652.28	157.00	219.00	662.93	78.04
Engineer - Legacy	Expert	1,280.65	130.00	200.00	690.45	47.84
Engineer - Middleware/Databas	Expert	986.63	87.74	154.50	549.41	43.97

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Full Stack Developer .net/java	Novice	803.83	NA	NA	NA	24.91
Full Stack Developer .net/java	Advance Beginner	838.29	NA	NA	NA	30.00
Full Stack Developer .net/java	Competent	892.14	100.00	118.01	401.00	36.75
Full Stack Developer .net/java	Proficient	1,115.17	120.45	149.00	501.83	46.20
Full Stack Developer .net/java	Expert	1,505.48	160.45	201.15	677.48	65.00
iSeries Technical Specialist	Competent	719.69	65.78	78.75	251.74	26.25
iSeries Technical Specialist	Proficient	899.61	82.22	97.45	314.67	32.81
iSeries Technical Specialist	Expert	1,214.47	111.00	132.89	424.81	44.30
PLM Architect	Proficient	992.27	100.00	130.00	475.15	36.75
PLM Architect	Expert	1,339.56	130.00	177.19	609.28	49.61
Product Creation Application Engineering	Competent	838.92	NA	NA	NA	27.30
Product Creation Application Engineering	Proficient	1,048.65	NA	NA	NA	34.13
Product Creation Application Engineering	Expert	1,415.67	NA	NA	NA	46.07
Product Manager	Expert	1,971.65	NA	NA	NA	74.77
Product Owner	Expert	2,205.14	NA	NA	NA	69.97
Project/Program Manager	Expert	2,200.14	165.55	225.00	850.00	69.97
RTE	Expert	974.23	NA	NA	NA	39.97
Scrum Master	Expert	2,000.00	155.25	225.65	800.98	65.00
Software Engineer	Expert	1,171.39	120.00	142.88	503.67	68.19
Software Engineer - Legacy	Expert	1,215.52	125.63	160.46	606.77	45.00
Testing	Competent	596.69	70.57	79.38	275.00	20.97
Testing	Proficient	745.87	84.00	98.23	353.53	26.21
Testing	Expert	1,006.92	110.00	133.95	477.27	35.00
User Interface/Experience	Competent	1,218.04	145.00	150.00	525.00	32.00
User Interface/Experience	Advanced Beginner	1,143.51	NA	NA	NA	21.02
User Interface/Experience	Proficient	1,522.55	170.00	175.00	625.00	43.96
User Interface/Experience	Expert	2,100.03	225.00	250.00	850.00	62.00

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Visual Designer	Competent	1,199.95	NA
Visual Designer	Proficient	1,500.00	NA
Visual Designer	Expert	2,100.03	NA
			NA
			36.00
			44.96
			62.00



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## 6. Contact persons

Purchaser's key commercial contact for the Service(s) will be:

Lisa Jonsson ([lisa.jonsson@Antarticabars.com](mailto:lisa.jonsson@Antarticabars.com)) - +46 72 88 70607

Supplier's key commercial contact for the Service(s) will be:

Sachidanand Menon ([sachidanand.menon@hcl.com](mailto:sachidanand.menon@hcl.com)) - +46 73 57 40571

21 February 2022

**EXHIBIT 3 – DATA PROCESSING****DESCRIPTION OF PROCESSING ACTIVITIES**

**NAME OF PROCESSING ACTIVITY(IES): IT SERVICES (UNDER MASTER SERVICE AGREEMENT)**

**1. SCOPE, TYPE AND PURPOSE OF THE INTENDED COLLECTION, PROCESSING OR UTILIZATION OF PERSONAL DATA, KIND OF PERSONAL DATA, CATEGORIES OF DATA SUBJECTS AND ROLES OF THE PARTIES:**

**Scope & Purpose**

Supplier will process personal data as necessary to perform IT Services pursuant to the Agreement and its appendices, and as further instructed by Antarctica Bars in its use of the Services including but not limited to application maintenance, application development and Infrastructure Services.

IT Services consist of among other things the following activities in relation to personal data: [use of personal data to set up, operate, monitor and provide the Services (including support), provision of consulting services; upload any fixes or upgrades, back up of personal data; computer processing of personal data, including data transmission, data retrieval, data access; execution of instructions of Antarctica Bars in accordance with the Agreement.

**Roles**

Antartica Bars is Controller and the Supplier is Processor

**Type of personal data and categories of data subjects**

The supplier (Processor) will for the applicable Service process personal data described in column “Data Element” in Attachment A to this document.

Data Subjects for the applicable Service are described in column “Data Subject” in Attachment A to this document.

**2. DURATION OF THE PROCESSING OF PERSONAL DATA:**

The processing activity will continue for as long as the Agreement is valid and for a period of three (3) months thereafter to allow the Processor to erase or retransfer the personal data.

**3. ADDITIONAL INSTRUCTIONS:**

N/A

21 February 2022

**4. PLACE OF PROCESSING:**

Personal data will for the applicable Service be processed at the locations described in column “Hosting location” and “Additional country” in Attachment A to this document.

**5. TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES:**

Refers to Appendix H and Appendix O (Antartica Bars Minimum Cybersecurity Requirement), which covers this area

**6. SUB-PROCESSORS:**

Personal data will for the applicable Service be processed by sub-processors as described in column “3-rd party details” in Attachment A to this document

**7. ATTACHMENTS:**

Attachment A: DPA data form



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## Exhibit 4

### Under the Service specification for Service Object Procurement

Regarding: Optimisations, Transformation and one-time tasks

Confidential

Date: 2022-06-28



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Optimisation, transformation and one-time tasks		3 (3)	
Type of document	Security class: Confidential	Issue 1.0	Date 2022-06-28
Issuer		Exhibit	

## 1. General

This Exhibit is a part of the Master Services Agreement between the Purchaser and the Supplier. The document details tasks that can or will be performed by the Supplier and that is of a one-time nature. It outlines the different Optimisation tasks the Supplier plans to perform as well as the offered Transformation ideas. Finally it contains tasks of a one-time nature but that for some reason is not part of the Transition.

It shall not in any way be interpreted as exempting the Supplier from performing the necessary actions to fulfil all requirements in the Service Object Service Specification. If there is a conflict between this Exhibit and the overarching view of the Delivery in the Service Object Service Specification, the Service Object Service Specification shall prevail.

## 2. Optimisation

The Supplier shall list all Optimisation activities that are to be performed by the Supplier. The purpose of the list is to make the Purchaser aware of the planned activities and make it possible for the Purchaser to follow up these activities.

For planned Optimization activities, If any, please refer section section 6.1 of the Service Object Specification for Procurement.

## 3. Transformation

The Supplier shall include a description of all Transformation activities offered by the Supplier in their bid. N.B. this list is only containing the offered Transformation activities as options for the Purchaser and do not constitute any agreement by the Purchaser to start any of the activities. All activities shall be separately started and ordered by the Purchaser.

For planned Transformation activities, If any, please refer section section 6.1 of the Service Object Specification for procurement.



**Antartica Bar Corporation**



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## **Service Object Specification CBLP ServiceNow, Now Platform**

2022-06-30

Confidential

**Antartica Bar Corporation**

Organization	Type of document		
Antartica Bar - Consumer & Enterprise Digital	Service object Service specification		
Name of document	Issue	Issue date	Page
<b>Service Object Specification CBLP ServiceNow, Now Platform</b>	6.1	2022-06-30	2 (8)

<b>Document revision history</b>			
Date	Version	Major/minor change	Comment
2019-02-25	0.1	Initial	Structure and initial RFS text.
2019-03-08	2.0	Final draft	Final draft for review by legal
2019-03-19	3.	Final updated	Updated after legal review
2021-02-09	4.0	Major change	New delivery model
2021-11-21	5.0	Draft	Version in Progress based on discussions during co-design
2022-02-01	6.0	Final	Final version after codesign phase
2022-06-23	6.1	Final	Document Date changes

Organization	Type of document
Antartica Bar - Consumer & Enterprise Digital	Service object Service specification



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<b>Service Object Specification CBLP ServiceNow, Now Platform</b>	6.1	2022-06-30	3 (8)

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## 1. Introduction

This Service Specification is a part of the Master Services Agreement between the Purchaser and the Supplier dated 1 April 2019 and stipulates the Services that the Supplier shall deliver to the Purchaser within the product Workflow Experience and Workflow Foundation

### 1.1. Contact persons

Supplier has appointed the following roles as contact persons

Supplier technical contact role (At the Commencement of the agreement this role will be held by: Sulabh Dixit, [sulabh.d@hcl.com](mailto:sulabh.d@hcl.com) , +46 - 763087336

Supplier commercial contact role (At the Commencement of the agreement this role will be held by: Subin Mathew Thomas, [subinmathew.thomas@hcl.com](mailto:subinmathew.thomas@hcl.com) , +46 - 730538860

The Purchaser has appointed the following roles as contact persons

Purchaser technical contact role Product Area Lead: Arvidsson, Jakob (J.)  
[<jakob.arvidsson@Antarticabars.com>](mailto:<jakob.arvidsson@Antarticabars.com>)

Purchaser commercial contact role: Lisa Jonsson, Senior Buyer IDP Digital  
[lisa.jonsson@Antarticabars.com](mailto:lisa.jonsson@Antarticabars.com) +46728870607

### 1.2. Relation to other Service Objects

The Supplier will deliver the Services as part of the Purchaser's overall IT landscape delivering IT services and business value to the different business areas. To ensure a good business outcome enabled through an end to end view of information solutions all Service Objects need to collaborate with all other Service Objects independent of what supplier is delivering what Service Object. All Suppliers in the Purchasers supplier eco systems are expected to collaborate with all other suppliers to ensure a good outcome.

### 1.3. Context

The Purchaser's journey towards agile and DevOps ways of working has made the combined capabilities within the cluster DevOps Enablement differentiating for Antarctica Bars. This implies a delivery model where Antarctica Bars has a stronger ownership and drive of the backlog / the development/Operations. This version describes the journey of the DevOps Enablement cluster's two products: Workflow Experience and Workflow Foundation based on ServiceNow Platform Product to a full DevOps Model.



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The Purchaser transforms from a highly outsourced delivery with an internal organization and the Purchaser is now focusing on establishing technically skilled development/operations teams that will work with the evolution of the platform. For this transformation to be successful the Purchaser needs the Supplier to support the Purchaser with the expertise needed for Workflow Experience and Workflow Foundation product DevOps Model.

## 2. Requirements

### 2.1. Services in scope

This Service Specification includes the future Delivery model and the intermediate steps required for achieving the full DevOps Model for product Workflow Experience and Workflow Foundation, building on the ServiceNow platform.

### 2.2. Service Object vision and strategies

The vision of the cluster DevOps Enablement is to enable Antarctica Bars on the journey towards Enterprise DevOps and becoming a data-driven software company. The product Workflow Experience and Workflow Foundation Services' mission is to enable flow & speed by providing an effective, highly automated self-service workflow platform, consumable by APIs. The product's offerings are global shared services consumed both within and outside of Antarctica Bars.

The journey we are on will require a transformation towards a highly automated software-defined setup where self-service and continuous deployments will be the new norm. A key component in achieving this transformation is to ensure that the right competence is available to address new challenges and innovation. The Purchaser needs to draw upon the Supplier's global knowledge and experience. The Purchaser foresees a high need to have good mechanisms to provide the competence and skills needed to stay current with global trends.

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### 2.3.

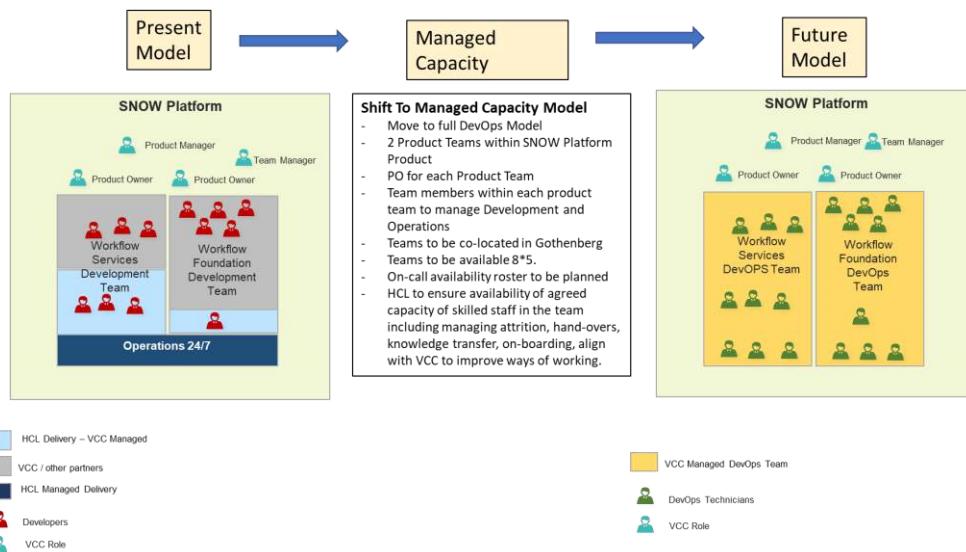
### Service Setup

The defined new delivery model for two ServiceNow Platform Products will be Managed Capacity with the objective of having full DevOps Teams. The development/operations activities within the products will be managed by the Purchaser through agile teams. There will be no SLA for Operations towards the supplier.

The purchaser will have this managed capacity through a purchase order as per the MSA. The purchaser will combine the existing team, through field-glass, and the additional capacity. The supplier should provide at least 11 staff members (4 developers, 6 Administrator, 1 Coordinator) to be shared across two product teams.

Any changes to these team size will be agreed with the Product Owners. The intention is for the Supplier to staff most of these teams. The Purchaser reserves the right to go to other vendors if the Supplier is not able to fulfill a staff request within agreed time frame and competence requirements as per PI.

A pictorial view of the defined setup is as below.

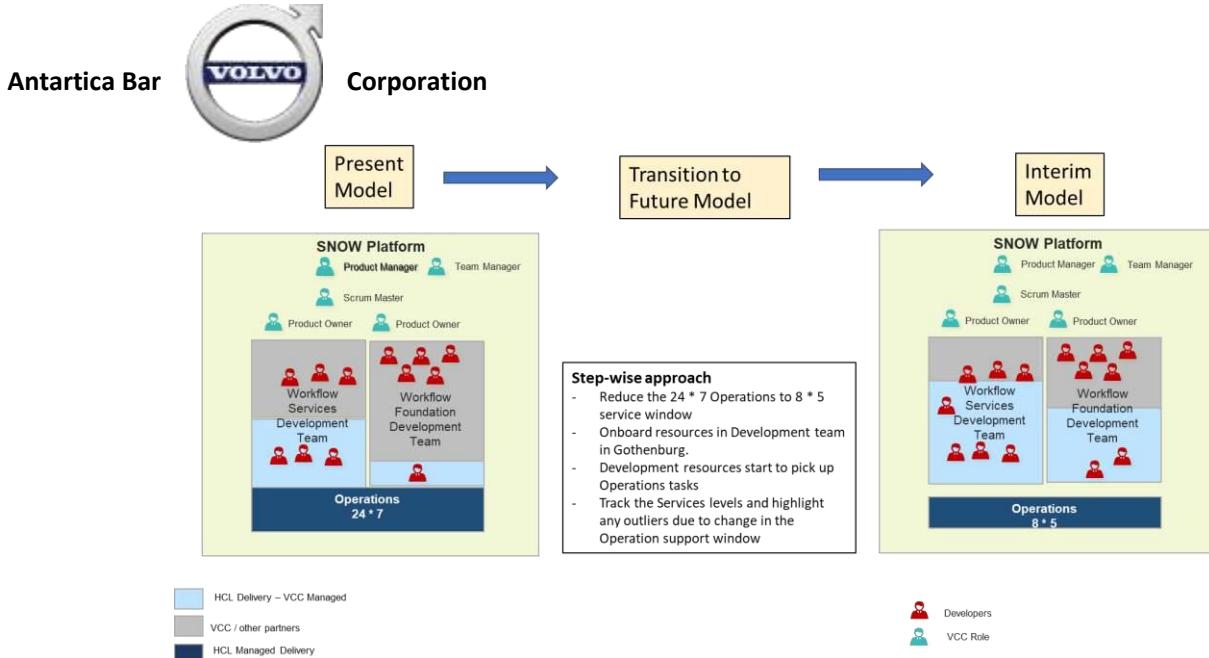


However, to achieve the full DevOps model, the purchaser will follow a stepwise approach from its present delivery model to transform into the future delivery model as described below:

#### Interim Delivery Model to enable Transformation Journey:

The Purchaser will move from its 24\*7 Operations to 8\*5 CET Operations. This is based on the previous month's data of approximately 20% lower priority tickets being created during nonbusiness hours and on weekends.

The 8\*5 operations shall be as per CET time zone. This will enable the purchaser to reduce its Operations cost which the purchaser will use to add capacity in the development teams.



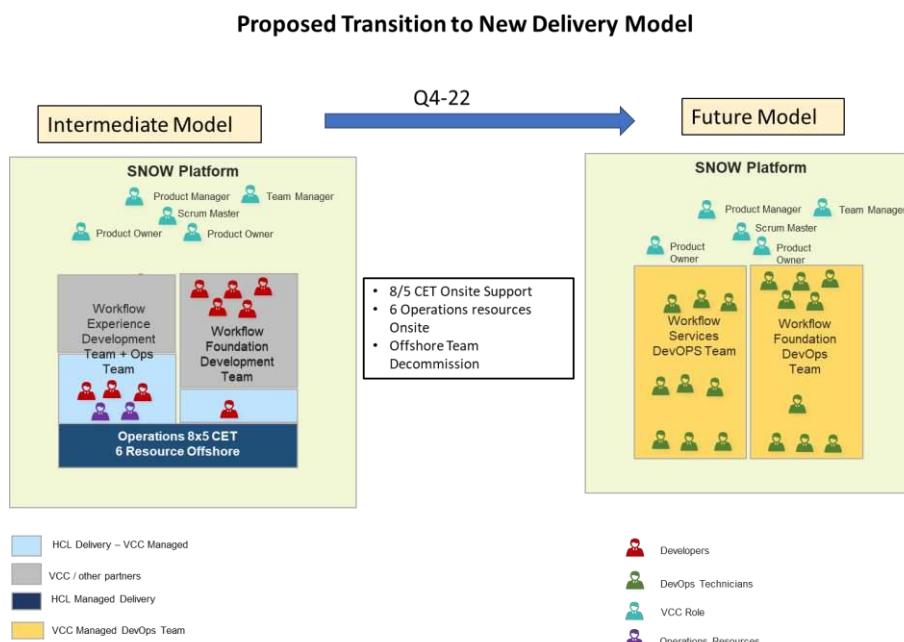
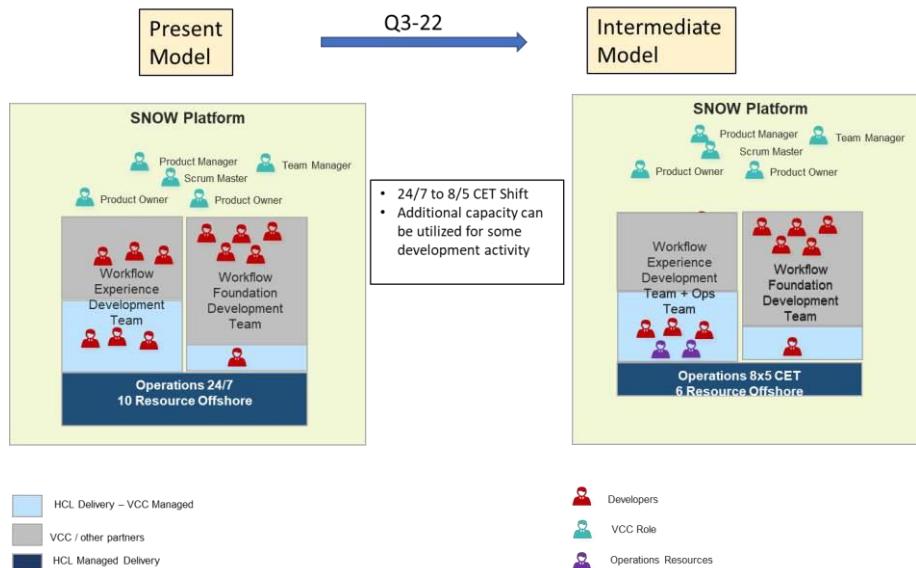
### Timeline for New Delivery Model:

The Purchaser and Supplier will mutually agree on the timeframe for Interim Delivery Model to continue. The Change to final DevOps model will be agreed through a Change Note. This shall also consider the Decommission of Operations Team and the associated cost reductions for the Purchaser.

The Purchaser and Supplier agree on the below timeline for transitioning from present model to future model:

**Q3-22: Support Hours: Transition from 24/7 to 8/5 CET:** From Q3-22, supplier will start providing ServiceNow platform support in 8/5 CET Hours. This will ensure decommissioning of some existing shifts in present 24/7 model and will help in reducing existing Operations capacity. The purchaser will utilize the released offshore operations capacity to onboard some Operations resources onsite Gothenburg. During this time, the partial operations capacity still be continued to support from offshore location.

**Q4-22 Onsite Operation team Availability:** From Q4-22, the offshore operations capacity will be fully decommissioned and agreed operations capacity needs to be onboarded from onsite. The purchaser reserves the right to distribute agreed operations capacity between the two Workflow Experience and Workflow Foundation products.



Acceptance criteria for cutting the cord from Interim to Final model

#### Acceptance Criteria

1. All operations tasks to be handed over to the DevOps team
2. All needed resourced onboarded onsite at Gothenburg

#### Expectation from Supplier during the Interim Period

1. The existing ops team continues to work on operations tasks until the cutover to the new delivery model



During the Interim Model the base service and the agile team shall work in close collaboration with full transparency and continuous improvement shall be the mind-set. During the interim model existing supplier SLA delivery might be impacted as partial operations capacity will be available part of DevOps team

L1 Support will be managed by Purchaser Service Desk

L2 Support will be managed by the Supplier of the operational Base Service

L3 Support will be managed by the agile teams



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## 2.4. Service Requirements - during the Interim Period

Examples of activities, but not limited to, to perform in the Base Service:

- Keep the platform and its instances in the latest version.
- User management, for example, managing groups, performing access reviews.
- License management, governance, and life cycling. For example, keep users at the least privileged level and continuously removing unused licenses.
- Access management - Supplier shall manage access for users, e.g., creation of groups, periodic access reviews (period based on Purchasers demands for C-classed applications) and by automation keeping unused licenses at a minimum. The Supplier shall report and monitor the license usage in ServiceNow. The reports are to be performed according to the agreed periodicity.

The ServiceNow platform is a core and BCA C-class application.

The Supplier will interact with the ServiceNow Company on support issues as needed. The Purchaser has no requirements regarding where the base service will be located.

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## 3. KPI – PI – Reports

The ServiceNow platform is, at present, a C-classed application and is to be reported to Purchaser's Service Owner according to the KPI/PI's.

### 3.1. ServiceNow specific KPI/PI/Report

Below PI's are applicable for the ServiceNow, Managed Capacity delivery.



Name	PI/K PI or repo rt	Measuring period	Content	Report date	Expected performa nce <i>Supplier/ANTARTICA at where measured &amp; how reported</i>
DevOps Team Availability	PI	Per Request	On the Purchaser's demand Supplier shall be able to deploy the resource for requirement fulfillment		Deployed within 4 Weeks. Available in Gothenburg no later than 16 weeks

#### 4. Continuation of Staff

The Purchaser has staff who has a particularly good understanding of the ServiceNow Platform deployed at Antarctica Bars. The Purchaser will continue with the same staff. Any changes to the staff will be informed to the supplier with a reasonable advance period. The purchaser will be part of the recruitment process and have the final decision to onboard a resource in DevOps Team.

The Purchaser will secure the existing staff in the development team through a Fieldglass request or a Purchase Order. The supplier should provide technicians with adequate ServiceNow Platform skills for the DevOps model.

#### 5. Flexible Temporary Capacity

To meet the peaks of the workload or to manage deployment of new initiatives, the Purchaser will ask the supplier to provide a flexible SQUAD Team.

This SQUAD will be formed only at the request of the Purchaser, should be capable of driving the new work, complete the new work as per Purchaser's satisfaction, onboard the Purchaser's Development teams by doing Knowledge Transfer and documentation and then shall be disbanded.

The SQUAD will be a separate team from the existing Development Team and will be formed only to deliver the identified tasks.

The competency needed for SQUAD may be changing with every requirement. The supplier shall ensure that the needed competence is available to deliver the service within 4 weeks of finalization of such a request.

The SQUAD team members may work from offshore for the completion of deliverables.

The SQUAD shall be separate to the Development team and will be on T&M.

#### 6. Roles and Skills in DevOps Team:

The Purchaser suggests the following roles to be available in the DevOps Team. The Supplier may suggest any other significant roles for the success of the DevOps Teams.

Product Owner, Business Analyst, Scrum Master and architect are Purchaser's Internal Roles.

#### ServiceNow Developer



- Perform software configuration and customization, screen tailoring, workflow administration, report setup, data imports, integration, custom scripting and third-party software integrations
- Obtain and analyze business requirements and document technical solutions
- Develop, design and rollout new application modules, workflows and catalog requests
- Research new functionality and recommend solutions that deliver customer value
- Provide escalated support on technical issues to team members who are working service now implementations
- Experience with working or developing in any one of the following programming languages: JavaScript, Angular JS, Java, Python, HTML, XML
- Should have at least ServiceNow Certified Implementation Specialist certification

#### **ServiceNow Administrators**

- Maintenance of data, workflow etc. for various processes/ modules
- Onboard/add and offboard/remove assignment groups in existing integrations
- Investigating any issue/bug reported by user and addressing it
- Configuration of foundation data – locations, regions, site department etc.
- Modify SLAs, OLAs and UCs for appropriate processes/modules
- Support creation/modification of standard change templates
- Defining and/or modifying approvers based on categorizations for various processes/modules □ Maintenance of the service request catalogue
- Addition of new and/or modification of existing service requests in the service request catalogue
- Maintain the integrity of the ServiceNow platform across production and non-production environments.
- Identification of Operational Changes/Periodic Maintenance
- Configuration and maintenance of outgoing and incoming emails
- Maintenance of SSO and LDAP Integrations
- Liaise with ServiceNow Support to facilitate issue resolution
- Should have at least ServiceNow Certified System Administrator certification

#### **NowPlatform Coordinator**

- Plays an active role in coordinating among the different NowPlatform product teams for incident and request routing
- Works closely with the ServiceNow Architect to ensure the solution is technically feasible and to identify areas to reduce implementation efforts.
- Assists Product owners in quality management reviews and ensures that all business and design requirements are met.
- Identify the scope of operations/development and work with different product teams for resolution/implementation
- Work with agile development teams to explain the requirements and ensure that developments is according to specified functional requirements

## **7. Vacation Period**

To continue the operations as usual, the purchaser needs to align the vacation plan of the staff members as per the purchaser's summer break and Christmas break. Which should be minimum 4 weeks in the calendar



year. During such a planned vacation period, the supplier will not perform any efforts unless otherwise agreed with the purchaser.

If, however, the staff member plans or has an unforeseen break outside the purchaser's vacation plan then the supplier should ensure backfill if such vacation period more than 4 consecutive weeks.

#### **Overtime**

The resources will work during business hours and business days. Work performed outside of business hours as per purchaser request shared with the supplier one week in advance. Any adhoc operations requirements shall be limited and will be treated on need basis. The over-time will be limited to a maximum of 50 hours per month or 200 hours in a calendar year per employee. However, if it is observed such overtime is repeating on a monthly basis, the purchaser and supplier should initiate a change note for adding capacity

#### **8. Invoicing**

Interim Delivery Model - There will be invoicing for the Operations team based on Fixed Price. And the development resources shall be invoiced through Fieldglass.

Working hours considered per employee per month is 160.

The supplier will charge a premium of 1.6 times for the overtime work delivered.

Managed Capacity as Future DevOps model – All addition to onsite staff to be invoiced through Purchase Order issued by the Purchaser.

The Invoicing move from Interim Delivery to Managed capacity will be executed through the same Change Note which will cover the move of the Delivery Model as mentioned under TIMELINES FOR NEW DELIVERY MODEL section 2.3

#### **9. Exhibit Summary**

Below is the status of all the exhibits for this Service Specification based on the delivery model as ANTARTICA Managed Staff Augmentation:

1. **Exhibit 1 – Baseline:** Not Applicable
2. **Exhibit 2 – Pricing:** Refer “Exhibit 2 – Service Object Specification CBLP-ServiceNow Platform - Pricing.docx”
3. **Exhibit 3 – Data Processing:** Refer “Exhibit 3- Service Object Specification CBLP- ServiceNow Platform- Data Processing.pdf”
4. **Exhibit 4 – Optimization, Transformation & One Time Tasks:**
5. **Exhibit 5 – Transition Plan:**
6. **Exhibit 6 - Dependencies on other key Service Objects:** Not Applicable
7. **Exhibit 7 - Additional services and ramp up:** Not Applicable 8. **Exhibit 8 - Subcontractor information:** Not Applicable



**Antartica Bar Corporation**

Signature field

Date: 2022-06-30

Antartica Bar  
Corporation  
Lisa Jonsson

A handwritten signature in blue ink that appears to read "Lisa Jonsson".

Jakob Arvidsson

Jakob Arvidsson

Jakob Arvidsson (Jun 30, 2022 09:19 GMT+2)

HCL Technologies  
Limited Harshdeep  
Arora

· A handwritten signature in blue ink that appears to read "Harshdeep Arora".

Harshdeep Arora (Jun 30, 2022 11:19 GMT+5.5)



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## Exhibit 1

### Under the Service specification for Service Object CBLP-ServiceNow Platform

Regarding: Baseline

Confidential

Date: 2022-06-30

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Exhibit 1- ServiceNow - Baseline			2 (4)
Type of document	Security class: Confidential	Issue	Date
			Exhibit

**Document revision history [Delete when making final document]**

Date	Who	Comment
2022-06-30	Sulabh Dixit	V1.0

Name of document		Page	
Exhibit 1- ServiceNow - Baseline		3 (4)	
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## 1. Introduction

This Exhibit is a part of the Master Services Agreement between the Purchaser and the Supplier. The document details the baseline for the RFS.

It shall not in any way be interpreted as exempting the Supplier from performing the necessary actions to fulfil all requirements in the Service Object Service Specification. If there is a conflict between this Exhibit and the overarching view of the Delivery in the Service Object Service Specification, the Service Object Service Specification shall prevail.

## 2. Baseline

ServiceNow Platform SO is the Managed capacity model. And 11 DevOps resources with different skill set identified/agreed to manage the ServiceNow related development and operations activities.

Role	Skill Level	Location
ServiceNow Developer	L3	Gothenburg, Sweden
ServiceNow Coordinator	L3	Gothenburg, Sweden
ServiceNow Administrator	L2	Gothenburg, Sweden

Name of document			Page
Exhibit 1- ServiceNow - Baseline			5 (4)
Type of document	Security class: <b>Confidential</b>	Issue	Date
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<b>Total</b>		<b>11</b>	





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## Exhibit 2 - Pricing

Under the Service specification for Service Object  
CBLP-ServiceNow Platform

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Exhibit 2 - Pricing			2 (10)
Type of document Exhibit	Security class: Confidential	Issue 1.0	Date 2022-06-30
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Type of document Exhibit	Security class: Confidential	Issue 1.0	Date 2022-06-30
Issuer Antartica Bars Corporation		Exhibit 2	



## 1. Introduction

This Exhibit is part of the Master Services Agreement between the Purchaser and the Supplier and stipulates the pricing and any special terms applicable to the Services to be performed in accordance to the Service Specification for Service Object CBLP-ServiceNow Platform.

## 2. Applicability

This Exhibit 2 applies only to the Service Specification as per the term of services mentioned below.

Service	Commencement Date	Term of Service	End Date of the term
Transition Services as per Exhibit 5 – Transition Plan	2022-07-01	2 months	2022-08-31
Services as per the Service Specification	2022-09-01	40 months	2025-12-31

## 3. Transition Services cost

The agreed costs along with the payment milestones for Transition Services as per Exhibit 5 – Transition Plan are set out in the table below.

Milestone Description	Milestone Invoice Date	Cost (USD)
Not Applicable	Not Applicable	Not Applicable
End of Service Transition	Not Applicable	Not Applicable
Total	Total	Not Applicable

## 4. Operations cost



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4.1. The agreed monthly costs for the Services are set out in the table below. All costs are in USD.

Not Applicable

4.2. The agreed unit costs for the Services are set out in the table below. All costs are in USD

Unit name	Unit measure	Cost per Unit Sep 2022 – Aug 2023	Cost per Unit Sep 2023 – Aug 2024	Cost per Unit Sep 2024 – Dec 2025
Unit 1	pce	Not Applicable	Not Applicable	Not Applicable
Unit 2	pce	Not Applicable	Not Applicable	Not Applicable

4.3. The estimated Monthly Costs for the Managed Capacity are set out in the table below. The estimated Monthly Cost are calculated based on the roles and volumes defined in Exhibit 1 (Baseline) to this Service Object and the hourly rates defined in Exhibit A to Appendix L (Rate card). If any conflict between the table below and the Exhibit 1 and the Exhibit A to Appendix L, then the Exhibit 1 and the Exhibit A to Appendix L will prevail.

Month	Estimated Monthly Cost (USD) for Managed Capacity
September 2022	\$ 153,725.75
October 2022	\$ 153,725.75
November 2022	\$ 153,725.75
December 2022	\$ 153,725.75
Total September 2022 – December 2022	\$ 614,902.99
January 2023	\$ 153,725.75
February 2023	\$ 153,725.75
March 2023	\$ 153,725.75
April 2023	\$ 153,725.75
May 2023	\$ 153,725.75
June 2023	\$ 153,725.75

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Exhibit 2 - Pricing			5 (10)
Type of document Exhibit	Security class: Confidential	Issue 1.0	Date 2022-06-30
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July 2023	\$	153,725.75
August 2023	\$	153,725.75
September 2023	\$	153,725.75
October 2023	\$	153,725.75
November 2023	\$	153,725.75
December 2023	\$	153,725.75
Total January 2023 – December 2023	\$	1,844,708.96
January 2024	\$	153,725.75
February 2024	\$	153,725.75
March 2024	\$	153,725.75
April 2024	\$	153,725.75
May 2024	\$	153,725.75
June 2024	\$	153,725.75
July 2024	\$	153,725.75
August 2024	\$	153,725.75
September 2024	\$	153,725.75
October 2024	\$	153,725.75
November 2024	\$	153,725.75
December 2024	\$	153,725.75
Total January 2024 – December 2024	\$	1,844,708.96
January 2025	\$	153,725.75
February 2025	\$	153,725.75
March 2025	\$	153,725.75
April 2025	\$	153,725.75
May 2025	\$	153,725.75
June 2025	\$	153,725.75

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July 2025	\$	153,725.75
August 2025	\$	153,725.75
September 2025	\$	153,725.75
October 2025	\$	153,725.75

November 2025	\$	153,725.75
December 2025	\$	153,725.75
Total January 2025 – December 2025	\$	1,844,708.96



## 5. Total Bonus Value

The Service Bonus Model and the calculation of the Bonus Value is defined in Appendix F, Section 5. The Total Bonus Value for this Service is defined as:

- As 4% of the Monthly Cost, defined in Section 4.1 above. (i.e. the Total Bonus Value is the span between 96% – 100% of the Monthly Cost)

## 6. Invoicing Terms

The invoicing and payment terms monthly retroactive, as set out in Appendix L to the Agreement, will apply.

## 7. Special terms

- Service Bonus is applicable for fixed spend deliveries
- Calibration period: Antartica Bars and HCL agree to a 6 months calibration period for arriving at acceptable and target service level for all KPIs including Resources fulfilment & attrition KPIs. These recalibrated levels are to be jointly agreed at the product area level and discussions supported by VE lead & procurement.
- For Attrition KPI measurement it will be only applicable for designated & dedicated resources working for fixed delivery.

Role	Competence	Sweden SEK/h	Belgium EUR/h	Charleston USD/h	Shanghai RMB/h	India USD/h

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Agile Coach	Competent	1 032,47	NA	NA	NA	36,75
Agile Coach	Proficient	1 203,09	NA	NA	NA	43,94
Agile Coach	Expert	1 801,68	NA	NA	NA	60,02
Architect, Infrastructure	Competent	803,05	71,93	92,46	425,00	31,14

Architect, Infrastructure	Proficient	1 003,81	89,92	114,42	525,00	38,92
Architect, Infrastructure	Expert	1 355,14	121,00	150,00	750,00	52,54
Automation Tester	Novice	690,39	NA	NA	NA	20,00
Automation Tester	Advance Beginner	719,98	NA	NA	NA	22,00
Automation Tester	Competent	803,81	85,00	100,00	380,31	27,00
Automation Tester	Proficient	1 004,76	110,00	130,00	460,00	40,08
Automation Tester	Expert	1 356,43	150,00	180,47	628,50	54,11
Business Analyst	Expert	1 652,28	156,97	210,00	707,81	68,19
Business Analyst (strategy/process oriented)	Expert	1 657,00	157,00	215,00	707,81	68,19

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Exhibit 2 - Pricing			8 (10)
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Issuer Antarctica Bars Corporation			Exhibit 2



Database Administration	Novice	630,27	NA	NA	NA	20,00
Database Administration	Competent	785,82	70,25	91,54	375,00	31,00
Database Administration	Proficient	982,28	87,81	114,42	541,28	38,92
Database Administration	Expert	1 326,07	118,54	156,03	745,65	52,50
Dev Ops Engineer	Novice	719,98	NA	NA	NA	24,91
Dev Ops Engineer	Advance Beginner	803,81	NA	NA	NA	29,40
Dev Ops Engineer	Competent	838,29	90,00	111,33	410,09	36,96
Dev Ops Engineer	Proficient	1 047,86	115,00	135,00	463,96	57,75
Dev Ops Engineer	Expert	1 414,61	155,00	189,00	626,35	77,96
Digital Architect	Expert	1 652,28	157,00	219,00	662,93	78,04

EDI Application Developer	Competent	729,78	75,00	83,16	254,80	26,25
EDI Application Developer	Proficient	912,22	92,00	105,00	318,49	32,81
EDI Application Developer	Expert	1 231,50	120,00	141,75	429,97	44,30
End-Point Application Management Technician	Novice	518,05	NA	NA	NA	16,00

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Exhibit 2 - Pricing			9 (10)
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End-Point Application Management Technician	Advanced Beginner	703,70	NA	NA	NA	24,15
Engineer - Cloud Platform	Expert	1 961,02	93,80	201,13	596,98	46,61
Engineer - Infrastructure	Expert	1 010,34	87,74	148,96	520,09	45,00
Engineer - Legacy	Expert	1 280,65	130,00	200,00	690,45	47,84
Engineer - Middleware/Databas	Expert	986,63	87,74	154,50	549,41	43,97
Integration Technician	Novice	690,39	NA	NA	NA	21,31
Integration Technician	Advance Beginner	719,98	NA	NA	NA	22,33
Integration Technician	Competent	803,81	85,00	105,00	380,31	33,19
Integration Technician	Proficient	1 004,76	110,00	126,00	475,39	36,39
Integration Technician	Expert	1 356,43	150,00	180,47	641,78	57,45
Integration Technician Niche skill	Competent	964,57	105,00	128,00	430,00	34,04
Integration Technician Niche skill	Proficient	1 205,71	130,00	150,00	570,47	42,56
Integration Technician Niche skill	Expert	1 627,71	175,00	216,56	770,13	61,41
iSeries Technical Specialist	Competent	719,69	65,78	78,75	251,74	26,25

iSeries Technical Specialist	Proficient	899,61	82,22	97,45	314,67	32,81
iSeries Technical Specialist	Expert	1 214,47	111,00	132,89	424,81	44,30

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Exhibit 2 - Pricing			10 (10)			
Type of document Exhibit	Security class: Confidential	Issue 1.0	Date 2022-06-30			
Issuer Antartica Bars Corporation			Exhibit 2			
LPAR Technical Specialist	Competent	719,69	65,78	84,00	251,74	26,25
LPAR Technical Specialist	Proficient	899,61	82,22	103,95	314,67	32,81
LPAR Technical Specialist	Expert	1 214,47	111,00	141,75	424,81	44,30
Network Engineering	Novice	582,31	NA	NA	NA	18,00
Network Engineering	Competent	660,99	64,90	82,22	357,23	27,00
Network Engineering	Proficient	826,23	80,00	101,75	446,54	34,10
Network Engineering	Expert	1 115,41	105,96	138,75	602,83	46,04
Openshift Technical Specialist	Competent	729,78	77,22	84,00	254,80	26,00
Openshift Technical Specialist	Proficient	912,22	96,52	103,95	318,49	32,81
Openshift Technical Specialist	Expert	1 231,50	130,31	141,75	429,97	44,30
Product Manager	Expert	1 971,65	NA	NA	NA	74,77
Product Owner	Expert	2 205,14	NA	NA	NA	69,97
Project Admin/Controller/Communication/Informant	Expert	1 502,28	NA	NA	NA	52,50

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Exhibit 2 - Pricing			11 (10)
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Project/Program Manager	Expert	2 200,14	165,55	225,00	850,00	69,97
Scrum Master	Expert	2 000,00	155,25	225,65	800,98	65,00
Security Engineer	Expert	1 847,74	104,32	174,46	550,00	47,03

Service Now Administrator	Competent	926,08	87,98	105,00	400,00	37,25
Service Now Administrator	Proficient	1 157,60	110,00	126,00	492,15	42,96
Service Now Administrator	Expert	1 563,00	155,00	180,10	731,76	62,00
Service Now Developer	Competent	895,50	90,00	112,66	425,00	33,34
Service Now Developer	Proficient	1 075,30	110,00	126,00	500,00	35,00
Service Now Developer	Expert	1 200,00	120,00	138,32	621,60	38,89
Service Now Developer	Advanced Beginner	771,74	NA	NA	NA	22,85
Service Now Functional Consultant	Competent	999,98	NA	NA	NA	35,01
Service Now Functional Consultant	Proficient	1 200,03	NA	NA	NA	48,01
Service Now Functional Consultant	Expert	1 700,01	NA	NA	NA	69,95
User Support	Novice	611,43	NA	NA	NA	15,20
User Support	Competent	694,04	68,15	86,33	375,10	25,00
User Support	Proficient	867,54	82,42	106,84	468,87	35,00

Name of document			Page			
Exhibit 2 - Pricing			12 (10)			
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Issuer Antartica Bars Corporation			Exhibit 2			
User Support	Expert	1 171,18	111,26	145,69	632,97	48,00

## 8. Contact persons

Purchaser's key commercial contact for the Service(s) will be:

Lisa Jonsson, [lisa.jonsson@Antarticabars.com](mailto:lisa.jonsson@Antarticabars.com)

Supplier's key commercial contact for the Service(s)will be:

Subin Mathew Thomas, [subinmathew.thomas@hcl.com](mailto:subinmathew.thomas@hcl.com)

21 February 2022

**EXHIBIT 3 – DATA PROCESSING****DESCRIPTION OF PROCESSING ACTIVITIES**

**NAME OF PROCESSING ACTIVITY(IES): IT SERVICES (UNDER MASTER SERVICE AGREEMENT)**

**1. SCOPE, TYPE AND PURPOSE OF THE INTENDED COLLECTION, PROCESSING OR UTILIZATION OF PERSONAL DATA, KIND OF PERSONAL DATA, CATEGORIES OF DATA SUBJECTS AND ROLES OF THE PARTIES:**

**Scope & Purpose**

Supplier will process personal data as necessary to perform IT Services pursuant to the Agreement and its appendices, and as further instructed by Antarctica Bars in its use of the Services including but not limited to application maintenance, application development and Infrastructure Services.

IT Services consist of among other things the following activities in relation to personal data: [use of personal data to set up, operate, monitor and provide the Services (including support), provision of consulting services; upload any fixes or upgrades, back up of personal data; computer processing of personal data, including data transmission, data retrieval, data access; execution of instructions of Antarctica Bars in accordance with the Agreement.

**Roles**

Antartica Bars is Controller and the Supplier is Processor

**Type of personal data and categories of data subjects**

The supplier (Processor) will for the applicable Service process personal data described in column “Data Element” in Attachment A to this document.

Data Subjects for the applicable Service are described in column “Data Subject” in Attachment A to this document.

**2. DURATION OF THE PROCESSING OF PERSONAL DATA:**

The processing activity will continue for as long as the Agreement is valid and for a period of three (3) months thereafter to allow the Processor to erase or retransfer the personal data.

**3. ADDITIONAL INSTRUCTIONS:**

N/A

21 February 2022

**4. PLACE OF PROCESSING:**

Personal data will for the applicable Service be processed at the locations described in column “Hosting location” and “Additional country” in Attachment A to this document.

**5. TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES:**

Refers to Appendix H and Appendix O (Antartica Bars Minimum Cybersecurity Requirement), which covers this area

**6. SUB-PROCESSORS:**

Personal data will for the applicable Service be processed by sub-processors as described in column “3-rd party details” in Attachment A to this document

**7. ATTACHMENTS:**

Attachment A: DPA data form



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## **Exhibit 4 – Optimization Transformation and One-Time Tasks (OTOT)**

**Under the Service specification for  
CBLPServicenow Platform**

Regarding: Optimisations, Transformation and One-Time tasks

Confidential

Date: 2022-06-30

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Type of document Service Object EDI	Security class: Confidential	Optimisation, Transformation and One-time tasks Date	2 (4)
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**Document revision history [Delete when making final document]**

Date	Who	Comment
2022-06-30	Sulabh Dixit	Final



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Type of document Service Object EDI	Security class: Confidential	Issue 1.0	Date 2022-06-30
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3. Transformation ..... 4

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Name of document

Type of document Service Object EDI	Security class: Confidential	Optimisation, Transformation and One-time tasks	Date	4 (4)
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## 1. General

This Exhibit is a part of the Master Services Agreement between the Purchaser and the Supplier. The document details tasks that can or will be performed by the Supplier and that is of a one-time nature. It outlines the different Optimisation tasks the Supplier plans to perform as well as the offered Transformation ideas. Finally it contains tasks of a one-time nature but that for some reason is not part of the Transition.

It shall not in any way be interpreted as exempting the Supplier from performing the necessary actions to fulfil all requirements in the Service Object Service Specification. If there is a conflict between this Exhibit and the overarching view of the Delivery in the Service Object Service Specification, the Service Object Service Specification shall prevail.

## 2. Optimisation, Transformation & One-Time Tasks

The ServiceNow SO delivery is Managed capacity, the optimization and transformation need to be planned and executed in Agile teams managed by ANTARTICA .



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## Exhibit 5 – Transition Plan

**Under the Service specification for Service  
Object CBLP-ServiceNow Platform**

Regarding: Transition Plan

Confidential

Date: 2022-06-30

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Type of document Service Object Service Object CBLP-ServiceNow Platform	Security class: Confidential	Issue 1.0	Date 2022-06-30
Issuer Antartica Bar - Consumer & Enterprise Digital		Exhibit 5	

**Document revision history [Delete when making final document]**

Date	Who	Comment
2022-06-30	Sulabh Dixit	Final

Name of document			Page
Transition Plan			3 (8)
Type of document Service Object Service Object CBLP-ServiceNow Platform	Security class: Confidential	Issue 1.0	Date 2022-06-30
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Transformation .....	<b>Error! Bookmark not defined.</b>

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Type of document Service Object Service Object CBLP-ServiceNow Platform	Security class: <b>Confidential</b>	Issue <b>1.0</b>	Date <b>2022-06-30</b>
Issuer <b>Antartica Bar - Consumer &amp; Enterprise Digital</b>			Exhibit <b>5</b>



## 1. General

This Exhibit is a part of the Master Services Agreement between the Purchaser and the Supplier. The document details tasks that can or will be performed by the Supplier and that is of a one-time nature. It outlines the different Optimisation tasks the Supplier plans to perform as well as the offered Transformation ideas. Finally it contains tasks of a one-time nature but that for some reason is not part of the Transition.

It shall not in any way be interpreted as exempting the Supplier from performing the necessary actions to fulfil all requirements in the Service Object Service Specification. If there is a conflict between this Exhibit and the overarching view of the Delivery in the Service Object Service Specification, the Service Object Service Specification shall prevail.

## 2. Transition Plan

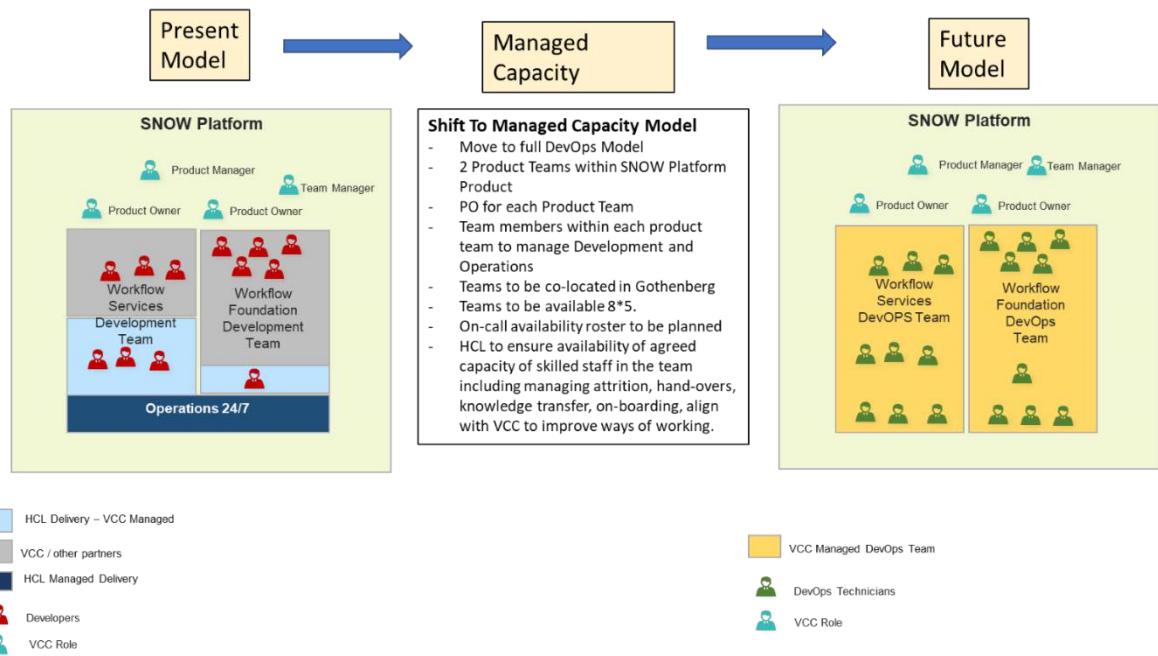
The defined new delivery model for two ServiceNow Platform Products will be Managed Capacity with the objective of having full DevOps Teams. The development/operations activities within the products will be managed by the Purchaser through agile teams. There will be no SLA for Operations towards the supplier.

The purchaser will have this managed capacity through a purchase order as per the MSA. The purchaser will combine the existing team, through field-glass, and the additional capacity. The supplier should provide at least 11 staff members (4 developers, 6 Administrator, 1 Coordinator) to be shared across two product teams.

Any changes to these team size will be agreed with the Product Owners. The intention is for the Supplier to staff most of these teams. The Purchaser reserves the right to go to other vendors if the Supplier is not able to fulfill a staff request within agreed time frame and competence requirements as per PI.

A pictorial view of the defined setup is as below.

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However, to achieve the full DevOps model, the purchaser will follow a stepwise approach from its present delivery model to transform into the future delivery model as described below:

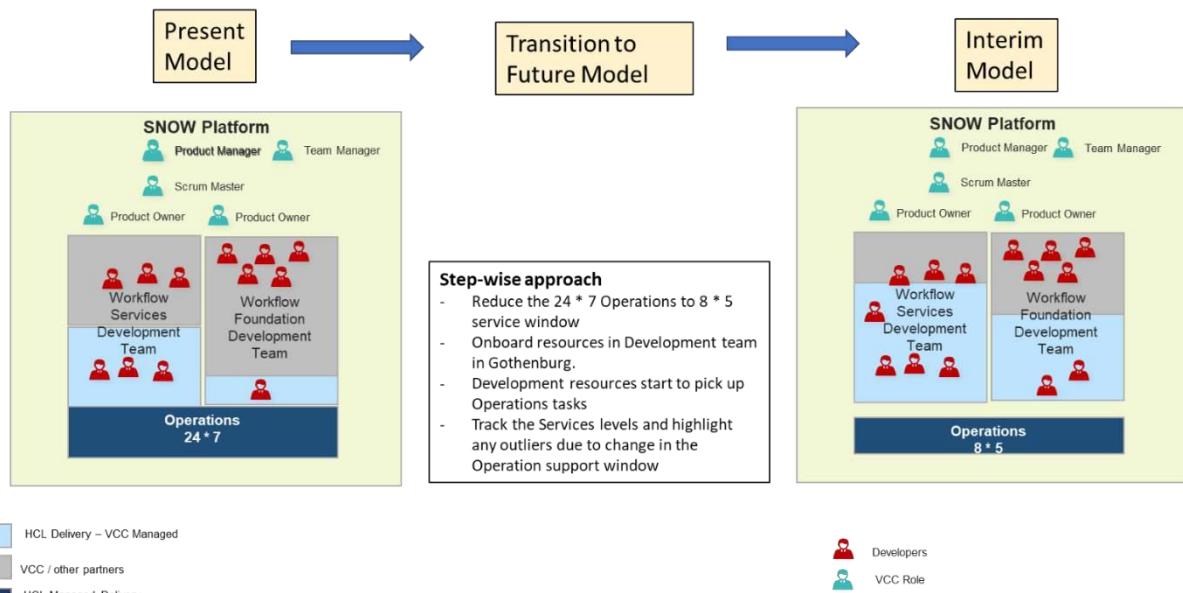
### Interim Delivery Model to enable Transformation Journey:

The Purchaser will move from its 24\*7 Operations to 8\*5 CET Operations. This is based on the previous months data of approximately 20% lower priority tickets being created during nonbusiness hours and on weekends.

Name of document			Page
Transition Plan			6 (8)
Type of document Service Object Service Object CBLP-ServiceNow Platform	Security class: <b>Confidential</b>	Issue 1.0	Date 2022-06-30
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time zone. This will enable the purchaser to reduce its Operations cost which the purchaser will use to add capacity in the development teams.

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			<b>Timeline for</b>



### New Delivery Model:

The Purchaser and Supplier will mutually agree on the timeframe for Interim Delivery Model to continue. The Change to final DevOps model will be agreed through a Change Note. This shall also consider the Decommission of Operations Team and the associated cost reductions for the Purchaser.

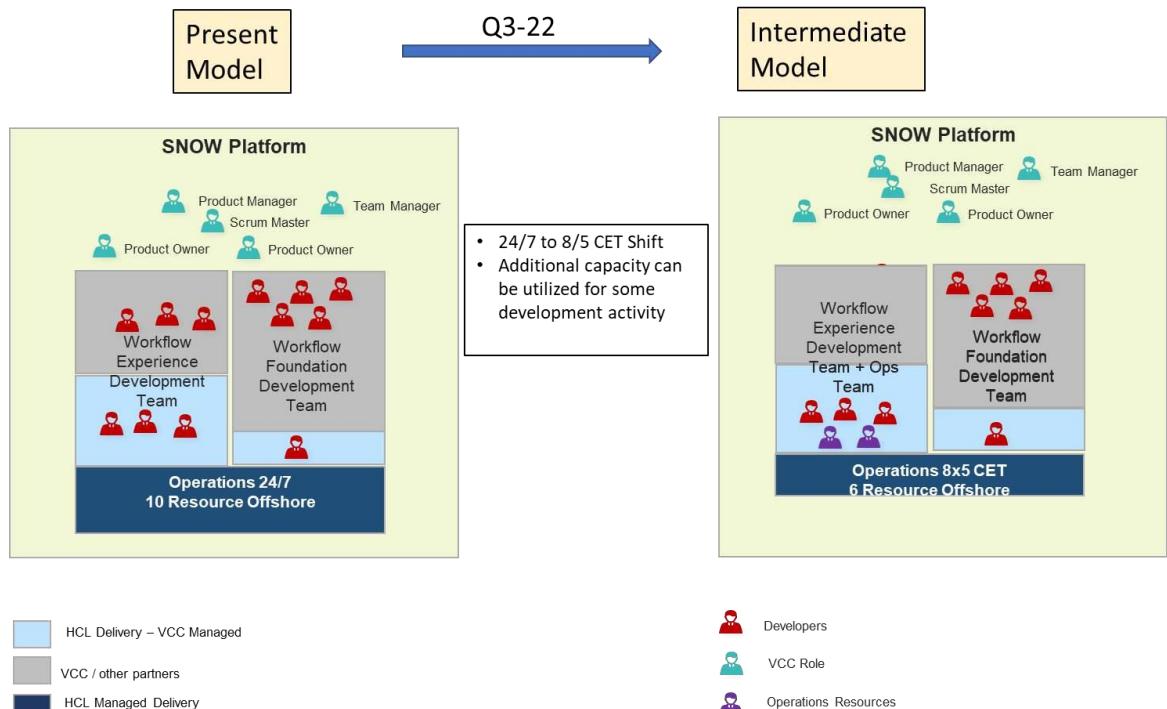
The Purchaser and Supplier agree on the below timeline for transitioning from present model to future model:

**Q3-22: Support Hours: Transition from 24/7 to 8/5 CET:** From Q3-22, supplier will start providing ServiceNow platform support in 8/5 CET Hours. This will ensure decommissioning of some existing shifts in present 24/7 model and will help in reducing existing Operations capacity. The purchaser will utilize the released offshore operations capacity to onboard some Operations resources onsite Gothenburg. During this time, the partial operations capacity still be continue to support from offshore location.

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		Q4-22	Onsite



## Proposed Transition to New Delivery Model

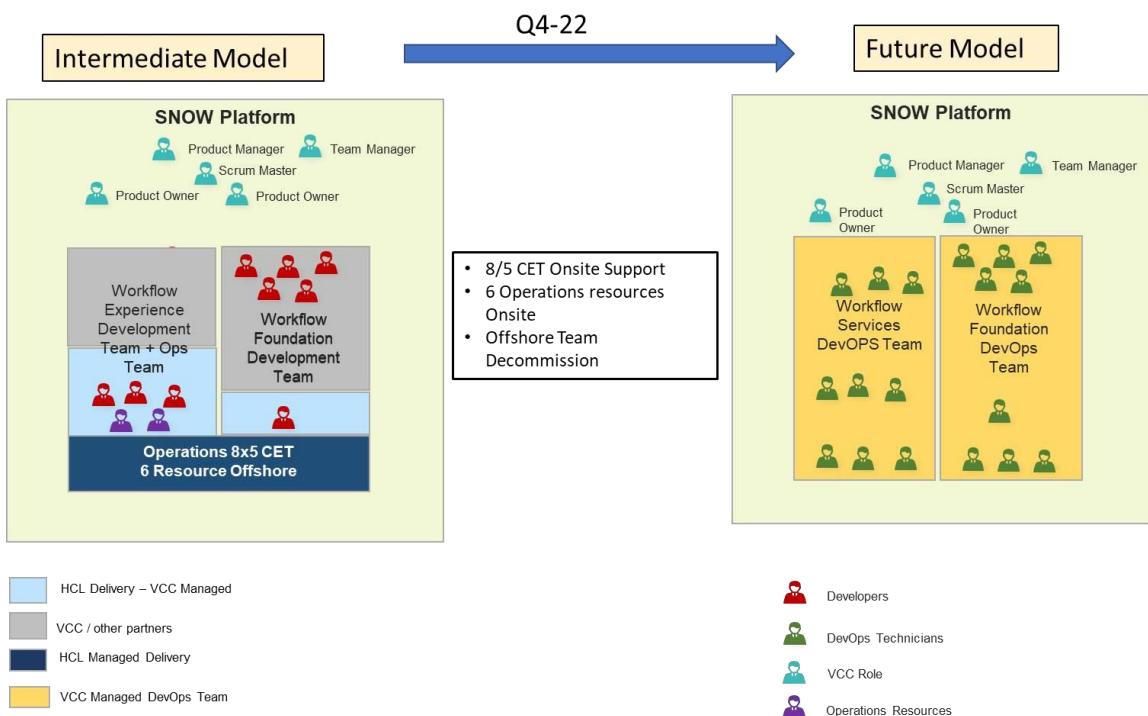


**Operation team Availability:** From Q4-22, the offshore operations capacity will be fully decommissioned and agreed operations capacity needs to be onboarded from onsite. The purchaser reserves the right to distribute agreed operations capacity between the two Workflow Experience and Workflow Foundation products.

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## Proposed Transition to New Delivery Model



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Acceptance criteria for cutting the cord from Interim to Final model

**Acceptance Criteria**

1. All operations tasks to be handed over to the DevOps team
2. All needed resourced onboarded onsite at Gothenburg

**Expectation from Supplier during the Interim Period**

1. The existing ops team continues to work on operations tasks until the cutover to the new delivery model

During the Interim Model the base service and the agile team shall work in close collaboration with full transparency and continuous improvement shall be the mind-set. During the interim model existing supplier SLA delivery might be impacted as partial operations capacity will be available part of DevOps team

L1 Support will be managed by Purchaser Service Desk

L2 Support will be managed by the Supplier of the operational Base Service L3 Support will be managed by the agile teams

# SNOW - Service Object Specification CBLP

Final Audit Report

2022-06-30

Created: 2022-06-29  
By: Lisa Jonsson (LJONSS12@Antarticabars.com)  
Status: Signed  
Transaction ID: CBJCHBCAABAAyUf2OddQ6a6BD37nYMNTTr0tY55H5LsFQ

## "SNOW - Service Object Specification CBLP" History

-  Document created by Lisa Jonsson (LJONSS12@Antarticabars.com)  
2022-06-29 - 20:37:53 GMT - IP address: 92.32.76.4
-  Document e-signed by Lisa Jonsson (LJONSS12@Antarticabars.com)  
Signature Date: 2022-06-29 - 20:40:54 GMT - Time Source: server- IP address: 92.32.76.4
-  Document emailed to Harshdeep Arora (harshdeep.arora@hcl.com) for signature  
2022-06-29 - 20:40:57 GMT
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2022-06-30 - 05:48:44 GMT- IP address: 104.47.110.62
-  Document e-signed by Harshdeep Arora (harshdeep.arora@hcl.com)  
Signature Date: 2022-06-30 - 05:49:12 GMT - Time Source: server- IP address: 192.8.193.124
-  Document emailed to jakob.arvidsson@Antarticabars.com for signature  
2022-06-30 - 05:49:16 GMT
-  Email viewed by jakob.arvidsson@Antarticabars.com  
2022-06-30 - 05:51:01 GMT- IP address: 194.218.10.150
-  Document e-signed by Jakob Arvidsson (jakob.arvidsson@Antarticabars.com)  
Signature Date: 2022-06-30 - 07:19:32 GMT - Time Source: server- IP address: 194.218.10.150
-  Agreement completed.  
2022-06-30 - 07:19:32 GMT





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## Service Object Specification Vehicle Software & Installation

Confidential

Date: 2022-June-24



N

Service Object Specification Product Creation

Type of document <b>Service Object Specification</b>	Security class: <b>Confidential</b>	Issue <b>1.0</b>	Date <b>2022-06-24</b>
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## Document revision history




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## Service Object Specification Product Creation

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# 1. Introduction

This Service Specification is a part of the Master Services Agreement between the Purchaser and the Supplier and stipulates the Services that the Supplier shall deliver to the Purchaser within the Service Object.

## 1.1 Contact persons

Supplier has appointed the following roles as contact persons

Supplier technical contact role (At the Commencement of the agreement this role will be held by:  
Apparao MallaNooka, [MNooka.Apparao@Antarticabars.com](mailto:MNooka.Apparao@Antarticabars.com), +46 76 329 4021

Supplier commercial contact role (At the Commencement of the agreement this role will be held by:  
Sachidanand Menon, [Sachidanand.Menon@hcl.com](mailto:Sachidanand.Menon@hcl.com), +46 7635740571

The Purchaser has appointed the following roles as contact persons

Purchaser technical contact role: Product Area Lead if nothing else is agreed. At the Commencement of the agreement this role will be held by:

Fredrik Malmer, [fredrik.malmer@Antarticabars.com](mailto:fredrik.malmer@Antarticabars.com), +46 73 333 09 11

Purchaser commercial contact role At the Commencement of the agreement this role will be held by: Lisa Jonsson, [Lisa.Jonsson@Antarticabars.com](mailto:Lisa.Jonsson@Antarticabars.com), +46 7288 70607

# 2. Introduction to the Services

## 2.1 General Information

Transformation plans for the Service Object will be set up jointly between the Supplier and the Purchaser based on input from the Supplier.

## 2.2 Overall Scope of the Service Object

Product Area – Vehicle Software & Installation

Product Area Lead - Fredrik Malmer

N:



## Service Object Specification Product Creation

Type of document Service Object Specification	Security class: Confidential	Issue 1.0	Date 2022-06-24
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Vehicle Software & Installation consist of applications mainly used for software life cycle management, toolset used in the electrical and software engineering with CI & CD infrastructure, tools involved in managing the configurations, and the tools involved in download and installation of vehicle software.

*Support window for this sourcing area will be 16 x 5 aligning to Europe and APAC time zones.*

*Supplier shall support P1 & P2 incidents 24/7, meaning 24 hours per day 7 days a week, for all applications reported in ITSM service Now*

## 3. Expected outcome from the Service Object

Antartica Bars is a growing company and need to be prepared for future engineering challenges and new technologies while meeting today's requirements. There is a need to establish a partnership that can provide agile and scalable Support, Maintenance, Operations, Analytics and Development for various product areas of the service object.

The Service Object must be scalable and have the ability to adapt from a classic maintenance organization to a product-oriented organization setup.

Within this Service Object there will be both agile products and classic maintenance teams. The classic maintenance teams will be transformed into product teams, and we need a Supplier with product mindset and flexible delivery to map with ongoing products and future transformations.

The application portfolio within Vehicle Software & Installation product areas consists of everything from COTS (Commercial of the Shelf) applications to in-house developed software. Within this Service object we have many different technologies e.g., Angular, Java, Mainframe, .net, etc.

This means that for some applications Purchaser demand stability and performance while for others flexibility and speed is prioritized. Purchaser needs reliable and trusted operations and an end-to-end support that is Business process oriented. The Supplier should have the ability and flexibility in changing tasks to the most important and valuable activities at that moment.

Since applications within this Service Object differ in complexity, maturity, level of adaptation to product and criticality, a tailored mix of Support, Operations, Maintenance and Development is desired to fulfil the needs. The supplier needs to have the ability to scale up or down their services due to the Purchaser demands.

To be able to deliver to expected outcome the Purchaser requires that the Supplier has an overall domain knowledge and a business understanding of automotive engineering. The Supplier needs to have experience from traditional areas such as mechanical development and product data management but also the ability to meet and support Purchaser's needs and challenges within Autonomous Drive and an increased demand of rapid vehicle software development that requires application and tool support provided within this service object.

## 4. Specific Relations to other key Services and Segments

N:




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## 5. Planned or ongoing transformations or major activities in the area

### 5.1 Transformations

There is an ongoing transformation from traditional maintenance models to agile models for various areas within the Vehicle Software & Installation Service Object.

### 5.2 Major Activities

- Future-PLM to support huge number of software configurations
- Next generation vehicle software tools – Electrical development process is an ongoing program to establish a common toolchain for development of electrical / software features in the vehicle. It will establish a set of products out of the available applications in the area and create a degree of automation between
- Autonomous drive
- Most probably new infrastructure setup and applications

## 6. Requirements

### 6.1 Service in Scope

The Supplier shall conduct all necessary work to provide Vehicle Software & Installation services in accordance with, but not restricted to, the definitions below. Purchaser expects a world class service delivery based on the Supplier best practices.

The Vehicle Software & Installation Product area consists of four ARTs.

1. Software and Hardware Lifecycle Management
2. Electrical and Software Engineering
3. Product Structure and Engineering Tools
4. Software Installation

Vehicle Software and installation focuses on digital capabilities for Vehicle software.

A list of applications within this scope and mapping to above clusters will be documented in a separate file, see *Exhibit 1 - Baseline*.

#### 6.1.1 Software and Hardware Lifecycle Management

Product teams from today's DVHW and PSLM are merged into a new ART with focus on delivering new PLM capabilities and software & hardware lifecycle management primarily realized in Teamcenter

The application landscape consists mainly COTs applications.

N:



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### 6.1.2 Electrical and Software Engineering

Establish global standardized automated tool chains delivering end to end Continuous Integration & Deploy of in-vehicle software. The area focuses the Software Factory (including CI & CD) capabilities, the requirement and MBSE (Model-Based System Engineering) initiatives and the AD capabilities. The application landscape consists of a mix of best-of-breed and in-house developed application. A large part of the development is done closely together with R&D, and it is from an operations point of view still in a development mode.

### 6.1.3 Product Structures and Engineering Tools (PSET)

Product teams from today's PSLM, that primarily are working on current and SPA2 vehicles, and teams from Enabling Tools ART are merged into a new ART with focus on delivering SPA2 configuration, structures and toolchains

### 6.1.4 Software Installation (SWDL)

Software installation ART focuses on the tools that will help download, diagnose the software download through workshops or through OTA(Over The Air) channels. There is an increased focus in analyzing the software download failures and improve the success rate of software downloads to 100% by using the data insights and latest technologies

## 6.2 Context

Applications within this Service Object have an integration or is used by several of our partners and suppliers. The integration is mainly handling engineering data that is shared between the companies. This context is growing together with our growing partnerships. See list below:

- CEVT
- GEELY
- Polestar
- Aurobay
- Other Affiliates

## 6.3 Service Object vision and strategies

### 6.3.1 General

Supplier needs to work closely together with the end users to understand and recognize their needs. Business domain knowledge is vital to be able to support them in their daily work and support the R&D Product streams (agile - new way of working).

For planned transformation and ongoing activities see *5 Planned or ongoing transformations or major activities in the area*.

## 6.4 Specific Requirements

N:



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**6.4.1 Cross Service Object – Vehicle Software & Installation**

ID	Requirement category	Requirement description
1	General	The Supplier personnel shall be Certified on all relevant key technologies and systems managed or used in the delivery.
2	General	The Supplier shall ensure that staff has required business knowledge for the area.
3	General	The Supplier shall have industry best practice knowledge and use for tools, methods and business processes
4	General	The Service Object contains several COTS and SaaS applications from third part suppliers. Most of the agreements of the applications includes support and / or service desk from the third part supplier. The Supplier shall use the support from the third part supplier to fulfill the Purchaser's business needs.

**6.4.2 Specific requirements for Software and Hardware Lifecycle management**

ID	Requirement category	Requirement description
1	Specific for Staff Augmentation	Competence as Front-end/Full-stack developer (e.g. Java, PHP, Angular X, Node.js, Graph DB, Ivory, NetPhantom) with skills in

N:



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		e.g. system analysis/business analysis, Development/DBA, Test/Test Automation and Deploy.
2	Specific	Siemens Teamcenter configuration, administration and customization certified Competence in deployment center and how to set CI/CD tool chains in cooperation with TC
3	Specific	Certified JBoss administration (TC Web server)
4	Specific	Linux and Unix Competence (TC is running on 68 Unix servers)
5	Specific	CAD/PDM Onsite Chinese speaking support in Shanghai

#### 6.4.3 Specific requirements for Electrical and Software Engineering

NA Since entire cluster will work in Staff Aug mode.

#### 6.4.4 Specific requirements for Product Structures and Engineering Tools

NA Since entire cluster will work in Staff Aug mode.

#### 6.4.5 Specific requirements for Software Installation (SWDL)

ID	Requirement category	Requirement description
1	SWED DevOps	Required skills for Automotive Communication protocols, Diagnostic standards ISO 14229, ISO 15765 and ISO 13400, Vectors communication devices, automotive domain knowledge, CANoe/CANalyzer knowledge.
2	SWED DevOps	Required skills for: DELPHI Programming language, Python, Visual C++, VB6, C#, Java script, ASP.net, IIS, Struts, Hybernet, MVC, JQUERY, LINQ, SQL, Oracle DB, Entity framework Data model

N:



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3	SWED DevOps	Knowledge sharing within team to build T shape team.
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## 6.5 Optional services

## 6.6 Services out of scope

N/A

## 6.7 Required Service Improvement

# 7. KPI – PI – Reports

For all KPI/PI/Reports all historical data and trends shall be available

Below mentioned KPIs/PIs/Metrics are not applicable for areas that are in Staff-Aug mode.

## 7.1 KPI's

The following KPIs and corresponding acceptable and target levels, will be reviewed and finalized after a calibration period of 6 months from service commencement date. Once agreed, this section would be updated accordingly.

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Name of document

KPI	Category	Name	KPI Level	Definition	Calculation	How to measure	Acceptable level	Target level	Weightage	Period
1	Attrition (Retention)	Controlled Attrition	Product Area	Control the attrition to right level	Number of people exited / total number of consultants working for VCC in the Operations SO	No. of *EMS cases / total No. of consultants from supplier, reported as monthly rolling average	TBD	TBD	25 %	Yearly
2	Competency	Fulfillment	Product Area	Percentage of positions fulfilled in 6 weeks after the position is informed	No of positions fulfilled in 6 weeks / total number of positions opened to MSA supplier for Operations SO	Position that took more than 6 weeks will not be counted	TBD	TBD	25 %	Yearly and reported Quarterly
3	Innovation	Value creation	Product Area	Total value created to Antartica Bars with different ideas suggested from team	10% of the annual value of the Operations SO contract	Cumulative sum of all the value approved by ANTARTICA PO/PMs	TBD	TBD	25%	Yearly starting from Signing of New contract
4	Operation Efficiencies	% Of Incidents / SR resolution Automated	Product Area	% Ticket automated due to Tools & Automation	(No. of Incident/ SRTickets Automated/Total no. of Tickets) *100	Data captured from SNOW	TBD	TBD	25%	Yearly and reported for Operations

NOTE:

- Innovation and Operation Efficiency KPIs will not be applicable to DevOps teams as these parameters will be driven by product owners of individual DevOps team as part of sprint Pls.

## 7.2 Metrics

N:



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For teams working in DevOps mode, following metrics will be measured and their progress will be tracked.

- **Lead times:** The average amount of time it takes from the time code is checked in, to the point in time when it's deployed to production
- **Deployment frequency:** The number of times deploys to production occur in a time period
- **Mean time to restore:** How long it takes to resolve or rollback an error in production
- **Change fail percentage:** What percentage of changes to production (software releases and configuration changes) fail

## 8. Specification details

### 8.1 Software and Hardware Lifecycle management

Additional capacity requested for DVHW TC System Team at offshore:  
2 Additional FTE needed for year 1. Year 2 onwards only 1 additional FTE needed.

### 8.2 Product Structure and Engineering Tools

Entire PSET cluster will operate in staff-Aug mode.

### 8.3 Electrical and Software Engineering

Entire ELSW cluster will operate in Staff-Aug mode.

### 8.4 Software Installation (SWDL)

Current Ops capacity: 0.5 FTE

- 1 Additional dev capacity of 2 FTEs to be added to the team at onsite, in year 3 of the contract, this additional development capacity will go down by 0.5 FTE.

## 9. Exhibits

- 1) Exhibit 1 - Baseline

Baseline list of all applications included in this Service Object

- 2) Exhibit 2 - Detailed pricing
- 3) Exhibit 3 - Data processing
- 4) Exhibit 4 - Optimization Transformation and One-time Tasks

## 10. Change Log:



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Specification Product Creation

### Signature field

Date: 2022-06-30

Antartica Bar Corporation

Lisa Jonsson

A handwritten signature of Lisa Jonsson.

Knut Sandberg

Knut Sandberg

Knut Sandberg (Jun 30, 2022 12:00 GMT+2)

HCL Technologies Limited

Harshdeep Arora

A handwritten signature of Harshdeep Arora.

Harshdeep Arora (Jun 30, 2022 13:56 GMT+5.5)

## EXHIBIT 1 : Baseline

### VS & I Service Object Specification

24th of June 2022

#### Document revision history

Date	Version	Comment
24-jun-22	1.0	First Version

As per information in Alfabet

Product Area	Cluster name	Product Name	App Id	Application Name	BCA	C,I,A	Delivery model	Lifecycle status	Origin	Using Plant/Site	Comment
Vehicle software & Installation	Software and Hardware Lifecycle management	DVHW System Team	285	TeamCenter	B=122-148	3,1,1	Managed Operations	Core	Cots		
Vehicle software & Installation	Software and Hardware Lifecycle management	Manufacturing PLM	2085	VEDOC	D=67-94	3,1,1	Managed Operations	Core	Custom	Common	
Vehicle software & Installation	Software and Hardware Lifecycle management	DVHW System Team	1110	Start-Standard-SDB	E=41-66	1,1,1	Managed Product	Core	Custom		
Vehicle software & Installation	Software and Hardware Lifecycle management	DVHW System Team	285	TeamCenter	B=122-148	3,1,1	Managed Operations	Core	Cots		
Vehicle software & Installation	Software Installation	SWED	147	VBFConvert	C=95-121	1,1,1	Managed Product	Core	Custom		
Vehicle software & Installation	Software Installation	SWED	148	VBFTool	C=95-121	1,1,1	Managed Product	Core	Custom		
Vehicle software & Installation	Software Installation	SWED	164	BarConfigEdit	C=95-121	1,1,1	Managed Product	Core	Custom		
Vehicle software & Installation	Software Installation	SWED	2050	VBF File Verification Tool	C=95-121	1,1,1	Managed Product	Core	Custom		
Vehicle software & Installation	Software Installation	SWED	2175	Bar Config DB	C=95-121	1,1,1	Managed Product	Core	Custom		
Vehicle software & Installation	Software Installation	SWED	2191	DSA	D=67-94	1,1,1	Managed Product	Core	Custom		

Vehicle software & Installation	Software Installation	SWED	149	GGD-DHA	C=95-121	1,1,1	Managed Product	Core	Custom		
Vehicle software & Installation	Software Installation	SWED	3394	VECS	E=41-66	2,1,1	Managed Product	Emerging	Custom		
Vehicle software & Installation	Software Installation	SWED	4175	OSB	C=95-121	1,1,1	Managed Product	Emerging	Custom		

## Volumetric Baseline

### In case of Transition:

- \* The additional and removed scope tagged in this Exhibit 1: Baseline shall be added to the Transition Project scope.
- \* The required solutions for this new and removed scope along with the commercial impact will be handled through the Change Control Procedure and agreed by the Parties post the Effective Date.
- \* The handling of any further additions or removals to Exhibit 1: Baseline shall be agreed as part of the Transition Project.

Table 1 Service Object	Application Count	Monthly Incidents	Monthly Service Requests	Monthly Problems
NA	NA	NA	NA	NA

Note:

1. Table 1 excludes incidents resolved at L1 service desk or by the Infrastructure support teams.
2. Applications using the Staff Augmentation delivery model are not included in the count in the table 1.
3. The volumetric baselines in Table 1 shall be revalidated during the Transition Project.

Table 2 provides domain wise details for applications categorized under Managed Operations and Managed Product (Classic and DevOps) Delivery Models.

Table 2 Cluster	Application Count	Monthly Incidents	Monthly Service Requests	Monthly Problems
Software and Hardware Lifecycle management	4	204	-	-
Software Installation	9	6	-	-
Grand Total	13	210	0	0

Table 3 provides the Agreed Monthly Capacity for maintenance included in the fixed price as described in Appendix A - paragraph 8.1.3

Table 4 Cluster	Number of maintenace hours
Software and Hardware Lifecycle management	25
Software Installation	10
Total Capacity Hours	35

## Managed capacity baseline

Used for delivery model's "Managed Operation classic", "Managed Operation DevOps" (Appendix A.) regarding any non fixed price & SLA based deliveries.

## 1. ASSESSMENT OF SERVICE OBJECT OPERATIONS CHARGES AND SERVICE LEVELS

- 1.1 For the scope of Applications within a Service Object specification, a assessment of the Operations Charges, using the data included in Exhibit 1 (Baseline) for each respective Service Object, will be executed as set out below in this Section 1.3.
  - 1.2 For Services, where the Operations Charges are based on price per user and/or price per Utilized Unit, no baselining shall be accepted.

1.3 For Operations support ticket volumes (Incidents, Problems and Service Requests), the assessment process will be as follows:

1.3.1 During the Transition and ninety (90) Days from the Commencement Date ("Assessment Period") of each Service Object, the Supplier will with respect to the volumes in Exhibit 1 (Baseline), conduct an assessment to verify whether such volumes are accurate.

1.4 For Services that were delivered by the Supplier prior the Transition, no assessment shall be undertaken. The impact of all Change Notes that have been agreed between Parties from the date of the Baseline data as stated in Exhibit 1 until the Commencement Date for each Service Object shall be incorporated into this Agreement.

1.4.1 For Services that were not delivered by the Supplier prior to the Transition, the baseline data and the result of the assessment shall be calculated as the average volumes using the data as set out in Exhibit 1 (Baseline) for that Service Object, compared with the monthly volumes measured during the Assessment Period. The Supplier will share the outcome with the Purchaser on an ongoing basis and the final result within twenty (20) Business Days from end of Assessment Period.

1.4.2 Should the ticket volume increase/decrease be greater than a deadband of ten (10) percent for a specific Service Object, the Supplier shall analyse why the volumes are materially higher than those stated in Exhibit 1 of the Service Object. The Supplier shall prepare a report for the Purchaser detailing the potential causes for such materially higher volumes. The Parties shall then review and agree a remediation plan, which can include adjustment to Service Levels and/or Service Charges.

1.4.3 Should the Parties not agree on the remediation plan, the Purchaser is obliged to accept 1.4.4, 1.4.5 and 1.4.6 below.

1.4.4 A nominal ticket price shall be calculated by dividing the monthly Operations Charges for the relevant Service Object with the average monthly volumes, using the data as set out in Exhibit 1 (Baseline), for the same Service Object.

1.4.5 After the establishment of the actual volumes during the Assessment Period, the Operations Charges for such Service Object shall, to the extent the difference with the baseline volume is greater than the deadband of ten (10) percent, be increased or decreased by an amount equal to the actual volume beyond the deadband of ten (10) percent - as established during the Joint Verification Period – multiplied with the agreed nominal volume price.

1.4.6 Any change to the Operations Charges per Service Object shall be implemented and a new version of Exhibit 2 (Pricing) for that Service Object shall be created by the Supplier to consider the impact of the Joint Verification. For any change to Operations Charges resulting from joint verification of a Service Object, at least the same year on year productivity/ price reduction percentage of the overall Operations Charges for that Service Object as set out in Exhibit 2 shall be applied.





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## Exhibit 2 - Pricing

Under the Service specification for Service Object  
*Vehicle Software & Installation*

Confidential

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## 1. Introduction

This Exhibit is part of the Master Services Agreement between the Purchaser and the Supplier and stipulates the pricing and any special terms applicable to the Services be performed in accordance to the Service Specification for Service Object ***Vehicle Software & Installation***.

## 2. Applicability

This Exhibit 2 applies only to the Service Specification as per the term of services mentioned below.

Service	Commencement Date	Term of Service	End Date of the term
Transition Services as per Exhibit 5 – Transition Plan	N/A	N/A	N/A
Services as per the Service Specification	2022-09-01	40 months	2025-12-31

## 3. Transition Services cost

The agreed costs along with the payment milestones for Transition Services as per Exhibit 5 – Transition Plan are set out in the table below.

Milestone Description	Milestone Invoice Date	Cost (USD)
“Any key milestone”	N/A	N/A
End of Service Transition	N/A	N/A
<b>Total</b>	<b>Total</b>	<b>N/A</b>

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## 4. Operations cost

4.1 The agreed monthly costs for the Services are set out in the table below. All costs are in USD.

<b>Month</b>	<b>Monthly Cost (USD) including Total Bonus Value</b>
September 2022	\$ 135,183.36
October 2022	\$ 135,183.36
November 2022	\$ 135,183.36
December 2022	\$ 135,183.36
<b>Total September 2022 – December 2022</b>	<b>\$ 540,733.43</b>
January 2023	\$ 135,183.36
February 2023	\$ 135,183.36
March 2023	\$ 135,183.36
April 2023	\$ 135,183.36
May 2023	\$ 135,183.36
June 2023	\$ 135,183.36
July 2023	\$ 135,183.36
August 2023	\$ 135,183.36
September 2023	\$ 131,079.36
October 2023	\$ 131,079.36
November 2023	\$ 131,079.36
December 2023	\$ 131,079.36
<b>Total January 2023 – December 2023</b>	<b>\$ 1,605,784.29</b>
January 2024	\$ 131,079.36
February 2024	\$ 131,079.36
March 2024	\$ 131,079.36
April 2024	\$ 131,079.36
May 2024	\$ 131,079.36
June 2024	\$ 131,079.36
July 2024	\$ 131,079.36

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August 2024	\$ 131,079.36
September 2024	\$ 125,007.36
October 2024	\$ 125,007.36
November 2024	\$ 125,007.36
December 2024	\$ 125,007.36
<b>Total January 2024 – December 2024</b>	<b>\$ 1,548,664.29</b>
January 2025	\$ 125,007.36
February 2025	\$ 125,007.36
March 2025	\$ 125,007.36
April 2025	\$ 125,007.36
May 2025	\$ 125,007.36
June 2025	\$ 125,007.36
July 2025	\$ 125,007.36
August 2025	\$ 125,007.36
September 2025	\$ 125,007.36
October 2025	\$ 125,007.36
November 2025	\$ 125,007.36
December 2025	\$ 125,007.36
<b>Total January 2025 – December 2025</b>	<b>\$ 1,500,088.29</b>

4.2        Unit cost – Not applicable

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4.3 The estimated Monthly Costs for the Managed Capacity are set out in the table below. The estimated Monthly Cost are calculated based on the roles and volumes defined in Exhibit 1 (Baseline) to this Service Object and the hourly rates defined in Exhibit A to Appendix L (Rate card). If any conflict between the table below and the Exhibit 1 and the Exhibit A to Appendix L, then the Exhibit 1 and the Exhibit A to Appendix L will prevail.

<b>Month</b>	<b>Estimated Monthly Cost (USD) for Managed Capacity</b>
September 2022	\$ 1,063,943.93
October 2022	\$ 1,063,943.93
November 2022	\$ 1,063,943.93
December 2022	\$ 1,063,943.93
<b>Total September 2022 – December 2022</b>	<b>\$ 4,255,775.72</b>
January 2023	\$ 1,063,943.93
February 2023	\$ 1,063,943.93
March 2023	\$ 1,063,943.93
April 2023	\$ 1,063,943.93
May 2023	\$ 1,063,943.93
June 2023	\$ 1,063,943.93
July 2023	\$ 1,063,943.93
August 2023	\$ 1,063,943.93
September 2023	\$ 1,054,029.25
October 2023	\$ 1,054,029.25
November 2023	\$ 1,054,029.25
December 2023	\$ 1,054,029.25
<b>Total January 2023 – December 2023</b>	<b>\$ 12,727,668.45</b>
January 2024	\$ 1,054,029.25
February 2024	\$ 1,054,029.25
March 2024	\$ 1,054,029.25
April 2024	\$ 1,054,029.25
May 2024	\$ 1,054,029.25
June 2024	\$ 1,054,029.25

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July 2024	\$ 1,054,029.25
August 2024	\$ 1,054,029.25
September 2024	\$ 1,044,114.58
October 2024	\$ 1,044,114.58
November 2024	\$ 1,044,114.58
December 2024	\$ 1,044,114.58
<b>Total January 2024 – December 2024</b>	<b>\$ 12,608,692.35</b>
January 2025	\$ 1,044,114.58
February 2025	\$ 1,044,114.58
March 2025	\$ 1,044,114.58
April 2025	\$ 1,044,114.58
May 2025	\$ 1,044,114.58
June 2025	\$ 1,044,114.58
July 2025	\$ 1,044,114.58
August 2025	\$ 1,044,114.58
September 2025	\$ 1,044,114.58
October 2025	\$ 1,044,114.58
November 2025	\$ 1,044,114.58
December 2025	\$ 1,044,114.58
<b>Total January 2025 – December 2025</b>	<b>\$ 12,529,374.94</b>

## 5. Total Bonus Value

The Service Bonus Model and the calculation of the Bonus Value is defined in Appendix F, Section 5. The Total Bonus Value for this Service is defined as:

- As 4% of the Monthly Cost, defined in Section 4.1 above. (i.e. the Total Bonus Value is the span between 96% – 100% of the Monthly Cost)

## 6. Invoicing Terms

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The invoicing and payment terms monthly retroactive, as set out in Appendix L to the Agreement, will apply.

## 7. Special terms

1. The above pricing is based on the application count and incident baseline volume as described in Exhibit 1 - Baseline\_2022\_VS&I
2. Service Bonus is applicable for fixed spend deliveries
3. Calibration period: Antartica Bars and HCL agree to a 6-month calibration period for arriving at acceptable and target service level for all KPIs including Resources fulfillment & attrition KPIs. These recalibrated levels are to be jointly agreed at the product area level and discussions supported by VE lead & procurement
4. For Attrition KPI measurement it will be only applicable for designated & dedicated resources working for fixed delivery
5. The following roles and rate bard have been mapped to the DEV capacity. For each DEV, role the mapping and appropriate rate would be mutually discussed and agreed before onboarding

Role	Competence	Sweden SEK/h	Belgium EUR/h	Charleston USD/h	Shanghai RMB/h	India USD/h
Agile Coach	Competent	1,032.47	NA	NA	NA	36.75
Agile Coach	Proficient	1,203.09	NA	NA	NA	43.94
Agile Coach	Expert	1,801.68	NA	NA	NA	60.02
Application Technology	Novice	683.69	NA	NA	NA	15.54
Application Technology	Advance Beginner	800.00	75.00	90.00	300.00	21.00
Application Technology	Competent	893.17	90.00	100.00	350.00	28.37
Application Technology	Proficient	998.77	102.72	115.50	410.74	36.75
Application Technology	Expert	1,085.14	120.00	144.37	513.42	38.30
Architect, Infrastructure	Competent	803.05	71.93	92.46	425.00	31.14
Architect, Infrastructure	Proficient	1,003.81	89.92	114.42	525.00	38.92
Architect, Infrastructure	Expert	1,355.14	121.00	150.00	750.00	52.54
Architect, Software	Competent	1,030.93	95.00	110.46	395.96	38.00
Architect, Software	Proficient	1,288.66	120.00	130.00	450.00	65.00
Architect, Software	Expert	1,739.69	140.00	189.77	668.18	65.00
Automation Tester	Novice	690.39	NA	NA	NA	20.00
Automation Tester	Advance Beginner	719.98	NA	NA	NA	22.00
Automation Tester	Competent	803.81	85.00	100.00	380.31	27.00
Automation Tester	Proficient	1,004.76	110.00	130.00	460.00	40.08

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<b>Exhibit 2 - Pricing</b>			<b>9 (10)</b>
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Automation Tester	Expert	1,356.43	150.00	180.47	628.50	54.11
Business Analyst	Expert	1,652.28	156.97	210.00	707.81	68.19
Business Analyst (strategy/process oriented)	Expert	1,657.00	157.00	215.00	707.81	68.19
Business Intelligence Engineer	Expert	1,652.28	156.97	215.00	650.00	68.19
CAD/PLM Developer	Novice	719.98	NA	NA	NA	15.20
CAD/PLM Developer	Advance Beginner	803.81	NA	NA	NA	30.57
CAD/PLM Developer	Competent	838.29	90.00	112.46	400.00	36.75

CAD/PLM Developer	Proficient	1,047.86	115.00	140.57	450.00	39.50
CAD/PLM Developer	Expert	1,414.61	150.00	189.00	550.50	62.00
Data Engineer	Expert	2,053.89	200.00	225.00	750.00	62.00
Dev Ops Engineer	Novice	719.98	NA	NA	NA	24.91
Dev Ops Engineer	Advance Beginner	803.81	NA	NA	NA	29.40
Dev Ops Engineer	Competent	838.29	90.00	111.33	410.09	36.96
Dev Ops Engineer	Proficient	1,047.86	115.00	135.00	463.96	57.75
Dev Ops Engineer	Expert	1,414.61	155.00	189.00	626.35	77.96
Digital Architect	Expert	1,652.28	157.00	219.00	662.93	78.04
Engineer - Legacy	Expert	1,280.65	130.00	200.00	690.45	47.84
Engineer - Middleware/Database	Expert	986.63	87.74	154.50	549.41	43.97
Full Stack Developer .net/java	Novice	803.83	NA	NA	NA	24.91
Full Stack Developer .net/java	Advance Beginner	838.29	NA	NA	NA	30.00
Full Stack Developer .net/java	Competent	892.14	100.00	118.01	401.00	36.75
Full Stack Developer .net/java	Proficient	1,115.17	120.45	149.00	501.83	46.20
Full Stack Developer .net/java	Expert	1,505.48	160.45	201.15	677.48	65.00
iSeries Technical Specialist	Competent	719.69	65.78	78.75	251.74	26.25
iSeries Technical Specialist	Proficient	899.61	82.22	97.45	314.67	32.81
iSeries Technical Specialist	Expert	1,214.47	111.00	132.89	424.81	44.30
PLM Architect	Proficient	992.27	100.00	130.00	475.15	36.75
PLM Architect	Expert	1,339.56	130.00	177.19	609.28	49.61
Product Creation Application Engineering	Competent	838.92	NA	NA	NA	27.30
Product Creation Application Engineering	Proficient	1,048.65	NA	NA	NA	34.13
Product Creation Application Engineering	Expert	1,415.67	NA	NA	NA	46.07
Product Manager	Expert	1,971.65	NA	NA	NA	74.77
Product Owner	Expert	2,205.14	NA	NA	NA	69.97

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<b>Exhibit 2 - Pricing</b>			<b>10 (10)</b>			
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Issuer <b>Antartica Bars Corporation</b>			Exhibit <b>2</b>			
Project/Program Manager	Expert	2,200.14	165.55	225.00	850.00	69.97
RTE	Expert	974.23	NA	NA	NA	39.97
Scrum Master	Expert	2,000.00	155.25	225.65	800.98	65.00
Software Engineer	Expert	1,171.39	120.00	142.88	503.67	68.19
Software Engineer - Legacy	Expert	1,215.52	125.63	160.46	606.77	45.00
Testing	Competent	596.69	70.57	79.38	275.00	20.97
Testing	Proficient	745.87	84.00	98.23	353.53	26.21
Testing	Expert	1,006.92	110.00	133.95	477.27	35.00
User Interface/Experience	Competent	1,218.04	145.00	150.00	525.00	32.00
User Interface/Experience	Advanced Beginner	1,143.51	NA	NA	NA	21.02
User Interface/Experience	Proficient	1,522.55	170.00	175.00	625.00	43.96
User Interface/Experience	Expert	2,100.03	225.00	250.00	850.00	62.00
Visual Designer	Competent	1,199.95	NA	NA	NA	36.00
Visual Designer	Proficient	1,500.00	NA	NA	NA	44.96
Visual Designer	Expert	2,100.03	NA	NA	NA	62.00



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Issuer <b>Antartica Bars Corporation</b>	Exhibit <b>2</b>

## 6. Contact persons

Purchaser's key commercial contact for the Service(s) will be:

Lisa Jonsson ([lisa.jonsson@Antarticabars.com](mailto:lisa.jonsson@Antarticabars.com)) - +46 72 88 70607

Supplier's key commercial contact for the Service(s) will be:

Sachidanand Menon ([sachidanand.menon@hcl.com](mailto:sachidanand.menon@hcl.com))- +46 73 57 40571



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## Exhibit 4

### **Under the Service specification for Service Object Vehicle Software and Installation**

Regarding: Optimisations, Transformation and one-time tasks

Confidential

Date: 2022-06-28



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Name of document	Page	
Optimisation, transformation and one-time tasks		2 (3)
Type of document	Security class: Confidential	Issue 1.0 Date 2022-06- 28
Issuer		Exhibit

## Contents

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3. Transformation .....  
3



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Optimisation, transformation and one-time tasks		3 (3)
Type of document	Security class: Confidential	Issue 1.0  Date 2022-06- 28
Issuer		Exhibit

## 1. General

This Exhibit is a part of the Master Services Agreement between the Purchaser and the Supplier. The document details tasks that can or will be performed by the Supplier and that is of a one-time nature. It outlines the different Optimisation tasks the Supplier plans to perform as well as the offered Transformation ideas. Finally it contains tasks of a one-time nature but that for some reason is not part of the Transition.

It shall not in any way be interpreted as exempting the Supplier from performing the necessary actions to fulfil all requirements in the Service Object Service Specification. If there is a conflict between this Exhibit and the overarching view of the Delivery in the Service Object Service Specification, the Service Object Service Specification shall prevail.

## 2. Optimisation

The Supplier shall list all Optimisation activities that are to be performed by the Supplier. The purpose of the list is to make the Purchaser aware of the planned activities and make it possible for the Purchaser to follow up these activities.

For planned Optimization activities, If any, please refer section section 5 of the Service Object Specification for Vehicle Software and Installation.

## 3. Transformation

The Supplier shall include a description of all Transformation activities offered by the Supplier in their bid. N.B. this list is only containing the offered Transformation activities as options for the Purchaser and do not constitute any agreement by the Purchaser to start any of the activities. All activities shall be separately started and ordered by the Purchaser.

For planned transformation activities, If any, please refer section section 5 of the Service Object Specification for Vehicle Software and Installation.

# VS&I - Service Object Specification

Final Audit Report

2022-06-30

Created: 2022-06-29  
By: Lisa Jonsson (LJONSS12@Antarticabars.com)  
Status: Signed  
Transaction ID: CBJCHBCAABAAfITNtLyQFrezxWsS08Abxz\_2xs3mspmn

## "VS&I - Service Object Specification" History

-  Document created by Lisa Jonsson (LJONSS12@Antarticabars.com)  
2022-06-29 - 20:09:39 GMT - IP address: 92.32.76.4
-  Document e-signed by Lisa Jonsson (LJONSS12@Antarticabars.com)  
Signature Date: 2022-06-29 - 20:12:28 GMT - Time Source: server- IP address: 92.32.76.4
-  Document emailed to Harshdeep Arora (harshdeep.arora@hcl.com) for signature  
2022-06-29 - 20:12:30 GMT
-  Email viewed by Harshdeep Arora (harshdeep.arora@hcl.com)  
2022-06-30 - 08:26:00 GMT- IP address: 104.47.110.62
-  Document e-signed by Harshdeep Arora (harshdeep.arora@hcl.com)  
Signature Date: 2022-06-30 - 08:26:21 GMT - Time Source: server- IP address: 192.8.192.50
-  Document emailed to knut.sandberg@Antarticabars.com for signature  
2022-06-30 - 08:26:24 GMT
-  Email viewed by knut.sandberg@Antarticabars.com  
2022-06-30 - 08:59:58 GMT- IP address: 194.218.10.149
-  Document e-signed by Knut Sandberg (knut.sandberg@Antarticabars.com)  
Signature Date: 2022-06-30 - 10:00:45 GMT - Time Source: server- IP address: 194.218.10.149
-  Agreement completed.  
2022-06-30 - 10:00:45 GMT





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## Service Object Specification Warranty

Confidential

Date: 2022-06-28

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**Service Object Specification Warranty**

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Issuer Antartica Bars - Online Engineering		Page <b>2 (11)</b>	

**Document revision history**

<b>Date</b>	<b>Version</b>	<b>Major/minor change</b>	<b>Comment</b>
2021-12-22	1.0	Major	Scope of Service Specification for sourcing 2022




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## Service Object Specification Warranty

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## Service Object Specification Warranty

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## 1. Introduction

This Service Specification is a part of the Master Services Agreement between the Purchaser and the Supplier and stipulates the Services that the Supplier shall deliver to the Purchaser within the Service Object.

### 1.1 Contact persons

Supplier has appointed the following roles as contact persons

Supplier technical contact role (At the Commencement of the agreement this role will be held by:  
Apparao Malla Nooka, [MNooka.Apparao@Antarticabars.com](mailto:MNooka.Apparao@Antarticabars.com), +46 76 329 4021

Supplier commercial contact role (At the Commencement of the agreement this role will be held by:  
Sachidanand Menon, [Sachidanand.Menon@hcl.com](mailto:Sachidanand.Menon@hcl.com), +46 735 740 571

The Purchaser has appointed the following roles as contact persons

Purchaser technical contact role: Product Area Lead if nothing else is agreed. At the Commencement of the agreement this role will be held by:

Monica Nilsson, [monica.nilsson@Antarticabars.com](mailto:monica.nilsson@Antarticabars.com), +46 733 331 692

Purchaser commercial contact role At the Commencement of the agreement this role will be held by:

Lisa Jonosson, [lisa.jonsson@Antarticabars.com](mailto:lisa.jonsson@Antarticabars.com) , +46 728870607

## 2. Introduction to the Services

### 2.1 General Information

Transformation plans for the Service Object will be set up jointly between the Supplier and the Purchaser based on input from the Supplier.

### 2.2 Overall Scope of the Service Object

This Service Object Specification is limited to Warranty domain.

N



## Service Object Specification Warranty

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## 3. Expected outcome from the Service Object

Antartica Bars is a growing company and need to be prepared for future challenges and new technologies. To be able to meet todays and future requirements for this Service Object there is a need to have a partnership that can provide agile and scalable Support, Maintenance, Operations, Analytics and Development.

The Service Object must be scalable and continue as a product-oriented organization setup.

## 4. Specific Relations to other key Services and Segments

- Legacy hosting (iSeries)
- 

## 5. Planned or ongoing transformations or major activities in the area

### 5.1 Transformations

The Supplier identifies the following transformation opportunities within Antarctica Bars QW90/Regress area.

#### **System availability:**

The Supplier recommends the following.

- Move from batch orientation to on-line interfaces to up- and downstream systems
- Review existing integrations and consolidate where applicable

#### **Modernization:**

The Supplier recommends the following.

- Enable modern GUI on the IBM i platform
- Implement query/report functionality with direct access for end-users
- Convert and/or adapt code for use with latest version of tools




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## Service Object Specification Warranty

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## 6. Requirements

### 6.1 Service in Scope

The Supplier shall conduct all necessary work to provide services in accordance with, but not restricted to, the definitions below. The purchaser expects a world class service delivery based on the Supplier best practices.

#### 6.1.1 Warranty

Warranty product area focuses on the products within the Warranty portfolio. Warranty has the following three applications:

- QW90 (*multiple instances, see 6.2 Context*)
- Regress
- VSTG

#### 6.1.2 QW90

QW90 is a system for claim handling and quality/warranty reporting and follow up used by Antartica sales companies and Antartica Bar Corporation. According to the business commitment QW90 is not a one-time deal, but system development will be barried out continuously.

#### 6.1.3 Regress

Regress/Supplier recovery is responsible for the Supplier charge back process for warranty costs incurred by ANTARTICA for Vehicle Field Warranties according to the warranty condition agreements between ANTARTICA and Supplier.



### Service Object Specification Warranty

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The process generally operates by extrapolation of warranty information and technical analysis of samples of Goods subject to warranty repairs. The aim of Supplier Recovery is to provide Suppliers with technical and economic information to be used as a means of obtaining the right quality level on the products supplied to Antarctica Bars.

#### 6.1.4 VSTG

VSTG (VST Production) system supports time studies, setting up of complete operations, translations and printing of VST (Antartica Standard Times) publications, electronic distribution to sales companies and administration of VST information

## 6.2 Context

Applications within this Service Object are distributed, major markets having their own instances and smaller markets sharing a common installation See list below:

In MSA agreement with local adaptations	NOT in agreement, only receiving core support.
QW90 Germany DE	QW90 Nordic SE
QW90 Australia AU	QW90 Nordic NO
VCUSA:QW90 US	QW90 Nordic DK
QW90 Taiwan TW	QW90 Nordic FI
QW90 Central	QW90 England UK/IE
QW90 Multi Market	QW90 Italy IT

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<b>QW90 Austria AT</b>				<b>QW90 Schweiz CH</b>
<b>QW90 China CN</b>				<b>QW90 Japan JP</b>
<b>QW90 Belgium BE</b>				
<b>QW90 Netherlands NL</b>				
<b>QW90 Canada CA</b>				
<b>QW90 Mexico MX</b>				
<b>QW90 France FR</b>				
<b>QW90 Spain ES</b>				
<b>QW90 Portugal PT</b>				
<b>Regress</b>				
<b>VSTG</b>				

## 6.3 Service Object vision and strategies

### 6.3.1 General

Supplier needs to work closely together with the end users to understand and recognize their needs. Business domain knowledge is vital to be able to support them in their daily work.

For planned transformation and ongoing activities see *5 Planned or ongoing transformations or major activities in the area*.

## 6.4 Specific Requirements



## Service Object Specification Warranty

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### 6.4.1 Warranty

ID	Requirement category	Requirement description
1	Specific	Delivery model for Warranty shall be <b>Managed Product DevOps</b> .

### 6.5 Optional services

N/A

### 6.6 Services out of scope

N/A

### 6.7 Required Service Improvement

Method and technique awareness and support for iSeries from Vendor center of excellence.

## 7. KPI – PI – Reports

For all KPI/PI/Reports all historical data and trends shall be available.



### Service Object Specification Warranty

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## 7.1 KPIs

The following KPIs and corresponding acceptable and target levels, will be reviewed and finalized after a calibration period of 6 months from service commencement date. Once agreed, this section would be updated accordingly.

KPI	Category	Name	KPI Level	Definition	Calculation	How to measure	Acceptable level	Target level	Weightage	Period
1	Attrition (Retention)	Controlled Attrition	Product Area	Control the attrition to right level	Number of people exited / total number of consultants working for ANTARTICA in Operations	No. of *EMS cases / total No. of consultants from supplier, reported as monthly rolling average	TBD	TBD	25 %	Yearly
2	Competency	Fulfillment	Product Area	Percentage of positions fulfilled in 6 weeks after the position is informed	No of positions fulfilled in 6 weeks / total number of positions opened to MSA supplier for Operations	Position that took more than 6 weeks will not be counted	TBD	TBD	25 %	Yearly and reported Quarterly
3	Innovation	Value creation	Product Area	Total value created to Antartica Bars with different ideas suggested from team	10% of the annual value of the Operations contract	Cumulative sum of all the value approved by ANTARTICA PO/PMs	TBD	TBD	25%	Yearly starting from Signing of New contract

## Service Object Specification Warranty



4	Operation Efficiencies	% Of Incidents / SR resolution Automated	Product Area	% Ticket automated due to Tools & Automation	(No. of Incident/SRTickets Automated/Total no. of Tickets)*100	Data captured from SNOW	TBD	TBD	25%	Yearly and reported for Operations
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Antartica Bar Corporation

Lisa Jonsson

Monica Nilsson

Monica Nilsson

Monica Nilsson (Jun 30, 2022 11:07 GMT+2)

HCL Technologies Limited

Harshdeep Arora

Harshdeep Arora (Jun 30, 2022 13:59 GMT+5.5)

Signature field

Date: 2022-06-30

## EXHIBIT 1 : Baseline

### Warranty

28th of June 2022

#### Document revision history

Date	Version	Comment
2022-06-28	v1.0	Initial version

KIF No: 343222

As per information in Alfabet

Ordering & Service Operations	Service Operation	Warranty	365	QW90 Germany DE	D=67-94	2,1,1	Managed Product				
Ordering & Service Operations	Service Operation	Warranty	545	QW90 Australia AU		2,1,1	Managed Product				
Ordering & Service Operations	Service Operation	Warranty	617	VSTG - Antarctica Standard Times Guide	C=95-121	1,2,1	Managed Product				
Ordering & Service Operations	Service Operation	Warranty	631	QW90 Core	B=122-148	2,3,1	Managed Product				
Ordering & Service Operations	Service Operation	Warranty	710	Regress	D=67-94	1,1,1	Managed Product				
Ordering & Service Operations	Service Operation	Warranty	1825	VCUSA:QW90 US	B=122-148	2,3,1	Managed Product				
Ordering & Service Operations	Service Operation	Warranty	1901	QW90 Taiwan TW		2,3,1	Managed Product				
Ordering & Service Operations	Service Operation	Warranty	3026	QW90 Central	B=122-148	2,3,1	Managed Product				
Ordering & Service Operations	Service Operation	Warranty	3040	QW90 Multi Market	B=122-148	2,3,1	Managed Product				
Ordering & Service Operations	Service Operation	Warranty	3041	QW90 Austria AT	B=122-148	2,3,1	Managed Product				
Ordering & Service Operations	Service Operation	Warranty	3042	QW90 China CN	B=122-148	2,3,1	Managed Product				

Ordering & Service Operations	Service Operation	Warranty	3538	QW90 Belgium BE			Managed Product				
Ordering & Service Operations	Service Operation	Warranty	3539	QW90 Netherlands NL			Managed Product				
Ordering & Service Operations	Service Operation	Warranty	3624	QW90 Canada CA			Managed Product				
Ordering & Service Operations	Service Operation	Warranty	3627	QW90 Mexico MX			Managed Product				
Ordering & Service Operations	Service Operation	Warranty		QW90 France FR			Managed Product				
Ordering & Service Operations	Service Operation	Warranty		QW90 Spain ES			Managed Product				
Ordering & Service Operations	Service Operation	Warranty		QW90 Portugal PT			Managed Product				

Product Area	Cluster name	Product Name	App Id	Application Name	BCA	C,I,A	Delivery model	Lifecycle status	Origin	Using Plant/Site	Comment
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KIF No: 343222

## Volumetric Baseline

## In case of Transition:

- \* The additional and removed scope tagged in this Exhibit 1: Baseline shall be added to the Transition Project scope.
- \* The required solutions for this new and removed scope along with the commercial impact will be handled through the Change Control Procedure and agreed by the Parties post the Effective Date.
- \* The handling of any further additions or removals to Exhibit 1: Baseline shall be agreed as part of the Transition Project.

Table 1 Service Object	Application Count	Monthly Incidents	Monthly Service Requests	Monthly Problems

Note:

1. Table 1 excludes incidents resolved at L1 service desk or by the Infrastructure support teams.
2. Applications using the Staff Augmentation delivery model are not included in the count in the table 1.
3. The volumetric baselines in Table 1 shall be revalidated during the Transition Project.

Table 2 provides domain wise details for applications categorized under Managed Operations and Managed Product (Classic and DevOps) Delivery Models.

Table 2 Cluster	Application Count	Monthly Incidents	Monthly Service Requests	Monthly Problems
QW90	16	50	67	0
Rgress	1	0	0	0
VSTG	1	0	0	0
Grand Total	18	50	67	0

Table 3 provides the Agreed Monthly Capacity for maintenance included in the fixed price as described in Appendix A - [paragraph 20.2](#)

Table 4 Cluster	Number of maintenace hours
Total Capacity Hours	0

KIF No: 343222

## M anaged capacity baseline

Used for delivery model's " M anaged O peration classic" , " M anaged O peration D evo ps" (Appendix A.) regarding any non fixed price & SLA based deliveries.

Product Cluster/Service (For information and mapping only)	Role (As specified in Appendix L)	Proficiency level (As specified in Appendix L)	Specific competence description (Specific Technology)	" Key competence" (As defined in Appendix A)	Offshore FTE	Onsite FTE	Comment
Warranty	Developer	Expert	AS400, RPG/400, RPGLE, CL/400, SQL, Synon/Cool2E	Yes	3	3	
Warranty	Scrum Master	Proficient	SAFe Agilist, SCRUM	Yes	1		
Warranty	Developer	Proficient	AS400, RPGLE, CL/400, SQL	No	1		
Warranty	Support	Proficient	AS400, RPGLE, SQL	Yes	2	2	
Warranty	Support	Proficient	AS400, Turnover	Yes		1	
Warranty	Support	Competent	AS400, RPG/400, RPGLE, CL/400, SQL	No	2		
Warranty	Support	Advanced Beginner	AS400, RPGLE, CL/400	No	2		

KIF No: 343222

### 1. ASSESSMENT OF SERVICE OBJECT OPERATIONS CHARGES AND SERVICE LEVELS

1.1 For the scope of Applications within a Service Object specification, a assessment of the Operations Charges, using the data included in Exhibit 1 (Baseline) for each respective Service Object, will be executed as set out below in this Section 1.3.

1.2 For Services, where the Operations Charges are based on price per user and/or price per Utilized Unit, no baselining shall be accepted.

1.3 For Operations support ticket volumes (Incidents, Problems and Service Requests), the assessment process will be as follows:

1.3.1 During the Transition and ninety (90) Days from the Commencement Date ("Assessment Period") of each Service Object, the Supplier will with respect to the volumes in Exhibit 1 (Baseline), conduct an assessment to verify whether such volumes are accurate.

1.4 For Services that were delivered by the Supplier prior the Transition, no assessment shall be undertaken. The impact of all Change Notes that have been agreed between Parties from the date of the Baseline data as stated in Exhibit 1 until the Commencement Date for each Service Object shall be incorporated into this Agreement.

1.4.1 For Services that were not delivered by the Supplier prior to the Transition, the baseline data and the result of the assessment shall be calculated as the average volumes using the data as set out in Exhibit 1 (Baseline) for that Service Object, compared with the monthly volumes measured during the Assessment Period. The Supplier will share the outcome with the Purchaser on an ongoing basis and the final result within twenty (20) Business Days from end of Assessment Period.

1.4.2 Should the ticket volume increase/decrease be greater than a deadband of ten (10) percent for a specific Service Object, the Supplier shall analyse why the volumes are materially higher than those stated in Exhibit 1 of the Service Object. The Supplier shall prepare a report for the Purchaser detailing the potential causes for such materially higher volumes. The Parties shall then review and agree a remediation plan, which can include adjustment to Service Levels and/or Service Charges.

1.4.3 Should the Parties not agree on the remediation plan, the Purchaser is obliged to accept 1.4.4, 1.4.5 and 1.4.6 below.

1.4.4 A nominal ticket price shall be calculated by dividing the monthly Operations Charges for the relevant Service Object with the average monthly volumes, using the data as set out in Exhibit 1 (Baseline), for the same Service Object.

1.4.5 After the establishment of the actual volumes during the Assessment Period, the Operations Charges for such Service Object shall, to the extent the difference with the baseline volume is greater than the deadband of ten (10) percent, be increased or decreased by an amount equal to the actual volume beyond the deadband of ten (10) percent - as established during the Joint Verification Period – multiplied with the agreed nominal volume price.

1.4.6 Any change to the Operations Charges per Service Object shall be implemented and a new version of Exhibit 2 (Pricing) for that Service Object shall be

created by the Supplier to consider the impact of the Joint Verification. For any change to Operations Charges resulting from joint verification of a

Service Object, at least the same year on year productivity/ price reduction percentage of the overall Operations Charges for that Service Object as set

out in Exhibit 2 shall be applied. KIF No: 343222





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## Exhibit 2 - Pricing

Under the Service specification for Service Object  
*Service Operations-Warranty*

Confidential

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## 1. Introduction

This Exhibit is part of the Master Services Agreement between the Purchaser and the Supplier and stipulates the pricing and any special terms applicable to the Services be performed in accordance to the Service Specification for Service Object **Service Operation-Warranty**

## 2. Applicability

This Exhibit 2 applies only to the Service Specification as per the term of services mentioned below.

Service	Commencement Date	Term of Service	End Date of the term
Transition Services as per Exhibit 5 – Transition Plan	N/A	N/A	N/A
Services as per the Service Specification	2022-09-01	40 months	2025-12-31

## 3. Transition Services cost

The agreed costs along with the payment milestones for Transition Services as per Exhibit 5 – Transition Plan are set out in the table below.

Milestone Description	Milestone Invoice Date	Cost (USD)
“Any key milestone”	N/A	N/A
End of Service Transition	N/A	N/A
<b>Total</b>	<b>Total</b>	<b>N/A</b>

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## 4. Operations cost

4.1 The agreed monthly costs for the Services are set out in the table below. All costs are in USD.

Month	Monthly Cost (USD) including Total Bonus Value
September 2022	\$37,375.01
October 2022	\$37,375.01
November 2022	\$37,375.01
December 2022	\$37,375.01
<b>Total September 2022 – December 2022</b>	<b>\$149,500.04</b>
January 2023	\$37,375.01
February 2023	\$37,375.01
March 2023	\$37,375.01
April 2023	\$37,375.01
May 2023	\$37,375.01
June 2023	\$37,375.01
July 2023	\$37,375.01
August 2023	\$37,375.01
September 2023	\$36,643.01
October 2023	\$36,643.01
November 2023	\$36,643.01
December 2023	\$36,643.01
<b>Total Januray 2023 – December 2023</b>	<b>\$445,572.13</b>
January 2024	\$36,643.01
February 2024	\$36,643.01
March 2024	\$36,643.01
April 2024	\$36,643.01
May 2024	\$36,643.01
June 2024	\$36,643.01

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July 2024	\$36,643.01
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August 2024	\$36,643.01
September 2024	\$35,911.01
October 2024	\$35,911.01
November 2024	\$35,911.01
December 2024	\$35,911.01
<b>Total January 2024 – December 2024</b>	<b>\$436,788.13</b>
January 2025	\$35,911.01
February 2025	\$35,911.01
March 2025	\$35,911.01
April 2025	\$35,911.01
May 2025	\$35,911.01
June 2025	\$35,911.01
July 2025	\$35,911.01
August 2025	\$35,911.01
September 2025	\$35,911.01
October 2025	\$35,911.01
November 2025	\$35,911.01
December 2025	\$35,911.01
<b>Total January 2025 – December 2025</b>	<b>\$430,932.13</b>

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4.2 The estimated Monthly Costs for the Managed Capacity are set out in the table below. The estimated Monthly Cost are calculated based on the roles and volumes defined in Exhibit 1 (Baseline) to this Service Object and the hourly rates defined in Exhibit A to Appendix L (Rate card). If any conflict between the table below and the Exhibit 1 and the Exhibit A to Appendix L, then the Exhibit 1 and the Exhibit A to Appendix L will prevail.

<b>Month</b>	<b>Estimated Monthly Cost (USD) for Managed Capacity</b>
September 2022	\$43,452.59
October 2022	\$43,452.59
November 2022	\$43,452.59
December 2022	\$43,452.59
<b>Total September 2022 – December 2022</b>	<b>\$173,810.34</b>
January 2023	\$43,452.59
February 2023	\$43,452.59
March 2023	\$43,452.59
April 2023	\$43,452.59
May 2023	\$43,452.59
June 2023	\$43,452.59
July 2023	\$43,452.59
August 2023	\$43,452.59
September 2023	\$43,452.59
October 2023	\$43,452.59
November 2023	\$43,452.59
December 2023	\$43,452.59
<b>Total Januray 2023 – December 2023</b>	<b>\$521,431.02</b>
January 2024	\$43,452.59
February 2024	\$43,452.59
March 2024	\$43,452.59
April 2024	\$43,452.59
May 2024	\$43,452.59

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June 2024	\$43,452.59
July 2024	\$43,452.59

August 2024	\$43,452.59
September 2024	\$43,452.59
October 2024	\$43,452.59
November 2024	\$43,452.59
December 2024	\$43,452.59
<b>Total January 2024 – December 2024</b>	<b>\$521,431.02</b>
January 2025	\$43,452.59
February 2025	\$43,452.59
March 2025	\$43,452.59
April 2025	\$43,452.59
May 2025	\$43,452.59
June 2025	\$43,452.59
July 2025	\$43,452.59
August 2025	\$43,452.59
September 2025	\$43,452.59
October 2025	\$43,452.59
November 2025	\$43,452.59
December 2025	\$43,452.59
<b>Total January 2025 – December 2025</b>	<b>\$521,431.02</b>

## 5. Total Bonus Value

The Service Bonus Model and the calculation of the Bonus Value is defined in Appendix F, Section 5. The Total Bonus Value for this Service is defined as:

- As 4% of the Monthly Cost, defined in Section 4.1 above. (i.e. the Total Bonus Value is the span between 96% – 100% of the Monthly Cost)

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## 6. Invoicing Terms

The invoicing and payment terms monthly retroactive, as set out in Appendix L to the Agreement, will apply.

## 7. Special terms

1. The above pricing is based on the application count and incident baseline volume as described in Exhibit 1 - Baseline\_2022\_Service Operations
2. Service Bonus is applicable for fixed spend deliveries
3. Calibration period: Antartica Bars and HCL agree to a 6-month calibration period for arriving at acceptable and target service level for all KPIs including Resources fulfillment & attrition KPIs. These recalibrated levels are to be jointly agreed at the product area level and discussions supported by VE lead & procurement
4. For Attrition KPI measurement it will be only applicable for designated & dedicated resources working for fixed delivery
5. The following roles and rate bard have been mapped to the DEV capacity. For each DEV, role the mapping and appropriate rate would be mutually discussed and agreed before onboarding

Role	Competence	Sweden SEK/h	Belgium EUR/h	Charleston USD/h	Shanghai RMB/h	India USD/h
Agile Coach	Competent	1,032.47	NA	NA	NA	36.75
Agile Coach	Proficient	1,203.09	NA	NA	NA	43.94
Agile Coach	Expert	1,801.68	NA	NA	NA	60.02
Application Technology	Novice	683.69	NA	NA	NA	15.54
Application Technology	Advance Beginner	800.00	75.00	90.00	300.00	21.00
Application Technology	Competent	893.17	90.00	100.00	350.00	28.37
Application Technology	Proficient	998.77	102.72	115.50	410.74	36.75
Application Technology	Expert	1,085.14	120.00	144.37	513.42	38.30
Architect, Infrastructure	Competent	803.05	71.93	92.46	425.00	31.14
Architect, Infrastructure	Proficient	1,003.81	89.92	114.42	525.00	38.92
Architect, Infrastructure	Expert	1,355.14	121.00	150.00	750.00	52.54

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Architect, Software	Competent	1,030.93	95.00	110.46	395.96	38.00
Architect, Software	Proficient	1,288.66	120.00	130.00	450.00	65.00
Architect, Software	Expert	1,739.69	140.00	189.77	668.18	65.00
Automation Tester	Novice	690.39	NA	NA	NA	20.00
Automation Tester	Advance Beginner	719.98	NA	NA	NA	22.00
Automation Tester	Competent	803.81	85.00	100.00	380.31	27.00
Automation Tester	Proficient	1,004.76	110.00	130.00	460.00	40.08
Automation Tester	Expert	1,356.43	150.00	180.47	628.50	54.11
Business Analyst	Expert	1,652.28	156.97	210.00	707.81	68.19
Business Analyst (strategy/process oriented)	Expert	1,657.00	157.00	215.00	707.81	68.19
Business Intelligence Engineer	Expert	1,652.28	156.97	215.00	650.00	68.19
CAD/PLM Developer	Novice	719.98	NA	NA	NA	15.20
CAD/PLM Developer	Advance Beginner	803.81	NA	NA	NA	30.57
CAD/PLM Developer	Competent	838.29	90.00	112.46	400.00	36.75
CAD/PLM Developer	Proficient	1,047.86	115.00	140.57	450.00	39.50

CAD/PLM Developer	Expert	1,414.61	150.00	189.00	550.50	62.00
Data Engineer	Expert	2,053.89	200.00	225.00	750.00	62.00
Dev Ops Engineer	Novice	719.98	NA	NA	NA	24.91
Dev Ops Engineer	Advance Beginner	803.81	NA	NA	NA	29.40
Dev Ops Engineer	Competent	838.29	90.00	111.33	410.09	36.96
Dev Ops Engineer	Proficient	1,047.86	115.00	135.00	463.96	57.75
Dev Ops Engineer	Expert	1,414.61	155.00	189.00	626.35	77.96
Digital Architect	Expert	1,652.28	157.00	219.00	662.93	78.04
Engineer - Legacy	Expert	1,280.65	130.00	200.00	690.45	47.84
Engineer - Middleware/Databas	Expert	986.63	87.74	154.50	549.41	43.97

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Full Stack Developer .net/java	Novice	803.83	NA	NA	NA	24.91
Full Stack Developer .net/java	Advance Beginner	838.29	NA	NA	NA	30.00
Full Stack Developer .net/java	Competent	892.14	100.00	118.01	401.00	36.75
Full Stack Developer .net/java	Proficient	1,115.17	120.45	149.00	501.83	46.20
Full Stack Developer .net/java	Expert	1,505.48	160.45	201.15	677.48	65.00
iSeries Technical Specialist	Competent	719.69	65.78	78.75	251.74	26.25
iSeries Technical Specialist	Proficient	899.61	82.22	97.45	314.67	32.81
iSeries Technical Specialist	Expert	1,214.47	111.00	132.89	424.81	44.30
PLM Architect	Proficient	992.27	100.00	130.00	475.15	36.75
PLM Architect	Expert	1,339.56	130.00	177.19	609.28	49.61
Product Creation Application Engineering	Competent	838.92	NA	NA	NA	27.30
Product Creation Application Engineering	Proficient	1,048.65	NA	NA	NA	34.13
Product Creation Application Engineering	Expert	1,415.67	NA	NA	NA	46.07
Product Manager	Expert	1,971.65	NA	NA	NA	74.77
Product Owner	Expert	2,205.14	NA	NA	NA	69.97
Project/Program Manager	Expert	2,200.14	165.55	225.00	850.00	69.97
RTE	Expert	974.23	NA	NA	NA	39.97
Scrum Master	Expert	2,000.00	155.25	225.65	800.98	65.00
Software Engineer	Expert	1,171.39	120.00	142.88	503.67	68.19
Software Engineer - Legacy	Expert	1,215.52	125.63	160.46	606.77	45.00
Testing	Competent	596.69	70.57	79.38	275.00	20.97
Testing	Proficient	745.87	84.00	98.23	353.53	26.21
Testing	Expert	1,006.92	110.00	133.95	477.27	35.00
User Interface/Experience	Competent	1,218.04	145.00	150.00	525.00	32.00
User Interface/Experience	Advanced Beginner	1,143.51	NA	NA	NA	21.02
User Interface/Experience	Proficient	1,522.55	170.00	175.00	625.00	43.96
User Interface/Experience	Expert	2,100.03	225.00	250.00	850.00	62.00

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Visual Designer	Competent	1,199.95	NA
Visual Designer	Proficient	1,500.00	NA
Visual Designer	Expert	2,100.03	NA
			NA
			36.00
			44.96
			62.00



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## 6. Contact persons

Purchaser's key commercial contact for the Service(s) will be:

Lisa Jonsson ([lisa.jonsson@Antarticabars.com](mailto:lisa.jonsson@Antarticabars.com)) - +46 72 88 70607

Supplier's key commercial contact for the Service(s) will be:

Sachidanand Menon ([sachidanand.menon@hcl.com](mailto:sachidanand.menon@hcl.com)) - +46 73 57 40571

21 February 2022

**EXHIBIT 3 – DATA PROCESSING****DESCRIPTION OF PROCESSING ACTIVITIES**

**NAME OF PROCESSING ACTIVITY(IES): IT SERVICES (UNDER MASTER SERVICE AGREEMENT)**

**1. SCOPE, TYPE AND PURPOSE OF THE INTENDED COLLECTION, PROCESSING OR UTILIZATION OF PERSONAL DATA, KIND OF PERSONAL DATA, CATEGORIES OF DATA SUBJECTS AND ROLES OF THE PARTIES:**

**Scope & Purpose**

Supplier will process personal data as necessary to perform IT Services pursuant to the Agreement and its appendices, and as further instructed by Antarctica Bars in its use of the Services including but not limited to application maintenance, application development and Infrastructure Services.

IT Services consist of among other things the following activities in relation to personal data: [use of personal data to set up, operate, monitor and provide the Services (including support), provision of consulting services; upload any fixes or upgrades, back up of personal data; computer processing of personal data, including data transmission, data retrieval, data access; execution of instructions of Antarctica Bars in accordance with the Agreement.

**Roles**

Antartica Bars is Controller and the Supplier is Processor

**Type of personal data and categories of data subjects**

The supplier (Processor) will for the applicable Service process personal data described in column “Data Element” in Attachment A to this document.

Data Subjects for the applicable Service are described in column “Data Subject” in Attachment A to this document.

**2. DURATION OF THE PROCESSING OF PERSONAL DATA:**

The processing activity will continue for as long as the Agreement is valid and for a period of three (3) months thereafter to allow the Processor to erase or retransfer the personal data.

**3. ADDITIONAL INSTRUCTIONS:**

N/A

21 February 2022

**4. PLACE OF PROCESSING:**

Personal data will for the applicable Service be processed at the locations described in column “Hosting location” and “Additional country” in Attachment A to this document.

**5. TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES:**

Refers to Appendix H and Appendix O (Antartica Bars Minimum Cybersecurity Requirement), which covers this area

**6. SUB-PROCESSORS:**

Personal data will for the applicable Service be processed by sub-processors as described in column “3-rd party details” in Attachment A to this document

**7. ATTACHMENTS:**

Attachment A: DPA data form



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## Exhibit 4

### Under the Service specification for Service Object Warranty

Regarding: Optimisations, Transformation and one-time tasks

Confidential

Date: 2022-06-28



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Name of document			Page
Optimisation, transformation and one-time tasks			2 (3)
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## 1. General

This Exhibit is a part of the Master Services Agreement between the Purchaser and the Supplier. The document details tasks that can or will be performed by the Supplier and that is of a one-time nature. It outlines the different Optimisation tasks the Supplier plans to perform as well as the offered Transformation ideas. Finally it contains tasks of a one-time nature but that for some reason is not part of the Transition.

It shall not in any way be interpreted as exempting the Supplier from performing the necessary actions to fulfil all requirements in the Service Object Service Specification. If there is a conflict between this Exhibit and the overarching view of the Delivery in the Service Object Service Specification, the Service Object Service Specification shall prevail.

## 2. Optimisation

The Supplier shall list all Optimisation activities that are to be performed by the Supplier. The purpose of the list is to make the Purchaser aware of the planned activities and make it possible for the Purchaser to follow up these activities.

For planned Optimization activiti.es, If any, please refer section section 5.1 of the Service Object Specification for Warranty

## 3. Transformation

The Supplier shall include a description of all Transformation activities offered by the Supplier in their bid. N.B. this list is only containing the offered Transformation activities as options for the Purchaser and do not constitute any agreement by the Purchaser to start any of the activities. All activities shall be separately started and ordered by the Purchaser.

For planned Transformation activities, If any, please refer section section 5.1 of the Service Object Specification for Warranty.





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## Service Object Specification R&D Digital

Confidential

Date: 2022-June-24



N

Service Object Specification R&D Digital

Type of document <b>Service Object Specification</b>	Security class: <b>Confidential</b>	Issue <b>1.0</b>	Date <b>2022-06-14</b>
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## Document revision history




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**Service Object Specification R&D Digital**

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**Service Object Specification R&D Digital**

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## Service Object Specification R&D Digital

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# 1. Introduction

This Service Specification is a part of the Master Services Agreement between the Purchaser and the Supplier and stipulates the Services that the Supplier shall deliver to the Purchaser within the Service Object.

## 1.1 Contact persons

Supplier has appointed the following roles as contact persons

Supplier technical contact role (At the Commencement of the agreement this role will be held by:  
Apparao MallaNooka, [MNooka.Apparao@Antarticabars.com](mailto:MNooka.Apparao@Antarticabars.com), +46 76 329 4021

Supplier commercial contact role (At the Commencement of the agreement this role will be held by:  
Sachidanand Menon, [Sachidanand.Menon@hcl.com](mailto:Sachidanand.Menon@hcl.com), +46 73574 0571

The Purchaser has appointed the following roles as contact persons

Purchaser technical contact role: Product Area Lead if nothing else is agreed. At the Commencement of the agreement this role will be held by:

Knut Sandberg, [knut.sandberg@Antarticabars.com](mailto:knut.sandberg@Antarticabars.com) +46 723 716451

Purchaser commercial contact role At the Commencement of the agreement this role will be held by:  
Lisa Jonsson, [Lisa.Jonsson@Antarticabars.com](mailto:Lisa.Jonsson@Antarticabars.com), +46 7288 70607

# 2. Introduction to the Services

## 2.1 General Information

Transformation plans for the Service Object will be set up jointly between the Supplier and the Purchaser based on input from the Supplier.

## 2.2 Overall Scope of the Service Object

Product Area – R&D Digital

Product Area Lead - Knut Sandberg

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**Service Object Specification R&D Digital**

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*R&D Digital product area delivers digital capabilities for e.g., R&D, ME & Design, enabling hardware engineering, UX development, external collaboration, sustainability strategy, usage of vehicle data, test objects organization, planning & backlog management.*

R&D Digital consist of applications mainly used in Research & Development, but also by other domains such as Manufacturing Engineering, Global Consumer Service, and Design. Within Domino suite this object also supports Finance, Human Resources, and Legal.

*Support window for this sourcing area will be 16 x 5 aligning to Europe and APAC time zones, except TOCC MSCB which has been agreed as 8x5 aligned to Europe business time zone SLAs.*

*Supplier shall support P1 & P2 incidents 24/7, meaning 24 hours per day 7 days a week, for all applications reported in ITSM service Now*

### 3. Expected outcome from the Service Object

Antartica Bars is a growing company and need to be prepared for future engineering challenges and new technologies while meeting today's requirements. There is a need to establish a partnership that can provide agile and scalable Support, Maintenance, Operations, Analytics and Development for various product areas of the service object.

The Service Object must be scalable and must have the ability to adapt from a classic maintenance organization to a product-oriented organization setup.

Within this Service Object there will be product teams. We need a Supplier with product mindset and flexible delivery to map with ongoing products and future transformations.

The application portfolio within R&D Digital product area consists of everything from COTS (Commercial of the Shelf) applications to in-house developed software. Within this Service object we have many different technologies e.g., Angular, Domino, iSeries, Java, Mainframe, .net, etc.

This means that for some applications Purchaser demand stability and performance while for others flexibility and speed is prioritized. Purchaser needs reliable and trusted operations and an end-to-end support that is Business process oriented. The Supplier should have the ability and flexibility in changing tasks to the most important and valuable activities at that moment.

Since applications within this Service Object differ in complexity, maturity, level of adaptation to product and criticality, a tailored mix of Support, Operations, Maintenance and Development is

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desired to fulfil the needs. The supplier needs to have the ability to scale up or down their services due to the Purchaser demands.

To be able to deliver to expected outcome the Purchaser requires that the Supplier has an overall domain knowledge and a business understanding of automotive engineering. The Supplier needs to have experience from traditional areas such as mechanical development and product data management but also the ability to meet and support Purchaser's needs and challenges within Autonomous Drive and an increased demand of rapid vehicle software development that requires application and tool support provided within this service object.

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## Service Object Specification R&D Digital



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## 4. Specific Relations to other key Services and Segments

## 5. Planned or ongoing transformations or major activities in the area

### 5.1 Transformations

There is an ongoing transformation from traditional maintenance models to agile models for various areas within the R&D Digital Product Area.

### 5.2 Major Activities

Apart from regular delivery there will be some one-time tasks barried out by supplier in R&D Digital as part of contract. Such tasks will be part of OTOT (One Time / Optimizations & Transformations) and are part of commercial construct. Such ideas are outcome of Co-Design Workshops and are listed below.

Sr No	ART	Product	OTOT	Comment
1	IPDS	BMTC	Automation on Shutting down lower env. Cloud resources during Holidays	Should be taken up by the DevOps team as backlog during lean time. Once proven this could possibly be extended to other areas.
2	TOTE	Diamond	POC for upgrading existing applications to new technology. Supplier can suggest new tools to replace existing legacy applications.	This needs separate PoC. Team to decide to include in existing capacity or to add new capacity.
3	IPDS	BMTC/Domino	Coach BMTC and Domino team to help them move into DevOps model	Supplier to get an agile coach and arrange training sessions for the team - to guide the team on DevOps transformation journey.

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# 6. Requirements

## 6.1 Service in Scope

The Supplier shall conduct all necessary work to provide R&D Digital services in accordance with, but not restricted to, the definitions below. Purchaser expects a world class service delivery based on the Supplier best practices.

R&D digital product area focuses on the products within the R&D portfolio. R&D Digital product area has following four clusters:

- Design & Virtual Hardware (DVHW)
- Test Objects & Test Environment (TOTE)
- Sustainability & Product Compliance (SPC)
- Insight & Product Development Support (IPDS)

A list of applications within this scope and mapping to above clusters will be documented in a separate file, see *Exhibit 1 - Baseline*.

### 6.1.1 Design and Virtual Hardware Development

The Design and Virtual Hardware Development Product Cluster supports and provides Product Design, Mechanical Engineering, CAE, and Manufacturing Engineering with engineering tools that support vehicle hardware development throughout its entire lifecycle. The application landscape is a mix of COTS and in-house developed applications, large CAD/PDM COTS to niched CAE and advanced visualization applications for Design.

### 6.1.2 Test Objects and Test Environment

This product cluster delivers capabilities for Test Object management and operations. It provides support for handling all phases of a test object's lifecycle, from early planning to specification and build (pilot plant), through the usage phase and until it's scrapped or disposed. It includes management of test environments, HIL/MIL/SIL as well as proving grounds.

The mission is to gain full control of the Test Object content and planning, at all times, and increase efficiency from defined need to scrap - by having "one source of information" for all test objects. This will increase test object utilization and speed up the global processes (lead-time reduction).

The application landscape consists of everything from COTS to in-house developed applications, large CRM COTS, mainframe, and niched test specific applications.

### 6.1.3 Sustainability and Product Compliance

Sustainability and Product Compliance product cluster provides digital solutions that enables the Antartica Bars Sustainability Strategy as well as support full compliance and transparency to all external legal requirements applicable for the company.

The product cluster will create digital solutions to support the value flow of weight, material information management and new business opportunities like circular economy and cost-efficient IaaS solutions.

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### 6.1.4 Insights and Product development Support

Insights and Product development support Cluster collects a wide variety of products supporting, corporate quality, customer satisfaction, data insights and the Domino product which consists of, and owns, the complete domino environment as well as all the applications hosted inside. Many of the Domino applications are part of, and are used by, other products and product clusters within and outside of the SO Product Creation. It also contains the Issue Management system for the Purchasers mega process Product Creation. The usage includes all engineering & partners plus relevant parts of Manufacturing. The application landscape is a bit scattered containing both COTS and in-house developed applications. Moreover, they have different delivery models, complexity and criticality.

## 6.2 Context

### 6.3 Service Object vision and strategies

There is a desire to move to DevOps mode in general across various ARTs/Clusters.

## 6.4 Specific Requirements

### 6.4.1 Cross Service Object – R&D Digital

ID	Requirement category	Requirement description
1	General	The Supplier personnel shall be Certified on all relevant key technologies and systems managed or used in the delivery.
2	General	The Supplier shall ensure that staff has required business knowledge for the area.
3	General	The Supplier shall have industry best practice knowledge and use for tools, methods, and business processes
4	General	The Service Object contains several COTS and SaaS applications from third part suppliers. Most of the agreements of the applications includes support and / or service desk from the third part supplier. The Supplier shall use the support from the third part supplier to fulfill the Purchaser's business needs.

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5	General	Supplier personal should have cloud competency to finetune and optimize the applications that are moved to cloud
6	General	Managed Capacity – Expectations about Demand management, Dashboard of Available / Submitted competence at PA level.

#### 6.4.2 Specific requirements for Design and Virtual Hardware Development

ID	Requirement category	Requirement description
1	Specific	CAD/PDM Onsite Chinese speaking support in Shanghai
2	Specific	Dassault domain and Application knowledge (To be able to support CATIA V5 and 3DX)
3	Specific	Tecnomatix application experience and hands on configuration education. (Siemens Tecnomatix domain knowledge)
4	Specific	Dassault Composer application experience and hands on configuration education knowledge (Composer COTS and in-housed developed middle tier solution)
5	Specific	For CM4D application access to the external web site for suppliers is managed by operation team
6	Specific	<p>Following requirements should be handled as part of the operations within the CAD/PDM area</p> <ol style="list-style-type: none"> <li>1. CAD/PDM client packaging for ANTARTICA users and external suppliers</li> <li>2. External suppliers support</li> <li>3. Client maintenance for CAD/PDM users</li> <li>4. Support for Composer and Jids</li> </ol>

N:



## Service Object Specification R&amp;D Digital

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7	Specific to development team	Development resources should be capable of automation driven development
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## 6.4.3 Specific requirements for Test Object and Test Environment

ID	Requirement category	Requirement description
1	Specific for Staff Augmentation	KDP/POS Resource profile requirement  Mainframe competence required (Cobol, JCL programming, DL1/IMS, DB2). Long term resource commitment, application takes 2+ years to learn
2	Specific	FMS Application require local presence in Gothenburg since physical access to fueling stations in Torslanda and Hällered is required on regular basis.
3	Specific	FMS Application requires some basic electronic knowledge e.g. RS232, hardware replacement and configuration (barcode scanners RFID scanners, LCD Displays).
4	Specific	Agile team members with combined skills in analysis, development (test driven) and test (test automation). Senior developers/software architects with extensive Microsoft Dynamics (especially CRM and Project Automation) skills required.
5	Specific	Knowledge sharing within team to build T shape team.

## 6.4.4 Specific requirements for Sustainability and Product Compliance

NA as entire cluster going into staff augmentation mode.

N:



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## 6.4.5 Specific requirements for Insights and Product development Support

ID	Requirement category	Requirement description
1	Specific	<p>WICE: Management of Linux servers, VCAM, monitoring, Web App, PowerShell Script and packaging This application will go out of scope by end of 2022.</p>
2	Specific	<p>Domino applications:  All applications on the servers are in scope (Except COP, which is with SPC cluster). There are applications related to the Domino infrastructure and not listed in Alfabet as formal applications. They are still in scope. There might also be a few business owned applications not listed in Alfabet. They are also in scope. Whenever such application is found a discussion should be taken with the Purchaser if it should be added to Alfabet.</p>
3	Specific	IPDS Over all – Backfill of the operations resources with resources who can best fit in DevOps model as much as possible
4	Specific	Ability to add/remove applications to product scope if in DevOps mode, else needs to be managed through CN
5	Specific	Off-shore colocation of product teams as much as possible.
6	Specific	Purchaser and Supplier to agree on DevOps transformation plan, steps, and acceptance criteria. Supplier to drive the activity of developing a plan, expected to be agreed at the latest within 2 weeks (one sprint) after commencement date. Swedish vacation time (weeks 29-32) not included in this time frame. Once agreed, supplier to drive the DevOps transformation till acceptance criteria is met.

## 6.5 Services out of scope

N/A

N:



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## 6.6 Required Service Improvement

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## 7. KPI – PI – Reports

For all KPI/PI/Reports all historical data and trends shall be available

Below mentioned KPIs/PIs/Metrics are not applicable for areas that are in Staff-Aug mode.

### 7.1 KPI's

*The KPI to be aligned with bonus model are being discussed with Vendor management team. KPIs, Acceptable level and Target level will be agreed during first six months after start of the contract. Once agreed, this section will be updated.*

Following KPIs are proposed:

KPI	Category	Name	KPI Level	Definition	Calculation	How to measure	Acceptable level	Target level	Weightage	Period
1	Attrition (Retention)	Controlled Attrition	Product Area	Control the attrition to right level	Number of people exited / total number of consultants working for ANTARTICA in the Operations SO	No. of *EMS cases / total No. of consultants from supplier, reported as monthly rolling average	TBD	TBD	30 %	Yearly

N:



## Service Object Specification R&amp;D Digital

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2	Competency	Fulfillment	Product Area	Percentage of positions fulfilled in 6 weeks after the position is informed	No of positions fulfilled in 6 weeks / total number of positions opened to MSA supplier for Operations SO	Position that took more than 6 weeks will not be counted	TBD	TBD	30 %	Yearly and reported Quarterly
3	Innovation*	Value creation	Product Area	Total value created to Antartica Bars with different ideas suggested from team	10% of the annual value of the Operations SO contract	Cumulative sum of all the value approved by ANTARTICA PO/PMs	TBD	TBD	40%	Yearly starting from Signing of New contract

\* Innovation KPI will not be applicable to DevOps teams as this parameter will be driven by product owners of individual DevOps team as part of sprint PIs.

## 7.2 Metrics

For teams working in DevOps mode, following metrics will be measured and their progress will be tracked.

- **Lead times:** The average amount of time it takes from the time code is checked in, to the point in time when it's deployed to production
- **Deployment frequency:** The number of times deploys to production occur in a time period
- **Mean time to restore:** How long it takes to resolve or rollback an error in production
- **Change fail percentage:** What percentage of changes to production (software releases and configuration changes) fail

## 8. Specification details

### 8.1 Cross Service Object

Agreed delivery models for different clusters are listed below.

Cluster	Products	Delivery model
IPDS	<b>Backlog management and team collaboration</b>	Managed Product DevOps + Managed Operations
IPDS	MyQ	Staff Aug
IPDS	External Collaboration	Mixed
IPDS	<b>Product development support</b>	Managed Product + Managed Operations
IPDS	Data Visualization	Staff Aug
IPDS	<b>Domino system team</b>	Managed Product DevOps

N:



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IPDS	<b>Bar Data Domain</b>	Managed Operations*
IPDS	CoDev fleet mgmt and driver feedback	Staff Aug
DVHW	Design, CAE & adv. Vis	Staff Aug
DVHW	<b>Geometry Assurance</b>	Managed Product + Managed Operations combination
DVHW	<b>Virtual Integration &amp; Simulation</b>	Staff Aug
DVHW	<b>Mechanical &amp; Tooling Engineering</b>	Managed Operations
DVHW	<b>DVHW System Team</b>	Managed Operations
TOTE	TOCC Core	Staff Aug
TOTE	TOCC TOS	Staff Aug
TOTE	<b>TOCC MSCB</b>	Staff Aug
TOTE	<b>Test Labs</b>	Managed Operations
TOTE	<b>Diamond</b>	Managed Operations DevOps
SPC	Energy Efficiency & Emissions	Staff Aug
SPC	Product Certification	Staff Aug
SPC	Material Information Management & Weight	Staff Aug
SPC	Sustainability Insights	Staff Aug
SPC	Product Compliance	Staff Aug
SPC	WLTP	Staff Aug

\* Once WICE moves out of scope at the end of December 2022, Delivery model for Bar Data Domain should be considered as Staff Aug.

For product areas that are moving to Dev-ops setup:

- Product Owner must prioritize the tickets (Especially P1s and P2s) over planned items for product improvement during the sprints.
- Product owner prioritizing (or not prioritizing) these activities in timely manner will impact Pls/KPIs adherence.
- When moving to DevOps way of working: ANTARTICA and Supplier team should agree on a detailed plan – which should include current skillset gaps, upskilling plans, timelines etc.

## 8.2 Design and Virtual Hardware Development

NA.

## 8.3 Test Objects and Test Environment

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## 8.4 Sustainability and Product Compliance

NA.

## 8.5 Insights and Product Development Support

### 8.5.1 SWAN

SWAN will be delivered in DevOps mode. It is a special case where a third party (SSC Services GmbH) does a part of L3 activities (e.g., deployment, upgrades, etc.). For this particular case, following is considered.

Operations	Supplier will take care of Operations part of this tool as "Managed Product". All direct changes to the SWAN tool / platform itself will be done by SSC.
New Projects	<ul style="list-style-type: none"> <li>Supplier will lead all new developments and carry out development work on non-SWAN applications</li> <li>Core SWAN application development to be carried out by SSC Services GmbH</li> </ul>
L3 Support	<ul style="list-style-type: none"> <li>Supplier will take L3 support from SSC on need basis and the cost will not be charged to ANTARTICA.</li> <li>All ANTARTICA infra related issues need to be resolved by respective ANTARTICA teams (Cloud / IT/ network ) etc. Supplier will raise SNOW ticket</li> <li>Any cost incurred for new solution development or Consultation required from SSC because of ANTARTICA infrastructure limitations will not to be borne by Supplier as part of MSA cost and has to be paid by ANTARTICA separately at actuals</li> </ul>

### 8.5.2 Delivery Model Changes

Domino and BMTC product areas will move to managed Operations DevOps mode.

For BMTC, committed dev-ops capacity is 7 FTEs (3 Onsite, 4 Offshore). In year 2 one FTE will be moved from onsite to offshore. Supplier BMTC team will also absorb the role of Scrum Master within existing dev-ops team capacity.

For Domino, committed dev-ops capacity is 8 FTEs (2 Onsite, 6 Offshore). Supplier will absorb the role of product owner within existing dev-ops team capacity. Antartica Bars consultants will not be part of the delivery going forward. Handover to be finished by December 2022. Opportunities for further offshoring in Domino area should be explored.

### 8.5.3 Apps Decommissioning

- Operations support for PSR support will be removed from beginning of January 2023 as this application is expected to be decommissioned.

N:




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- WICE application will be handed over to business and will be managed by business starting Jan 2023. It will be removed from R&D Digital scope and no operations support will be provided on the same post December 2022.

## 9. Exhibits

- 1) Exhibit 1 - Baseline

Baseline list of all applications included in this Service Object

- 2) Exhibit 2 - Detailed pricing
- 3) Exhibit 3 - Data processing
- 4) Exhibit 4 - Optimization Transformation and One-time Tasks

## 10. Change Log:

Signature field

Date: 2022-06-30

Antartica Bar Corporation

Lisa Jonsson

A handwritten signature in black ink, appearing to read "Lisa Jonsson".

Knut Sandberg

**Knut Sandber** Knut Sandberg (Jun 30, 2022)

15:30 GMT+2 g

)

HCL Technologies Limited

Harshdeep Arora

Harshdeep Arora (Jun 30, 2022 13:56 GMT+5.5)

## EXHIBIT 1 : Baseline

### R&D Digital Service Object Specification

28th June 2022

#### Document revision history

Date	Version	Comment
28-jun-22	1.0	First Version

As per information in Alfabet

R&D Digital	Design and Virtual Hardware Development	Mechanical & Tooling Engineering	150	Eprocad	D=67-94	1,1,1	Managed Operations	Core	Cots		
R&D Digital	Design and Virtual Hardware Development	Mechanical & Tooling Engineering	156	TrixDrawingCenter	E=41-66	1,1,1	Managed Operations	Core	Cots		
R&D Digital	Design and Virtual Hardware Development	Mechanical & Tooling Engineering	90	AutoCad	C=95-121	1,1,1	Managed Operations	Core	Cots	Common	
R&D Digital	Design and Virtual Hardware Development	Mechanical & Tooling Engineering	1872	Catia V5	B=122-148	1,1,1	Managed Operations	Core	Cots		
R&D Digital	Design and Virtual Hardware Development	Mechanical & Tooling Engineering	1996	HyperMill	C=95-121	1,1,1	Managed Operations	Core	Cots		
R&D Digital	Design and Virtual Hardware Development	Mechanical & Tooling Engineering	2060	Eplan P8* and Eplan 5.7	E=41-66	1,1,1	Managed Operations	Core	Cots	Common	
R&D Digital	Design and Virtual Hardware Development	Mechanical & Tooling Engineering	2195	CAD Translation	B=122-148	3,1,1	Managed Operations	Core	Cots		
R&D Digital	Design and Virtual Hardware Development	Mechanical & Tooling Engineering	2323	Q-checker	E=41-66	1,1,1	Managed Operations	Core	Cots		
R&D Digital	Design and Virtual Hardware Development	Mechanical & Tooling Engineering	2324	CAVA	D=67-94	1,1,1	Managed Operations	Core	Cots		
R&D Digital	Design and Virtual Hardware Development	Mechanical & Tooling Engineering	2505	Autodesk Product Design Suite Premium	E=41-66	1,1,1	Managed Operations	Core	Cots	Common	
R&D Digital	Design and Virtual Hardware Development	Mechanical & Tooling Engineering	2753	Canvas 14	E=41-66		Managed Operations	Keep Alive	Cots		

R&D Digital	Design and Virtual Hardware Development	Mechanical & Tooling Engineering	3176	NX	D=67-94	1,1,1	Managed Operations	Core	Custom		
R&D Digital	Design and Virtual Hardware Development	Mechanical & Tooling Engineering	3484	Composer	C=95-121	2,1,1	Managed Product	Core	Custom, Cots		
R&D Digital	Design and Virtual Hardware Development	Mechanical & Tooling Engineering	3599	JIDS	D=67-94	2,1,1	Managed Product	Research	Custom		
R&D Digital	Design and Virtual Hardware Development	Mechanical & Tooling Engineering	4801	BricsCAD	C=95-121	1,1,1	Managed Operations	Core	Cots		
R&D Digital	Design and Virtual Hardware Development	Geometry Assurance	65	Vizendo Author/Trainer	E=41-66	1,1,1	Managed Operations	Core	Cots		
R&D Digital	Design and Virtual Hardware Development	Geometry Assurance	85	CM4D	B=122-148	2,1,1	Managed Product	Core	Custom	Charleston,Chengdu,Daqing,Gent,Luqiao,Malaysia (KL),Olofström,Torslanda	
R&D Digital	Design and Virtual Hardware Development	Geometry Assurance	92	RD&T	C=95-121	1,1,1	Managed Operations	Core	Custom		
R&D Digital	Design and Virtual Hardware Development	Geometry Assurance	1870	CPSI	C=95-121	1,1,1	Managed Product	Core	Custom	Manuf. Engineering,Charleston,Torslanda,Gent,Chengdu,Luqiao,Daqing	
R&D Digital	Design and Virtual Hardware Development	Geometry Assurance	1999	Polyworks	D=67-94	1,1,1	Managed Operations	Core	Cots	Manuf. Engineering,Luqiao,Daqing,Charleston,Chengdu,Torslanda,Gent	
R&D Digital	Design and Virtual Hardware Development	Geometry Assurance	2235	XcolorQC	D=67-94	2,1,1	Managed Operations	Core	Cots		
R&D Digital	Design and Virtual Hardware Development	Geometry Assurance	2520	FACTS Analyzer	E=41-66	1,1,1	Managed Operations	Research	Custom	Manuf. Engineering	
R&D Digital	Design and Virtual Hardware Development	Geometry Assurance	3834	RFID-TS	B=122-148	2,1,2	Managed Product	Emerging	Custom		
R&D Digital	Design and Virtual Hardware Development	Geometry Assurance	836	Rektron-SQC	C=95-121	1,1,1	Managed Operations	Emerging	Cots		
R&D Digital	Design and Virtual Hardware Development	Design, CAE & adv. Vis	2344	FC-DPA1 Scoreboard and Reports	D=67-94	2,1,1	Managed Operations	Core	Custom		
R&D Digital	Design and Virtual Hardware Development	Design, CAE & adv. Vis	2523	VRED	D=67-94	1,1,1	Managed Operations	Core	Cots		
R&D Digital	Design and Virtual Hardware Development	Design, CAE & adv. Vis	3079	3DS Max	D=67-94	1,1,1	Managed Operations	Core	Cots		
R&D Digital	Test Objects and Test Environment	Proving Grounds	189	ADA	E=41-66	1,1,1	Managed Product	Core	Custom		
R&D Digital	Test Objects and Test Environment	Proving Grounds	230	DRIP	D=67-94	1,1,1	Managed Product	Core	Custom		
R&D Digital	Test Objects and Test Environment	Proving Grounds	131	eDrive	D=67-94	2,1,1	Managed Product	Emerging	Custom		
R&D Digital	Test Objects and Test Environment	Proving Grounds	134	eLoggBook	C=95-121	2,2,1	Managed Product	Core	Custom		
R&D Digital	Test Objects and Test Environment	Proving Grounds	2768	Failure Report	E=41-66	1,1,1	Managed Product	Core Restricted	Custom		
R&D Digital	Test Objects and Test Environment	Proving Grounds	184	FMS	D=67-94	1,1,1	Managed Product	Core	Custom		
R&D Digital	Test Objects and Test Environment	Proving Grounds	220	Oil Test Database	D=67-94	1,1,1	Managed Product	Core	Custom		
R&D Digital	Test Objects and Test Environment	Proving Grounds	158	RPC site	E=41-66	1,1,1	Managed Product	Core	Custom		
R&D Digital	Test Objects and Test Environment	Diamond	3596	Artemis SUITE	E=41-66	1,1,1	Managed Operations DevOps	Emerging	Cots		
R&D Digital	Test Objects and Test Environment	Diamond	2223	Asap2toolset	C=95-121	1,1,1	Managed Operations DevOps	Core	Cots		
R&D Digital	Test Objects and Test Environment	Diamond	2345	ASCET	E=41-66	1,1,1	Managed Operations DevOps	Core	Cots		
R&D Digital	Test Objects and Test Environment	Diamond	2459	ASCMO	E=41-66		Managed Operations DevOps	Core	Cots		
R&D Digital	Test Objects and Test Environment	Diamond	3250	AVL Concerto	B=122-148	1,1,1	Managed Operations DevOps	Declining	Cots		
R&D Digital	Test Objects and Test Environment	Diamond	216	Axxos FP(Factory pallet)(Kalibrering)	D=67-94	1,1,1	Managed Operations DevOps	Core	Cots		
R&D Digital	Test Objects and Test Environment	Diamond	2062	CANalyzer	B=122-148	1,1,1	Managed Operations DevOps	Core	Cots		
R&D Digital	Test Objects and Test Environment	Diamond	2063	CANape	B=122-148	1,1,1	Managed Operations DevOps	Core	Cots		

Product Area	Cluster name	Product Name	App Id	Application Name	BCA	C,I,A	Delivery model	Lifecycle status	Origin	Using Plant/Site	Comment
R&D Digital	Test Objects and Test Environment	Diamond	2064	CANoe	B=122-148	1,1,1	Managed Operations DevOps	Core	Cots		
R&D Digital	Test Objects and Test Environment	Diamond	2268	Confero	E=41-66	1,1,1	Managed Operations DevOps	Core	Cots		
R&D Digital	Test Objects and Test Environment	Diamond	152	D2-DHA	C=95-121	1,1,1	Managed Operations DevOps	Core	Custom		
R&D Digital	Test Objects and Test Environment	Diamond	17	DET	C=95-121	1,1,1	Managed Operations DevOps	Core	Custom		
R&D Digital	Test Objects and Test Environment	Diamond	144	DVA (D2)	D=67-94	1,1,1	Managed Operations DevOps	Core	Custom		
R&D Digital	Test Objects and Test Environment	Diamond	151	DVA (GGD)	D=67-94	1,1,1	Managed Operations DevOps	Core	Custom		
R&D Digital	Test Objects and Test Environment	Diamond	2347	EasyView	D=67-94		Managed Operations DevOps	Core	Cots		
R&D Digital	Test Objects and Test Environment	Diamond	2280	ECU SW configuration and file handling tool	C=95-121	1,1,1	Managed Operations DevOps	Core	Custom		
R&D Digital	Test Objects and Test Environment	Diamond	4968	MRCOMM	C=95-121	1,1,1	Managed Operations DevOps	Emerging	Custom		
R&D Digital	Test Objects and Test Environment	Diamond	2061	INCA	B=122-148	1,1,1	Managed Operations DevOps	Core	Cots		
R&D Digital	Test Objects and Test Environment	Diamond	2068	Intecrio	D=67-94	1,1,1	Managed Operations DevOps	Core	Cots		
R&D Digital	Test Objects and Test Environment	Diamond	2083	LabVIEW (NI)	D=67-94	1,1,1	Managed Operations DevOps	Core	Cots		
R&D Digital	Test Objects and Test Environment	Diamond	2955	MCD-tool	E=41-66	0,1,1	Managed Operations DevOps	Core	Cots		
R&D Digital	Test Objects and Test Environment	Diamond	3597	MDM Wizard	E=41-66	1,1,1	Managed Operations DevOps	Emerging	Cots		
R&D Digital	Test Objects and Test Environment	Diamond	3168	NVH MDM (Measurement Data Management)	E=41-66	1,1,1	Managed Operations DevOps	Emerging	Custom, Cots		
R&D Digital	Test Objects and Test Environment	Diamond	2729	vTESTstudio	D=67-94	1,1,1	Managed Operations DevOps	Core	Cots		
R&D Digital	Test Objects and Test Environment	Diamond	2592	Xviewer	E=41-66	1,1,1	Managed Operations DevOps	Core	Cots		
R&D Digital	Test Objects and Test Environment	Diamond	2352	XX-Scan (Win7) ver: 6.7	E=41-66	1,1,1	Managed Operations DevOps	Core	Cots		
R&D Digital	Test Objects and Test Environment	Diamond	2678	PAK	E=41-66	2,1,1	Managed Operations DevOps	Core	Cots		
R&D Digital	Test Objects and Test Environment	Diamond	2516	Picoscope	E=41-66	1,1,1	Managed Operations DevOps	Core	Cots		
R&D Digital	Test Objects and Test Environment	Diamond	145	SDA	C=95-121	1,1,1	Managed Operations DevOps	Core	Custom		
R&D Digital	Test Objects and Test Environment	Diamond	2190	SPA-DVA	D=67-94	1,1,1	Managed Operations DevOps	Core	Custom		
R&D Digital	Test Objects and Test Environment	Diamond	2644	vFlash	D=67-94	1,1,1	Managed Operations DevOps	Core	Cots		
R&D Digital	Test Objects and Test Environment	Test Labs	2073	Diadem	C=95-121	1,1,1	Managed Operations	Core	Cots		
R&D Digital	Test Objects and Test Environment	Test Labs	3204	Cedoc	E=41-66	1,1,1	Managed Operations	Core	Cots		
R&D Digital	Test Objects and Test Environment	Test Labs	2940	AppGrade	E=41-66	1,1,1	Managed Operations	Emerging	Custom		
R&D Digital	Test Objects and Test Environment	Test Labs	2779	IAV Knowledge Database	E=41-66	2,1,1	Managed Operations	Declining	Cots		
R&D Digital	Test Objects and Test Environment	Test Labs	2266	Origin	E=41-66	1,1,1	Managed Operations	Declining	Cots		
R&D Digital	Test Objects and Test Environment	Test Labs	176	POB	D=67-94	1,1,1	Managed Product	Core	Custom		
R&D Digital	Test Objects and Test Environment	Test Labs	142	SMAJL	D=67-94	1,1,1	Managed Product	Core	Custom		

R&D Digital	Test Objects and Test Environment	Test Labs	143	Tire Database	D=67-94	1,1,1	Managed Product	Emerging	Custom		
R&D Digital	Test Objects and Test Environment	Test Labs	179	Uppdateringar för provobjekt	E=41-66	1,1,1	Managed Product	Core	Custom		
R&D Digital	Test Objects and Test Environment	Test Labs	2745	Workorder Lab	D=67-94	1,1,1	Managed Product	Core	Custom		
R&D Digital	Test Objects and Test Environment		2743	CATT-Acoustic	E=41-66	1,1,1	Managed Operations	Core	Cots		
R&D Digital	Test Objects and Test Environment		2900	Simcenter TestLab	E=41-66	1,1,1	Managed Operations	Core	Cots		
R&D Digital	Insights & Product Development Support	Backlog Management & Team collaboration	2746	CM-Center Jira PD External	B=122-148	1,1,1	Managed Product DevOps	Core Restricted	Cots		
R&D Digital	Insights & Product Development Support	Backlog Management & Team collaboration	2842	Confluence - Restricted to P&Q	C=95-121	1,1,1	Managed Product DevOps	Core Restricted	Cots		
R&D Digital	Insights & Product Development Support	Backlog Management & Team collaboration	2839	Flow powered by Jira	B=122-148	2,2,1	Managed Product DevOps	Core Restricted	Cots		
R&D Digital	Insights & Product Development Support	Backlog Management & Team collaboration	137	LEQM	C=95-121	2,1,1	Managed Operations	Core	Cots		
R&D Digital	Insights & Product Development Support	Domino system team	2752	5MTool	E=41-66	1,1,1	Managed Product DevOps	Emerging	Custom		
R&D Digital	Insights & Product Development Support	Domino system team	2119	Annual File Review	E=41-66	1,1,1	Managed Product DevOps	Core	Custom		
R&D Digital	Insights & Product Development Support	Domino system team	186	AO Drivlina	D=67-94	1,1,1	Managed Product DevOps	Core	Custom		
R&D Digital	Insights & Product Development Support	Domino system team	217	AO Vagn	D=67-94	1,1,1	Managed Product DevOps	Core	Custom		
R&D Digital	Insights & Product Development Support	Domino system team	2897	Application Dashboard	E=41-66	1,1,1	Managed Product DevOps	Emerging	Custom		
R&D Digital	Insights & Product Development Support	Domino system team	244	ARI	D=67-94	2,1,1	Managed Product DevOps	Core	Custom		
R&D Digital	Insights & Product Development Support	Domino system team	248	Artikelhanteraren	D=67-94	2,1,1	Managed Product DevOps	Core	Custom		
R&D Digital	Insights & Product Development Support	Domino system team	2673	AuditSystem	D=67-94	2,2,1	Managed Product DevOps	Core	Custom		
R&D Digital	Insights & Product Development Support	Domino system team	2040	Auto Audit & CAW	E=41-66	2,1,1	Managed Product DevOps	Core	Custom		
R&D Digital	Insights & Product Development Support	Domino system team	703	BAS	D=67-94	2,2,1	Managed Product DevOps	Keep Alive	Custom		
R&D Digital	Insights & Product Development Support	Domino system team	1729	BMS	D=67-94	1,1,1	Managed Product DevOps	Core	Custom		
R&D Digital	Insights & Product Development Support	Domino system team	2818	Bokning Pressbilar	E=41-66		Managed Product DevOps	Core	Custom		
R&D Digital	Insights & Product Development Support	Domino system team	317	Budda	C=95-121	2,3,1	Managed Product DevOps	Keep Alive	Custom		
R&D Digital	Insights & Product Development Support	Domino system team	2366	CIS CR Tool	E=41-66	1,1,1	Managed Product DevOps	Core Restricted	Custom		
R&D Digital	Insights & Product Development Support	Domino system team	2596	Code of Conduct	E=41-66	1,1,1	Managed Product DevOps	Emerging	Custom		
R&D Digital	Insights & Product Development Support	Domino system team	2791	Conflict of Interest Certification	E=41-66	1,1,1	Managed Product DevOps	Core	Custom		
R&D Digital	Insights & Product Development Support	Domino system team	2039	Domino Application Servers & Services	C=95-121	1,1,1	Managed Product DevOps	Core	Custom, Cots		
R&D Digital	Insights & Product Development Support	Domino system team	175	Driving days	E=41-66	1,1,1	Managed Product DevOps	Core	Custom		
R&D Digital	Insights & Product Development Support	Domino system team	280	Equipment Bard	C=95-121	2,1,1	Managed Product DevOps	Core	Custom		
R&D Digital	Insights & Product Development Support	Domino system team	135	Expedition Coordination	D=67-94	3,1,1	Managed Product DevOps	Core	Custom		
R&D Digital	Insights & Product Development Support	Domino system team	1876	Fire Reports	E=41-66	1,1,1	Managed Product DevOps	Core	Custom		
R&D Digital	Insights & Product Development Support	Domino system team	2051	GGC	C=95-121	1,1,1	Managed Product DevOps	Core	Custom		

R&D Digital	Insights & Product Development Support	Domino system team	284	HPD	D=67-94	2,1,1	Managed Product DevOps	Core	Custom		
R&D Digital	Insights & Product Development Support	Domino system team	191	Job Order	E=41-66	2,1,1	Managed Product DevOps	Core	Custom		
R&D Digital	Insights & Product Development Support	Domino system team	233	Katalysatorbank	E=41-66		Managed Product DevOps	Core	Custom		
R&D Digital	Insights & Product Development Support	Domino system team	126	Lab95	D=67-94	2,1,1	Managed Product DevOps	Core	Custom		
R&D Digital	Insights & Product Development Support	Domino system team	1041	LAD 2.0	D=67-94	1,1,1	Managed Product DevOps	Core	Custom		
R&D Digital	Insights & Product Development Support	Domino system team	1747	Legal_Caselog	E=41-66	1,1,1	Managed Product DevOps	Core	Custom		
R&D Digital	Insights & Product Development Support	Domino system team	2091	MSS Promotions	D=67-94	1,1,1	Managed Product DevOps	Core	Custom		
R&D Digital	Insights & Product Development Support	Domino system team	1890	PD Document Storage	D=67-94	1,1,1	Managed Product DevOps	Core	Custom		
R&D Digital	Insights & Product Development Support	Domino system team	2751	PhotoStudio Warehouse	E=41-66	1,1,1	Managed Product DevOps	Core Restricted	Custom		
R&D Digital	Insights & Product Development Support	Domino system team	2482	Plant Test Form	E=41-66	1,1,1	Managed Product DevOps	Core Restricted	Custom	Gent,Torslanda	
R&D Digital	Insights & Product Development Support	Domino system team	246	PreCost	C=95-121	2,1,1	Managed Product DevOps	Core	Custom		
R&D Digital	Insights & Product Development Support	Domino system team	630	QALE	E=41-66	2,2,1	Managed Product DevOps	Core	Custom		
R&D Digital	Insights & Product Development Support	Domino system team	245	RCD	D=67-94	2,1,1	Managed Product DevOps	Core	Custom		
R&D Digital	Insights & Product Development Support	Domino system team	141	RoB	E=41-66	1,1,1	Managed Product DevOps	Keep Alive	Custom		
R&D Digital	Insights & Product Development Support	Domino System Team	584	SACS	D=67-94	2,1,1	Managed Product DevOps	Core	Custom		
R&D Digital	Insights & Product Development Support	Domino system team	153	SW configuration	D=67-94	2,1,1	Managed Product DevOps	Core Restricted	Custom		
R&D Digital	Insights & Product Development Support	Domino system team	242	Team Minutes	C=95-121	2,1,1	Managed Product DevOps	Core	Custom		
R&D Digital	Insights & Product Development Support	Domino system team	263	Team Minutes Archive (1997-2004)	E=41-66	1,1,1	Managed Product DevOps	Core	Custom		
R&D Digital	Insights & Product Development Support	Domino system team	2939	TM Web	C=95-121	2,1,1	Managed Product DevOps	Core	Custom		
R&D Digital	Insights & Product Development Support	Domino system team	770	Tracy	C=95-121	2,2,1	Managed Product DevOps	Core	Custom		
R&D Digital	Insights & Product Development Support	Domino system team	212	TSU	C=95-121	2,1,1	Managed Product DevOps	Core	Custom		
R&D Digital	Insights & Product Development Support	Domino system team	329	VAPS	E=41-66	1,1,1	Managed Product DevOps	Declining	Custom		
R&D Digital	Insights & Product Development Support	Domino System Team	599	VCS - Order Database	C=95-121	2,1,1	Managed Product DevOps	Declining	Custom		
R&D Digital	Insights & Product Development Support	Domino system team	2748	VIC	E=41-66	1,1,1	Managed Product DevOps	Core	Custom		
R&D Digital	Insights & Product Development Support	Product Dev Support	2937	Weibull	E=41-66	1,1,1	Managed Operations	Core	Cots		
R&D Digital	Insights & Product Development Support	Product Dev Support	1874	VPC	C=95-121	2,1,1	Managed Product	Core	Custom		
R&D Digital	Insights & Product Development Support	Product Dev Support	2789	XFMEA	E=41-66	2,1,1	Managed Operations	Core	Cots		
R&D Digital	Insights & Product Development Support	Product Dev Support	3097	FIND	D=67-94	2,1,1	Managed Product	Core Restricted	0		
R&D Digital	Insights & Product Development Support	Product Dev Support	2009	PSR	C=95-121	2,1,1	Managed Product	Core	Custom		
R&D Digital	Insights & Product Development Support	External Collaboration	4044	SWAN	D=67-94	3,2,1	Managed Operations DevOps	Emerging	Cots/Custom		
R&D Digital	Insights & Product Development Support	External Collaboration	2969	CEVT Citrix	D=67-94	1,1,1	Managed Operations	Core	Cots		
R&D Digital	Insights & Product Development Support	Bar Data Domain	2650	WICE	E=41-66	3,1,1	Managed Operations	Research	Custom		

R&D Digital	Insights & Product Development Support	MyQ	3476	Mini-Tab	E=41-66	1,1,1	Managed Operations	Core	Cots		
R&D Digital	Insights & Product Development Support		128	CFD Reports	E=41-66	2,1,1	Managed Product	Core	Custom		

Note:

1. Table 1 excludes incidents resolved at L1 service desk or by the Infrastructure support teams.
2. Applications using the Staff Augmentation delivery model are not included in the count in the table 1.
3. The volumetric baselines in Table 1 shall be revalidated during the Transition Project.

Table 2 provides domain wise details for applications categorized under Managed Operations and Managed Product (Classic and DevOps) Delivery Models.

Table 2 Cluster	Application Count	Monthly Incidents	Monthly Service Requests	Monthly Problems
Design and Virtual Hardware Development	27	100	-	1
Insights & Product Development Support	60	410	-	1
Test Objects and Test Environment	51	35	-	0
Grand Total	138	545	0	2

Table 3 provides the Agreed Monthly Capacity for maintenance included in the fixed price as described in Appendix A - paragraph 8.1.3

Table 4 Cluster	Number of maintenance hours
Design and Virtual Hardware Development	16
Insights & Product Development Support	16
Test Objects and Test Environment	10
Total Capacity Hours	42

Managed capacity baseline

Used for delivery model's "Managed Operation classic", "Managed Operation DevOps" (Appendix A.) regarding any non fixed price & SLA based deliveries.

Product Cluster/Service (For information and mapping only)	Role (As specified in Appendix L)	Proficiency level (As specified in Appendix L)	Specific competence description (Specific Technology)	"Key competence" (As defined in Appendix A)	Offshore FTE	Onsite FTE	Comment
IPDS/Domino	Engineer	Mix of 2, 3 & 4	Domino Skills	-	6	2	Team Configuration throughout the duration of contract

IPDS/BMTC	Engineer	Mix of 2, 3 & 4	JIRA and Confluence	-	4	3	Team Configuration in Year 1 of the contract
IPDS/BMTC	Engineer	Mix of 2, 3 & 4	JIRA and Confluence	-	5	2	Team Configuration in Year 2 & Year 3 of the contract
IPDS/SWAN	Engineer	Mix of 2, 3 & 4	Python, Linux, C#, Rest API	-	2.5	0	Team Configuration throughout the duration of contract
TOTE/Diamond	Engineer	Mix of 2, 3 & 4	Mix of C++, Python, Delphi, Embedded	-	4.5	0	Team Configuration throughout the duration of contract

## 1. ASSESSMENT OF SERVICE OBJECT OPERATIONS CHARGES AND SERVICE LEVELS

- 1.1 For the scope of Applications within a Service Object specification, a assessment of the Operations Charges, using the data included in Exhibit 1 (Baseline) for each respective Service Object, will be executed as set out below in this Section 1.3.
- 1.2 For Services, where the Operations Charges are based on price per user and/or price per Utilized Unit, no baselining shall be accepted.
- 1.3 For Operations support ticket volumes (Incidents, Problems and Service Requests), the assessment process will be as follows:
  - 1.3.1 During the Transition and ninety (90) Days from the Commencement Date ("Assessment Period") of each Service Object, the Supplier will with respect to the volumes in Exhibit 1 (Baseline), conduct an assessment to verify whether such volumes are accurate.
- 1.4 For Services that were delivered by the Supplier prior the Transition, no assessment shall be undertaken. The impact of all Change Notes that have been agreed between Parties from the date of the Baseline data as stated in Exhibit 1 until the Commencement Date for each Service Object shall be incorporated into this Agreement.
  - 1.4.1 For Services that were not delivered by the Supplier prior to the Transition, the baseline data and the result of the assessment shall be calculated as the average volumes using the data as set out in Exhibit 1 (Baseline) for that Service Object, compared with the monthly volumes measured during the Assessment Period. The Supplier will share the outcome with the Purchaser on an ongoing basis and the final result within twenty (20) Business Days from end of Assessment Period.
  - 1.4.2 Should the ticket volume increase/decrease be greater than a deadband of ten (10) percent for a specific Service Object, the Supplier shall analyse why the volumes are materially higher than those stated in Exhibit 1 of the Service Object. The Supplier shall prepare a report for the Purchaser detailing the potential causes for such materially higher volumes. The Parties shall then review and agree a remediation plan, which can include adjustment to Service Levels and/or Service Charges.
  - 1.4.3 Should the Parties not agree on the remediation plan, the Purchaser is obliged to accept 1.4.4, 1.4.5 and 1.4.6 below.
  - 1.4.4 A nominal ticket price shall be calculated by dividing the monthly Operations Charges for the relevant Service Object with the average monthly volumes, using the data as set out in Exhibit 1 (Baseline), for the same Service Object.
  - 1.4.5 After the establishment of the actual volumes during the Assessment Period, the Operations Charges for such Service Object shall, to the extent the difference with the baseline volume is greater than the deadband of ten (10) percent, be increased or decreased by an amount equal to the actual volume beyond the deadband of ten (10) percent - as established during the Joint Verification Period – multiplied with the agreed nominal volume price.
  - 1.4.6 Any change to the Operations Charges per Service Object shall be implemented and a new version of Exhibit 2 (Pricing) for that Service Object shall be created by the Supplier to consider the impact of the Joint Verification. For any change to Operations Charges resulting from joint verification of a Service Object, at least the same year on year productivity/ price reduction percentage of the overall Operations Charges for that Service Object as set out in Exhibit 2 shall be applied.



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## Exhibit 2 - Pricing

Under the Service specification for Service Object  
*R&D Digital*

Confidential

Name of document			Page
Exhibit 2 - Pricing			2 (10)
Type of document Exhibit	Security class: Confidential	Issue 1.0	Date 2022-06-28
Issuer <b>Antartica Bars Corporation</b>		Exhibit 2	



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Issuer <b>Antartica Bars Corporation</b>		Exhibit <b>2</b>	



## 1. Introduction

This Exhibit is part of the Master Services Agreement between the Purchaser and the Supplier and stipulates the pricing and any special terms applicable to the Services be performed in accordance to the Service Specification for Service Object **R&D Digital**.

## 2. Applicability

This Exhibit 2 applies only to the Service Specification as per the term of services mentioned below.

Service	Commencement Date	Term of Service	End Date of the term
Transition Services as per Exhibit 5 – Transition Plan	N/A	N/A	N/A
Services as per the Service Specification	2022-09-01	40 months	2025-12-31

## 3. Transition Services cost

4. The agreed costs along with the payment milestones for Transition Services as per Exhibit 5 – Transition Plan are set out in the table below.

Milestone Description	Milestone Invoice Date	Cost (USD)
“Any key milestone”	N/A	N/A
End of Service Transition	N/A	N/A
<b>Total</b>	<b>Total</b>	<b>N/A</b>

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<b>Exhibit 2 - Pricing</b>			<b>4 (10)</b>
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Issuer <b>Antartica Bars Corporation</b>	Exhibit <b>2</b>		



## 5. Operations cost

- 5.1 The agreed monthly costs for the Services are set out in the table below. All costs are in USD.

Month	Monthly Cost (USD) including Total Bonus Value
September 2022	\$ 192,494.93
October 2022	\$ 192,494.93
November 2022	\$ 192,494.93
December 2022	\$ 192,494.93
<b>Total September 2022 – December 2022</b>	<b>\$ 769,979.72</b>
January 2023	\$ 192,494.93
February 2023	\$ 192,494.93
March 2023	\$ 192,494.93
April 2023	\$ 192,494.93
May 2023	\$ 192,494.93
June 2023	\$ 192,494.93
July 2023	\$ 192,494.93
August 2023	\$ 192,494.93
September 2023	\$ 183,554.10
October 2023	\$ 183,554.10
November 2023	\$ 183,554.10
December 2023	\$ 183,554.10
<b>Total January 2023 – December 2023</b>	<b>\$ 2,274,175.83</b>
January 2024	\$ 183,554.10
February 2024	\$ 183,554.10
March 2024	\$ 183,554.10
April 2024	\$ 183,554.10
May 2024	\$ 183,554.10
June 2024	\$ 183,554.10

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July 2024	\$ 183,554.10
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August 2024	\$ 183,554.10
September 2024	\$ 183,294.81
October 2024	\$ 183,294.81
November 2024	\$ 183,294.81
December 2024	\$ 183,294.81
<b>Total January 2024 – December 2024</b>	<b>\$ 2,201,612.05</b>
January 2025	\$ 183,294.81
February 2025	\$ 183,294.81
March 2025	\$ 183,294.81
April 2025	\$ 183,294.81
May 2025	\$ 183,294.81
June 2025	\$ 183,294.81
July 2025	\$ 183,294.81
August 2025	\$ 183,294.81
September 2025	\$ 183,294.81
October 2025	\$ 183,294.81
November 2025	\$ 183,294.81
December 2025	\$ 183,294.81
<b>Total January 2025 – December 2025</b>	<b>\$ 2,199,537.75</b>



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Type of document <b>Exhibit</b>	Security class: <b>Confidential</b>	Issue <b>1.0</b>	Date <b>2022-06-28</b>
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5.2 The estimated Monthly Costs for the Managed Capacity are set out in the table below. The estimated Monthly Cost are calculated based on the roles and volumes defined in Exhibit 1 (Baseline) to this Service Object and the hourly rates defined in Exhibit A to Appendix L (Rate bard). If any conflict between the table below and the Exhibit 1 and the Exhibit A to Appendix L, then the Exhibit 1 and the Exhibit A to Appendix L will prevail.

<b>Month</b>	<b>Estimated Monthly Cost (USD) for Managed Capacity</b>
September 2022	\$ 566,870.36
October 2022	\$ 566,870.36
November 2022	\$ 566,870.36
December 2022	\$ 566,870.36
<b>Total September 2022 – December 2022</b>	<b>\$ 2,267,481.45</b>
January 2023	\$ 566,870.36
February 2023	\$ 566,870.36
March 2023	\$ 566,870.36
April 2023	\$ 566,870.36
May 2023	\$ 566,870.36
June 2023	\$ 566,870.36
July 2023	\$ 566,870.36
August 2023	\$ 566,870.36
September 2023	\$ 549,817.25
October 2023	\$ 549,817.25
November 2023	\$ 549,817.25
December 2023	\$ 549,817.25
<b>Total January 2023 – December 2023</b>	<b>\$ 6,734,231.89</b>
January 2024	\$ 549,817.25
February 2024	\$ 549,817.25
March 2024	\$ 549,817.25
April 2024	\$ 549,817.25
May 2024	\$ 549,817.25

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June 2024	\$ 549,817.25
July 2024	\$ 549,817.25
August 2024	\$ 549,817.25
September 2024	\$ 542,678.81
October 2024	\$ 542,678.81
November 2024	\$ 542,678.81
December 2024	\$ 542,678.81
<b>Total January 2024 – December 2024</b>	<b>\$ 6,569,253.24</b>
January 2025	\$ 542,678.81
February 2025	\$ 542,678.81
March 2025	\$ 542,678.81
April 2025	\$ 542,678.81
May 2025	\$ 542,678.81
June 2025	\$ 542,678.81
July 2025	\$ 542,678.81
August 2025	\$ 542,678.81
September 2025	\$ 542,678.81
October 2025	\$ 542,678.81
November 2025	\$ 542,678.81
December 2025	\$ 542,678.81
<b>Total January 2025 – December 2025</b>	<b>\$ 6,512,145.75</b>

## 6. Total Bonus Value

The Service Bonus Model and the calculation of the Bonus Value is defined in Appendix F, Section 5. The Total Bonus Value for this Service is defined as:

- As 4% of the Monthly Cost, defined in Section 4.1 above. (i.e. the Total Bonus Value is the span between 96% – 100% of the Monthly Cost)

## 7. Invoicing Terms

The invoicing and payment terms monthly retroactive, as set out in Appendix L to the Agreement, will apply.

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## 8. Special terms

1. The above pricing is based on the application count and incident baseline volume as described in Exhibit 1 - Baseline\_2022\_R&D\_Digital
2. Service Bonus is applicable for fixed spend deliveries
3. Calibration period: Antarctica Bars and HCL agree to a 6-month calibration period for arriving at acceptable and target service level for all KPIs including Resources fulfillment & attrition KPIs. These recalibrated levels are to be jointly agreed at the product area level and discussions supported by VE lead & procurement
4. For Attrition KPI measurement it will be only applicable for designated & dedicated resources working for fixed delivery
5. The following roles and rate card have been mapped to the DEV capacity. For each DEV, role the mapping and appropriate rate would be mutually discussed and agreed before onboarding

Role	Competence	Sweden SEK/h	Belgium EUR/h	Charleston USD/h	Shanghai RMB/h	India USD/h
Agile Coach	Competent	1,032.47	NA	NA	NA	36.75
Agile Coach	Proficient	1,203.09	NA	NA	NA	43.94
Agile Coach	Expert	1,801.68	NA	NA	NA	60.02
Application Technology	Novice	683.69	NA	NA	NA	15.54
Application Technology	Advance Beginner	800.00	75.00	90.00	300.00	21.00
Application Technology	Competent	893.17	90.00	100.00	350.00	28.37
Application Technology	Proficient	998.77	102.72	115.50	410.74	36.75
Application Technology	Expert	1,085.14	120.00	144.37	513.42	38.30
Architect, Infrastructure	Competent	803.05	71.93	92.46	425.00	31.14
Architect, Infrastructure	Proficient	1,003.81	89.92	114.42	525.00	38.92
Architect, Infrastructure	Expert	1,355.14	121.00	150.00	750.00	52.54
Architect, Software	Competent	1,030.93	95.00	110.46	395.96	38.00
Architect, Software	Proficient	1,288.66	120.00	130.00	450.00	65.00
Architect, Software	Expert	1,739.69	140.00	189.77	668.18	65.00
Automation Tester	Novice	690.39	NA	NA	NA	20.00
Automation Tester	Advance Beginner	719.98	NA	NA	NA	22.00
Automation Tester	Competent	803.81	85.00	100.00	380.31	27.00

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Automation Tester	Proficient	1,004.76	110.00	130.00	460.00	40.08
Automation Tester	Expert	1,356.43	150.00	180.47	628.50	54.11
Business Analyst	Expert	1,652.28	156.97	210.00	707.81	68.19
Business Analyst (strategy/process oriented)	Expert	1,657.00	157.00	215.00	707.81	68.19
Business Intelligence Engineer	Expert	1,652.28	156.97	215.00	650.00	68.19
CAD/PLM Developer	Novice	719.98	NA	NA	NA	15.20
CAD/PLM Developer	Advance Beginner	803.81	NA	NA	NA	30.57
CAD/PLM Developer	Competent	838.29	90.00	112.46	400.00	36.75

CAD/PLM Developer	Proficient	1,047.86	115.00	140.57	450.00	39.50
CAD/PLM Developer	Expert	1,414.61	150.00	189.00	550.50	62.00
Data Engineer	Expert	2,053.89	200.00	225.00	750.00	62.00
Dev Ops Engineer	Novice	719.98	NA	NA	NA	24.91
Dev Ops Engineer	Advance Beginner	803.81	NA	NA	NA	29.40
Dev Ops Engineer	Competent	838.29	90.00	111.33	410.09	36.96
Dev Ops Engineer	Proficient	1,047.86	115.00	135.00	463.96	57.75
Dev Ops Engineer	Expert	1,414.61	155.00	189.00	626.35	77.96
Digital Architect	Expert	1,652.28	157.00	219.00	662.93	78.04
Engineer - Legacy	Expert	1,280.65	130.00	200.00	690.45	47.84
Engineer - Middleware/Databas	Expert	986.63	87.74	154.50	549.41	43.97
Full Stack Developer .net/java	Novice	803.83	NA	NA	NA	24.91
Full Stack Developer .net/java	Advance Beginner	838.29	NA	NA	NA	30.00
Full Stack Developer .net/java	Competent	892.14	100.00	118.01	401.00	36.75
Full Stack Developer .net/java	Proficient	1,115.17	120.45	149.00	501.83	46.20
Full Stack Developer .net/java	Expert	1,505.48	160.45	201.15	677.48	65.00
iSeries Technical Specialist	Competent	719.69	65.78	78.75	251.74	26.25
iSeries Technical Specialist	Proficient	899.61	82.22	97.45	314.67	32.81
iSeries Technical Specialist	Expert	1,214.47	111.00	132.89	424.81	44.30
PLM Architect	Proficient	992.27	100.00	130.00	475.15	36.75
PLM Architect	Expert	1,339.56	130.00	177.19	609.28	49.61
Product Creation Application Engineering	Competent	838.92	NA	NA	NA	27.30
Product Creation Application Engineering	Proficient	1,048.65	NA	NA	NA	34.13
Product Creation Application Engineering	Expert	1,415.67	NA	NA	NA	46.07

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<table border="1"> <thead> <tr> <th>Product Manager</th><th>Expert</th><th>1,971.65</th><th>NA</th><th>NA</th><th>NA</th><th>74.77</th></tr> </thead> <tbody> <tr><td>Product Owner</td><td>Expert</td><td>2,205.14</td><td>NA</td><td>NA</td><td>NA</td><td>69.97</td></tr> <tr><td>Project/Program Manager</td><td>Expert</td><td>2,200.14</td><td>165.55</td><td>225.00</td><td>850.00</td><td>69.97</td></tr> <tr><td>RTE</td><td>Expert</td><td>974.23</td><td>NA</td><td>NA</td><td>NA</td><td>39.97</td></tr> <tr><td>Scrum Master</td><td>Expert</td><td>2,000.00</td><td>155.25</td><td>225.65</td><td>800.98</td><td>65.00</td></tr> <tr><td>Software Engineer</td><td>Expert</td><td>1,171.39</td><td>120.00</td><td>142.88</td><td>503.67</td><td>68.19</td></tr> <tr><td>Software Engineer - Legacy</td><td>Expert</td><td>1,215.52</td><td>125.63</td><td>160.46</td><td>606.77</td><td>45.00</td></tr> <tr><td>Testing</td><td>Competent</td><td>596.69</td><td>70.57</td><td>79.38</td><td>275.00</td><td>20.97</td></tr> <tr><td>Testing</td><td>Proficient</td><td>745.87</td><td>84.00</td><td>98.23</td><td>353.53</td><td>26.21</td></tr> <tr><td>Testing</td><td>Expert</td><td>1,006.92</td><td>110.00</td><td>133.95</td><td>477.27</td><td>35.00</td></tr> <tr><td>User Interface/Experience</td><td>Competent</td><td>1,218.04</td><td>145.00</td><td>150.00</td><td>525.00</td><td>32.00</td></tr> <tr><td>User Interface/Experience</td><td>Advanced Beginner</td><td>1,143.51</td><td>NA</td><td>NA</td><td>NA</td><td>21.02</td></tr> <tr><td>User Interface/Experience</td><td>Proficient</td><td>1,522.55</td><td>170.00</td><td>175.00</td><td>625.00</td><td>43.96</td></tr> <tr><td>User Interface/Experience</td><td>Expert</td><td>2,100.03</td><td>225.00</td><td>250.00</td><td>850.00</td><td>62.00</td></tr> <tr><td>Visual Designer</td><td>Competent</td><td>1,199.95</td><td>NA</td><td>NA</td><td>NA</td><td>36.00</td></tr> <tr><td>Visual Designer</td><td>Proficient</td><td>1,500.00</td><td>NA</td><td>NA</td><td>NA</td><td>44.96</td></tr> <tr><td>Visual Designer</td><td>Expert</td><td>2,100.03</td><td>NA</td><td>NA</td><td>NA</td><td>62.00</td></tr> </tbody> </table>							Product Manager	Expert	1,971.65	NA	NA	NA	74.77	Product Owner	Expert	2,205.14	NA	NA	NA	69.97	Project/Program Manager	Expert	2,200.14	165.55	225.00	850.00	69.97	RTE	Expert	974.23	NA	NA	NA	39.97	Scrum Master	Expert	2,000.00	155.25	225.65	800.98	65.00	Software Engineer	Expert	1,171.39	120.00	142.88	503.67	68.19	Software Engineer - Legacy	Expert	1,215.52	125.63	160.46	606.77	45.00	Testing	Competent	596.69	70.57	79.38	275.00	20.97	Testing	Proficient	745.87	84.00	98.23	353.53	26.21	Testing	Expert	1,006.92	110.00	133.95	477.27	35.00	User Interface/Experience	Competent	1,218.04	145.00	150.00	525.00	32.00	User Interface/Experience	Advanced Beginner	1,143.51	NA	NA	NA	21.02	User Interface/Experience	Proficient	1,522.55	170.00	175.00	625.00	43.96	User Interface/Experience	Expert	2,100.03	225.00	250.00	850.00	62.00	Visual Designer	Competent	1,199.95	NA	NA	NA	36.00	Visual Designer	Proficient	1,500.00	NA	NA	NA	44.96	Visual Designer	Expert	2,100.03	NA	NA	NA	62.00
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## 6. Contact persons

Purchaser's key commercial contact for the Service(s) will be:

Lisa Jonsson ([lisa.jonsson@Antarticabars.com](mailto:lisa.jonsson@Antarticabars.com)) - +46 72 88 70607

Supplier's key commercial contact for the Service(s) will be:

Sachidanand Menon ([sachidanand.menon@hcl.com](mailto:sachidanand.menon@hcl.com)) - +46 73 57 40571



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## Exhibit 4

### Under the Service specification for Service Object R & D Digital

Regarding: Optimisations, Transformation and one-time tasks

Confidential

Date: 2022-06-28



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## 1. General

This Exhibit is a part of the Master Services Agreement between the Purchaser and the Supplier. The document details tasks that can or will be performed by the Supplier and that is of a one-time nature. It outlines the different Optimisation tasks the Supplier plans to perform as well as the offered Transformation ideas. Finally it contains tasks of a one-time nature but that for some reason is not part of the Transition.

It shall not in any way be interpreted as exempting the Supplier from performing the necessary actions to fulfil all requirements in the Service Object Service Specification. If there is a conflict between this Exhibit and the overarching view of the Delivery in the Service Object Service Specification, the Service Object Service Specification shall prevail.

## 2. Optimisation

The Supplier shall list all Optimisation activities that are to be performed by the Supplier. The purpose of the list is to make the Purchaser aware of the planned activities and make it possible for the Purchaser to follow up these activities.

For planned Optimization activities, If any, please refer section section 5 of the Service Object Specification for R&D Digital.

## 3. Transformation

The Supplier shall include a description of all Transformation activities offered by the Supplier in their bid. N.B. this list is only containing the offered Transformation activities as options for the Purchaser and do not constitute any agreement by the Purchaser to start any of the activities. All activities shall be separately started and ordered by the Purchaser.

For planned Transformation activities, If any, please refer section section 5 of the Service Object Specification for R&D Digital.

Prashant Attri

HCL Technologies Sweden AB