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1. Description of Services

2.1 For the project identified above, Provider will provide HAEA the services described above (the "Services") at 10550 Talbert Avenue 3rd Floor, Fountain Valley, California and/or Provider's facilities located at Orange County, California on a "Fixed Fee" basis (i) in accordance with the terms and conditions of the Agreement, (ii) at the rates and costs set forth below, and (iii) pursuant to the express direction and orders of the HAEA project manager designated above.

2.2 Provider will provide the following deliverables as part of the Services (the "Deliverables") according to and in conformance with the schedule set forth below. Time is of the essence in the completion and delivery of the Services and the Deliverables.

#	Deliverable Name and Description	Due date	Monthly Fee
Year 2022	Transition Phase 1. Level 2 and Level 3 support including break-fix 2. Installs, Moves, Adds, and Changes (IMAC) 3. White glove VIP support 4. Remote control Support 5. Imaging workstation/desktop 6. Upgrades and installations 7. Software support 8. Peripheral device support 9. Coordinate and Collaborate 10. Device life cycle refresh 11. Smart Hand Support 12. Asset Management	12 Dec 2022 – 31st Jan 2023	Waived
Year 2023	Monthly services in conformance with SLA/SLRs as contained in the Exhibits to this SOW, or as amended from time to time, at each specified service location. 1. Level 2 and Level 3 support including break-fix 2. Installs, Moves, Adds, and Changes (IMAC) 3. White glove VIP support 4. Remote control Support 5. Imaging workstation/desktop 6. Upgrades and installations 7. Software support 8. Peripheral device support 9. Coordinate and Collaborate 10. Device life cycle refresh 11. Smart Hand Support 12. Asset Management	1st Feb 2023 – 31st Jan 2024	
Year 2024	1. Level 2 and Level 3 support including break-fix 2. Installs, Moves, Adds, and Changes (IMAC) 3. White glove VIP support	1st Feb 2024 – 31st Jan 2025	

	4. Remote control Support 5. Imaging workstation/desktop 6. Upgrades and installations 7. Software support 8. Peripheral device support 9. Coordinate and Collaborate 10. Device life cycle refresh 11. Smart Hand Support 12. Asset Management			
Year 2025	1. Level 2 and Level 3 support including break-fix 2. Installs, Moves, Adds, and Changes (IMAC) 3. White glove VIP support 4. Remote control Support 5. Imaging workstation/desktop 6. Upgrades and installations 7. Software support 8. Peripheral device support 9. Coordinate and Collaborate 10. Device life cycle refresh 11. Smart Hand Support 12. Asset Management	1st Feb 2025 – 31st Jan 2026		

2.3 Provider will meet the following general acceptance criteria for each Deliverable as set forth below. Detailed Service Level is described in attached Exhibits.

Deliverable Name	Acceptance Criteria
Service Level Agreement listed in this SOW Exhibits	Resolution and Response Times mentioned in this SOW

2.4   Provider is not authorized to start performing Services or incurring any Expenses (as defined below) unless and until Provider has a fully executed copy of this SOW and HAEA has issued a valid purchase order therefor. Any Fees for Services performed, or Expenses incurred by Provider prior to such issuance of a signed SOW and purchase order will not be due and payable or reimbursable by HAEA unless HAEA elects to make such payment in its sole discretion.

2.5 Order of Precedence. Any inconsistency or conflicts in the performance of Services shall be resolved by giving precedence in the following order: (a) The Agreement, (b) the SOW, (c) Exhibits or Attachments to the SOW.

2. Responsibilities of Provider

3.1   Provider will perform all Services to HAEA's reasonable satisfaction which shall be a condition of HAEA's payment of Fees and Expenses for such Services

3.2   Provider will be responsible for scheduling all personnel necessary and required to perform the Services ("Personnel") on a timely basis and will be responsible for supervising all such Personnel. Provider will only invoice HAEA for hours actually worked by Personnel

3.3 If Provider is providing the Services offsite at Provider's facility, Provider will furnish all equipment, tools and materials necessary and required for the performance of the Services on a timely basis

3.4 If providing the Services at HAEA's facility, Provider will use its best efforts not to disrupt the operations of HAEA, and maintain a reasonably clean workspace.

3.5 Provider shall prepare and deliver such periodic reports reasonably requested by HAEA from time to time and shall meet with HAEA from time to time to discuss such reports and other matters requested by HAEA

3.6 Provider will identify any property, materials, software, etc. being used by Provider in order to provide the Services

3.7 The existence of, the information contained in, and the Services performed under this SOW shall constitute Confidential Information under the Agreement, and any product of the Services shall constitute Work Product under the Agreement

3. Responsibilities of HAEA

4.1 If Provider will be providing the Services onsite at HAEA's facility, subject to the terms and conditions of the Agreement, then HAEA will provide appropriate and reasonable (i) access to HAEA's facilities, (ii) access to HAEA personnel necessary to provide Provider with information and/or directions and/or decisions necessary for Provider to provide the Services, (iii) workspace, computers, landline telephones, and Internet access required for providing the Services pursuant to HAEA's IT security policies, and (iv) if Provider will be providing the Services remotely from Provider's facility, then HAEA will provide appropriate and reasonable remote access to HAEA's target servers subject to HAEA's IT security policies. Currently, there are workplace restrictions that have been enacted by federal, state and local governmental authorities because of coronavirus/Covid-19. Both parties agree to abide by those restrictions at all times.

4.2 HAEA shall meet with Provider as reasonably necessary to discuss the status and performance of the Services, reports provided by Provider, and other matters requested by HAEA or Provider.

4. Fees, Expenses, and Invoices

5.1 <u>Fees and Expenses</u>. HAEA shall pay to Provider the monthly Fixed Fee for the Services under this SOW. The monthly Fixed Fee is based on the costs for the Deliverables which are calculated as set forth in the table below. The monthly Fixed Fee is inclusive of any and all fees for the Services performed (the "Fees") except for Expenses as defined below.

Year	Start Date	End Date	Monthly Fees	Total Fees
Year 1	2/1/2023	1/31/2024		
Year 2	2/1/2024	1/31/2025		
Year 3	2/1/2025	1/31/2026		
		TOTAL (36-months)		

4.2 Expenses. HAEA shall reimburse Provider in accordance with the terms and conditions of the Agreement for the expenses incurred with regard to the Services provided on this Project as set forth below (the "Expenses").

28	Expense name and details	Cost
01	Any Travel related expenses requested by HAEA will be billed at actuals	
Total Expenses		

5.3　Invoices. The Fixed Fee will be invoiced by Provider to HAEA in accordance with the invoice schedule set forth below (the "Invoice Schedule"); however, all invoices will only be submitted to HAEA after acceptance of Deliverables by HAEA. Provider will issue invoices for Expenses within ten (10) days of the end of the month in which the Expense was incurred. Invoices will contain the correct payment terms according to the terms of the Agreement and not Provider's standard payment terms. HAEA will pay all undisputed invoices in accordance with the terms and conditions of the Agreement.

5.4　Retention. Notwithstanding anything contained in this SOW, HAEA will not be responsible for payment of any remuneration in association with Provider's retention or termination of Personnel.

5.5　Reduction. All Fees and Expenses shall be subject to a mutually agreeable equitable reduction should any Services not be completed to HAEA's reasonable satisfaction in a timely manner.

5.6　Key Personnel. The following individuals shall be considered key personnel for the Services performed under this SOW pursuant to the Agreement:

Key Personnel Name	Role	Count	Location	Years of Experience
TBD	CDM Manager / Project Manager	1	CA	8+
TBD	CDM Eng	13	CA	10+
TBD	CDM Eng	4	Remote	10+
TBD	Asset Management	2	CA	10+
TBD	CDM Eng (Korean speaking Tech)	2	Irvine, CA	8+
TBD	CDM Eng	4	Offshore, India	8+
TBD	Asset Management	1	Offshore, India	8+

The above personnel may be subject to change and to be replaced by Personnel with approval of HAEA's authorized representative's approval.

5. Escalation Procedure
HAEA will escalate issues to Provider based on the following escalation levels:

Level	Escalation Point	Priority	Issues	Contact Details
1		Normal	• Schedule slippage	
2		High	• Billing Issues • Any issue that is not resolved by the Program Manager ("Level 1") in the committed time frame	

Provider will escalate issues to HAEA based on the following escalation levels:

Level	Escalation Point	Priority	Issues	Contact Details
1		Normal	• Dependencies • Delays in response	
2		High	• Any issue that is not resolved by HAEA Project Manager in the committed time	

6. Term, Termination and Disentanglement Provisions for this SOW

This SOW will commence on the SOW Effective Date and continue until the earlier of the SOW Completion Date, the termination of the Agreement, or the termination of this SOW under the Agreement. December 12, 2022 is the "SOW Effective Date" and will last until January 31, 2026, the "SOW Completion Date".

HAEA may, in its sole discretion, terminate and or disentangle any part or all of the Services being performed by Provider under this SOW immediately for failure of Provider to adequately meet its obligations under this SOW or the Agreement in HAEA's sole discretion upon thirty (30) days' written notice, or for any reason whatsoever upon ninety (90) days' prior written notice. HAEA will be responsible for Fees and Expenses, as set forth above, incurred up to the date of termination and or disentanglement date.

A transition for any type of handover to a new provider, or back to HAEA, the parties agree that three (3) months for this process is an adequate time period. As part of this handover and or transition during this disentanglement period, Provider will continue to perform its services to the levels as described herein, and retain existing resources, with reasonable effort, provide documentation and or necessary knowledge transfer as requested by HAEA or new provider. Transition or disentanglement monthly fee will be same as last month's fee before the termination date.

7. Service Levels and Service Level Adherence by Provider

The response time for Service Level is agreed to by the parties, pursuant to the attached Exhibit C to this SOW.

EXHIBIT A
CDM Services Overview

I.   Overview

HAEA Client Device Management ("CDM") team provides a shared service in support of all HAEA users and HAEA affiliates ("Affiliates", "HAEA Customers", "Clients", "Corporate Business Units" or "CBU").

The scope of the services provided under this SOW shall include these two primary categories of function:

- Client Device Management
- Asset Management

The MSP will manage and support approximately 6,500 desktops, laptops, virtual desktops, as well as the corresponding or related user peripherals for all HAEA customers located across North America.

Services that the MSP will support will include (but not limited to):

- Support and Maintenance of all compute devices and peripherals ("Client Devices")
- Periodic Upgrade and Refresh of all Client Devices
- Asset Management of all Client Devices
- Operational improvement and process efficiency improvements
- Process documentation (update and creation) and maintenance services
- Cost and process efficiency commitments over the span of the services
- Pre-deployment testing of client computers prior to onboarding.
- Post-deployment end-user training and resolutions of issues for new users.
- Client follow-up and ticket closure
- Meet or exceed Client Satisfaction SLA
- Meet or exceed time-to-resolve SLA
- 480-Project Pool Hours per year

The MSP is required to improve service delivery while reducing cost through innovation, optimization of operations while expanding the quality of service, including all associated desktop operations with onsite support, via smart hands, and remote support.

Key objectives and requirements include, but is not limited to:

Strategic
- Support HAEA to enhance the provisioning of client device end-user services.
- Establish innovation via automation and self-service
- Provide technology solutions architected to support all CBUs
- Leverage best-practices and experiences to propel improvements
- Increase service delivery while reducing costs through process optimization and innovation

Operations
- Decrease time, effort and cost for the operational task by utilizing industry standards, and use/deployment tools
- Provide desktop hardware and software technical support for tickets assigned through Information Technology Service Management ("ITSM") and ServiceNow
- Align business needs while supporting HAEA and CBU policies and security standards
- Measure, track, report and enhance the quality of service to all end-users
- Provide outstanding customer service as measured through various feedback methods such as ticket system customer response surveys, periodic Global client surveys, feedback from different HAEA personnel or management and direct customer feedback in the form of praise or complaints, and measurement of ticket response and closure time
- Actively monitor the ITSM and/or ServiceNow ticket queues (queue management) to proactively anticipate shortfalls and pre-empt them through management action.
- Open, close and update incident history accurately and timely in ITSM, ServiceNow or other Helpdesk applications, per SLA standards, and per documented procedures.
- Document all attempts to contact customers, update customers, order equipment, or any status in the fulfillment of the request, in the corresponding service ticket.
- Escalate and coordinate with appropriate HAEA teams as is required
- "Own" the assigned tickets, from assignment to closure, to ensure accountability

Optimization
- Proactively seek and offer recommendations to optimize the technology environment, increase the quality of service and reduce cost
- Offer options and guidance for establishing and improving the current delivery models (i.e., shared services, remote capabilities)

- Gradually decrease resources by implementing a flexible smart-hands service, introduce automation, virtualize services, and self-service where possible

Required Services:
The Service Provider shall provide the following services as part of Client Device Services.

- **Level 2 and Level 3** support including break-fix: The onsite or remote technical support services are the tasks or actions that align with the delivery, dispatch, and or management of Level 2 and Level 3 incident resolution services. The services are comprised of onsite, smart-hands, or remote troubleshooting, diagnXXXs, and resolution of incidents for client devices and peripherals. The onsite and remote technical support resources are required to coordinate with the service desk, third-party Provider s, and internal support groups to manage all onsite or remote technical support requests to resolution and closure.
- **Installs, Moves, Adds, and Changes** (IMAC): Perform IMAC services that include completing routine installations, relocations, and upgrades of client devices, peripherals, and software. Scheduling, configuring, testing, imaging backup, user data migration, and related tasks will be performed as part of IMAC responsibilities.
- **White glove VIP support**: All Desktop support requirements directly or indirectly impacting VIPs of HAEA and its affiliate should be performed by as a high priority by the Service Provider per the VIP service levels required by HAEA. Queue coordinators should be watching for incoming VIP tickets and escalate accordingly. White Glove resources should include resources with Korean/English language skills. White Glove resources will be expected to provide on-call IT services for VIP users. White Glove resources are to ensure that all work is recorded within the appropriate ticketing system.
- **Remote control**: To establish a highly efficient support model for Client devices, the Service Provider shall provide support using remote control wherever possible.
- **Imaging**: The Service Provider will help support and facilitate the process of desktop imaging. Such services include development, testing, deployment, and support of standard HAEA specified imaging standards and policies. The tasks can include the development, deployment, testing, and support of operating system software, security software, Microsoft Office applications, and messaging/email software, among others.
- **Upgrades and installations**: The Service Provider will help support and facilitate the process of testing and installing new releases, upgrades, and patches to applications, software, and operating systems used on client devices.
- **Software support**: Service provider will help accomplish performance and functional testing of supported software, troubleshoot, and resolve all supported software problems following industry-standard incident management procedures.
- **Hardware and software installation**: Service Provider will help schedule, configure, test, install, troubleshoot, uninstall, and provide guidance for the latest client device products to include software and hardware.
- **Peripheral device support**: Provide Level 1 and 2 support for printers, copiers, scanners, Multi-function devices, projects, and others. Support includes frequent scheduling, troubleshooting, parts replacement, general maintenance, and third-party support scheduling.
- **Coordinate and Collaborate**: With third-party providers, service providers, and specialists to leverage services for warranty, parts, and labor.
- **Device life cycle refresh**: Perform client device refresh tasks to include imaging, scheduling, tracking, deploying, and replacing devices base on the end of lease. Improve procedures and policies. Manage reports regarding the progress of the refresh cycle. The refresh activity is required during the period that HAEA leases or maintains the client compute devices. This will be retired if/when all inventory has transitioned to Device as a Service.
- **Smart Hand**: Support ad-hoc requests that require additional resources to support projects, on-demand dispatching, or temporary ticket spikes. Resources will also support client device upgrades, Level 1 – 3 calls, backfills, server racking, and stacking, etc.
- **Monthly site support**: Provide Level 2-3 support for agreed sites on a monthly basis. The services include but are not limited to client device maintenance, troubleshooting, inventory checks, all other client devices services as required.
- **Process Documentation and Maintenance**: Creation, update, and maintain Client Device team manuals, procedures, tools, and checklists so that such documents can be referenced by all team members, including XXX resources, to provide efficient, consistent service and training of any new resource.

- **Process Improvement:** Suggest process improvements in all facets of the services provided. Process Improvement ideas need not wait for quarterly meetings and can/should be proposed at any time where operational efficiency, cost reduction or customer satisfaction can be improved.

II.   Client Device Services:

Client Device Service are the services, tasks, and actions required to provide and support HAEA and its affiliates' end-users, desktop devices, peripherals, and software. The Service Provider will deliver Client Device services, which include:
- Desktop, Laptop, and Tablet devices and system softwares
- Software that is part of the standard desktop image, enterprise desktop software, and internal Hyundai Group applications
- Coordinate with Asset Management to ensure:
  - Device was appropriately allocated from inventory for the CBU for which it was intended
  - Quality / Condition of the device meet professional standards
  - Client Device Inventory levels and status

A. Hardware Standards
These standards represent the current technologies deployed within the HAEA environment. They are subject to change; however, the current list includes (but not comprehensive):

No.	Product	Hardware OEM
1	Desktops/Laptops/Thin Client	Dell, Lenovo, HP, Apple, Microsoft, Wyse, 10Zig
2	Tablets	Apple, Dell, Lenovo, Microsoft
3	Monitors	Lenovo, Samsung, View Sonic, Dell
4	Printers	HP, Zebra, Brother, Lexmark, Ricoh
5	Scanners (Bar Code Readers)	Psion Teklogix, Omni, Micros, Zebra
6	Scales	Varsity, Weigh-Tronix
7	Phones	Cisco
8	Headsets	Plantronics, Microsoft live Chat
9	Projectors	View Sonic, Dell,

B. Software Standards
These standards represent the current technologies deployed in the HAEA environment. These standards are subject to change; however, the current list includes:

*Table 2.2.5

Product	Software OEM
Application	Adobe Suite
Application	Office Suite 2016-O365
Application	SAP
Application	Vasco OTP, SoftCamp DRM, MBAM, Duo, Digital Guardian
Application	TeamViewer, Dameware
Client Agents	SCCM, Cisco AnyConnect, F5, ISE NAC
Client Anti-Virus	Symantec, Microsoft Defender
Internet	Edge Chromium, Chrome, Safari
OS	Windows 10, iOS, OSX
VDI environments	VMware, Hyper-V, Citrix, RSD, WVD

C. Estimated Service Volume

Demand	Total
ITSM or ServiceNow Tickets	2035 / month
ESM Tickets	650 / month
# of Desktops/Laptops in use	5796
Printers	1896
Monitors	8047
Scanners	87+
Phones	5000
Scales	46
Projectors	100+

D. HAEA Applications

The following are required systems currently used to support the desktop services

System	Usage
Autoway/CUBE/ESM	Equipment Requests
ITSM	Internally developed ticketing system
ServiceNow	Highly customized, industry standard ticketing system
M+ Messenger	Internally developed instant messaging tool
MS Office Suite	Documentation, Email, Datasheets, etc.
TeamViewer, Dameware, SCCM	Remote and device management Tools
SAP	Inventory management

E. Supported Languages

English, Korean

F. Responsibilities

Technician Requirements

- HAEA requires Desktop technicians to have a minimum A+ certification or better. Network +, Security +, Azure Fundamentals, and ITIL foundation or similar certifications are encouraged but not required.

- HAEA requires a minimum of **3 Korean speaking desktop technicians** to support executive coordinators and VIPs.

- Ad hoc requests to change the service hours will be made available to the Service Provider's Program or Project Manager at least 24 hours prior to the required start time.

- HAEA requires that all technicians have the flexibility for cross-training, CBU site change, and hour of operation changes depending on CBU and HAEA needs.

- Technicians must be able to communicate clearly and support HAEA users through various mediums, including:

- In person
- Via telephone
- Via eMail
- Via Chat tools (Skype, or other HAEA chat tools)
- Via Conference tools (e.g. Teams, WebEx,)
- Other emerging technologies as implemented by HAEA

- HAEA reserves the right to remove provider resources for the Services for any reason, or no reason whatsoever. Service Providers will provide qualified and well-vetted replacement resources within one week of release of the prior resource.

- Providers' technicians should have completed a background check and drug panel screening as is normal practice for HAEA onsite resources.

Provider's Operational Support:

- Maintain current operational performance (beginning of engagement)
- Record, reference, or update HAEA procedures and policies to facilitate onboarding, training, and operational readiness of Provider's team.
- Build and maintain (keep updated) HAEA's operational process library
- Identify and implement process and operational efficiencies and present to HAEA Management for implementation consideration

HAEA's Responsibilities
- Provide hardware (compute devices and peripherals)
- Provide software
- Provide system access
- Provide base policies and standards for hardware and software

Desktop Responsibilities:

1. General Services Roles and responsibilities

Basic Level Services/Responsibilities	Provider	HAEA
o Provide expert level 2 and 3 assistance for questions or requests regarding the features, functions, and usage of hardware and software. o Identify, escalate, manage incident resolution, close incidents, and service requests, to include those escalated to third parties. o Offer suitably trained Client Device staff for level 2 and 3 onsite and remote technical support to meet HAEA requirements. o Coordinate the Root Cause Analysis process on trending, recurring, and priority P1 and P2 incidents. o Create and maintain an approved complete manual that contains standards, procedures, and processes related to, but not limited to, client device support. The manual should have clear roles and responsibilities, touchpoints, and measurements between HAEA and Provider. o Report Performances based on Service Level Requirements (SLRs) o Coordinate all changes that may affect the SLR with the HAEA procurement department and Client Device Management. o Adhere to the service management best practices and Key Performance Indicators (KPIs)	x	

Service-Level Monitoring and Reporting

Service-Level Monitoring and Reporting Services are the activities associated with the monitoring and reporting Service Levels with respect to Service-Level Requirements (SLRs). In addition, the Provider shall report system management information (e.g., performance metrics and system accounting information) to the designated HAEA representatives in a format agreed to by HAEA. The following table identifies the Service-Level Monitoring and Reporting roles and responsibilities that the Provider and HAEA will assume.

Service-Level Monitoring Roles and Responsibilities	Provider	HAEA
Define Service-Level requirements		x
Define Service-Level Monitoring and Reporting requirements and policies		x
Develop, document and maintain in the Standards Process and Procedures Manual Service-Level Monitoring and Reporting procedures that meet requirements and adhere to defined policies	x	
Review and approve Service-Level Monitoring and Reporting procedures and policies		x
Report on SLR performance and improvement results	x	
Coordinate SLR monitoring and reporting with designated HAEA representative and Third Parties	x	
Measure, analyze and provide management reports on performance relative to SLRs	x	
Conduct SLR Improvement Meetings to review SLRs and recommendations for improvements	x	
Review and approve SLR improvement plans		x
Implement SLR improvement plans	x	
Review and approve SLR metrics and performance reports		x
Provide HAEA access to performance and SLR reporting and monitoring system and data	x	

2. Service Request and Incident Management

Service Request and Incident Management Services are tasks related to the end-to-end Incident Management processes, including escalation to Level 3 and Specialists through a defined process, including the Provider 's primary resources, Third Parties, such as hardware and software suppliers, other Third Party service Provider s as well as HAEA's internal technical resources. The following table identifies the Service Request and Incident Management roles and responsibilities that the Provider and HAEA will assume.

Service Request and Incident Management Roles and Responsibilities	Provider	HAEA
Recommend Service Request and Incident Management procedures.	x	
Identify and describe priorities, response, and Resolution targets for Incidents and Service Requests that have differing impacts.		x
Develop, document, and maintain the Standards and Procedures Manual Service Request and Incident Management procedures, including procedures to receive and respond to HAEA Service Request Calls according to defined SLA prioritization and Resolution targets that meet HAEAs requirements and policies.	x	
Review and approve Service Request and Incident Management procedures.		x
Ensure that responses to Service Requests are based on priority and impact, rather than the method used to notify the Service Desk (e.g., by telephone, email, fax, or direct input to Service Request system by End Users).	x	
Provide a system to document, manage and track all Incidents, Service Requests, Incident reports, and inquiries, regardless of how the Service Requests are submitted (e.g., by telephone, email, fax, or direct online input by End Users).		x
Provide an end-to-end Incident identification, escalation, Resolution (management), and Closure process, including Incidents escalated to Third Parties.	x	
Receive, track, answer and Resolve, or monitor to closure, End-User, and technical staff calls.	x	
Categorize, prioritize and log all Incidents (e.g., inquiries/problems/Service Requests) in the Service Desk Incident system.	x	
Monitor Incidents (i.e., Service Desk Incidents) and escalate per policies and procedures until Resolution, and End-User satisfaction is achieved.	x	
Troubleshoot Incidents using the Provider 's knowledge databases and/or Third Party knowledge databases (e.g., application Provider knowledge databases).	x	
Resolve Incidents at Level 1 and 2, if possible; otherwise, escalate to appropriate Level 3 resources as required.	x	
Provide expert functional and process "how-to" assistance for in-scope applications at Level 1 and 2, if possible; otherwise, escalate to Level 3 resources as required.	x	
Document solutions to Resolved Incidents in a knowledge database.	x	
Verify acceptance of Services by contacting the End User to confirm results and level of satisfaction.	x	
Identify Incident characteristics and root cause for Level 1 and 2 Incidents.	x	
Ensure that recurring Incidents that meet defined criteria are reviewed using Root Cause Analysis processes.	x	

	Provider	HAEA
Verify that all records (e.g., inventory, asset, and configuration management records) are updated to reflect completed/Resolved Service Requests (e.g., IMACs).	x	
Provide authorization for ClXXXng of Service Requests and Client Device Incidents.	x	
Send Service Requests and Client Device Incident Closure notices per HAEA's policies.	x	

3. Client Device Management

Client Device Management Services are tasks related to the end-to-end support via troubleshooting, including escalation to Level 3 and Specialists through a defined process, including the Provider 's primary resources, Third Parties, such as hardware and software suppliers, other Third Party service Provider s as well as HAEA's internal technical resources. The following table identifies the Client Device Management roles and responsibilities that the Provider and HAEA will assume.

Service Request and Incident Management Roles and Responsibilities	Provider	HAEA
Recommend Client Device Management procedures.	x	
Identify and describe priorities, response, and Resolution targets for Client Device management support that have differing impacts.		x
Develop, document, and maintain the Standards and Procedures Manual for Client Device Management, including procedures to receive and respond to HAEA Service Request Calls according to defined SLA prioritization and Resolution targets that meet HAEAs requirements and policies.	x	
Review and approve Client Device Management procedures.		x
Ensure that responses to Client Device Requests are based on priority and impact rather than the method used to notify the Service Desk (e.g., by telephone, email, fax, or direct input to Service Request system by End Users).	x	
Provide end-to-end expert troubleshooting support for the following areas: • Level 1-2 Client Devices issues • White Glove\VIP • Remote Client Device hardware support • Imaging • Upgrades and installation of hardware and software • Peripherals, such as monitors, etc. • Perform Audio and Video break-fix support • Backing up and restoring customer data when reimaging • Troubleshoot and repair broken inoperable equipment, or recommend replacement, if deemed to be non- repairable or not cost-effective • Perform software upgrades and migrations of approved and licensed software for standard images	x	

	Provider	HAEA
• Test and install new releases, upgrades, and patches to application software and operating systems used on client devices • Complete routine maintenance services including patches, fixes, BIOS updates and CLIENT standard configurations of Microsoft Windows and Apple OS X environments • Services related assistance/removal of security threats (e.g., viruses, worms) and removal from the computing environment, to be performed under the direction and guidance of security team and/or policies and procedures • Perform asset tracking for all desktop assets under HAEA's care included in the scope of services.		
Provide an end-to-end Incident identification, escalation, Resolution (management), and Closure process, including Incidents escalated to Third Parties.	x	
Receive, track, answer and Resolve, or monitor to closure, End-User, and technical staff calls.	x	

4. Remote Device and Software Management

Remote Device and Software Management Services are the tasks related to managing, maintaining, and troubleshooting devices and software remotely over the network to minimize the need to dispatch technical personnel for Incident Resolution. The following table identifies the Remote Desktop Management roles and responsibilities that the Provider and HAEA will assume.

Remote Device and Software Management Roles and Responsibilities	Provider	HAEA
Define policies for the use of Client Device remote control tools.		x
Develop, document, and maintain in the Standards and Procedures Manual-Service Desk Remote Device and Software Management procedures that meet requirements and adhere to defined policies.	x	
Review and approve Remote Device and Software Management procedures and policies.		x
Resolve Incidents and diagnose underlying Problems using remote- control capability and, when possible, implement corrective actions to Resolve Problems. If Resolution is not possible, escalate per the escalation procedures.	x	
Utilize remote controls to manage and update software and to maintain configuration and inventory information.	x	
Utilize remote control tools to manage and enforce compliance with standards.	x	
Assist in enabling the enforcement of compliance with standards and the appropriate optimization of devices and software.		x

5. Refresh Management

Refresh management Services are the tasks associated with upgrading, replacing, or reimaging the client device environment on a continual basis, to ensure that the system components stay current with evolving industry-standard technology platforms. The following table identifies the Refresh roles and responsibilities that the Provider and HAEA will perform.

Refresh Roles and Responsibilities	Provider	HAEA
Recommend Refresh life cycle management policies, procedures and plans appropriate for the support of HAEA business requirements	x	
Develop, document and maintain in the Standards and Procedures Manual refresh procedures, and develop refresh plans that meet requirements as well as adhere to defined policies and Change and processes	x	
Review and approve refresh policies, procedures, and plans		x
Perform the necessary tasks required to fulfill the refresh plans: • Obtain End of Life leasing information • Provide Build of Material (BOM) for equipment replacement requirements • Schedule, track, and report refresh progress to CDM management and client business units. • Replace old equipment with new equipment. • Retrieve old equipment and complete DoD wipe • Package all retrieved equipment. • Work with the Asset Management team to ship the equipment back to the lessor.	x	
Order equipment required for refresh project (based on BOM)		x
Provide management reports on the progress of the refresh	x	
Periodically review the approved refresh implementation plans to ensure they properly support HAEA business requirements		x

6. End-User Administration

End-User Administration Services are the tasks related to managing and coordinating account activation, termination, Changes and expiration, and the management of End-User LAN resources. The following table identifies the End-User Administration roles and responsibilities that the Provider and HAEA will undertake.

End-User Administration Services Roles and Responsibilities	Provider	HAEA
Define requirements and policies regarding End-User Administration.		x
Develop, document, and maintain in the Standards and Procedures Manual End-User Administration Provider procedures that meet HAEA's requirements and policies.	x	
Review and approve End-User Administration procedures and policies.		x
Receive, track, and process requests for End-User account activation, changes, and terminations.	x	
Coordinate End-User account administration, changes and disable (e.g., Password/account setup and Password Reset, remote access connectivity).	x	
Change and disable End-User accounts per request, in accordance with HAEA's security policies.	x	
Change and disable user device from OU	x	
Coordinate, as necessary, with other specialized areas to manage End-User accounts.	x	
Perform Password Resets as required, in accordance with HAEA's security policies.	x	

7. Installs, Moves, Adds, Changes (IMACs)

IMAC Services are the tasks related to the end-to-end management and coordination of IMAC Service Requests, including but not limited to, gathering the business requirements, providing authorization, logging the requests, and facilitating fulfilment. All authorized IMAC requests are passed automatically to the proper support teams, depending on the Service being requested. The appropriate support team could be from the Provider or HAEA, or a combination of these, depending on the request. Examples of IMACs include, without limitation, adding a client device and moving local printers and telephones. The following table identifies the IMAC roles and responsibilities that the Provider and HAEA will assume.

IMAC Roles and Responsibilities	Provider	HAEA
Recommend IMAC procedures.	x	
Develop, document, and maintain in the Standards and Procedures Manual IMAC Provider procedures that meet HAEA's requirements and policies.	x	
Review and approve IMAC procedures and policies.		x
Receive and track IMAC Service Requests.	x	
Obtain the requisite approvals from the relevant HAEA's stakeholders.	x	

Confirm the requirements and scope and acquire HAEA's approval of the IMAC Service Request.	x	
Contact the End User and schedule an appropriate, agreed time for the work to take place.	x	
Approve IMAC checklist modifications.		x
Coordinate approved IMAC requests with local support teams for the delivery of IMAC services.	x	
Track and report the status of IMAC requests.	x	
Contact End User to confirm the completion of IMACs and satisfaction.	x	
Assist in all packaging and transportation of client device hardware and customer software (if applicable).	x	
Verify the completion of IMACs.		x
Coordinate with Third Party Provider s for installation if applicable	x	
Advice and assist, if necessary, on any required pre-IMAC and post-IMAC (example: remove, protect, and restore programs, data, and removable storage media).	x	
Provide monthly reporting on all IMACs	x	

8. Self-Help and Automation Support

Self-Help and Automation Support Services are the tasks related to application installation, intranet-based automated Self-Help Support, tech bar, etc. The following table identifies the Self-Help Support roles and responsibilities that the Provider and HAEA will assume.

Self-Help Support Roles and Responsibilities	Provider	HAEA
Define Self-Help and Automation Support requirements and policies.		x
Develop, document, and maintain the Standards and Procedures Manual for Self-Help and Automation Support that adheres to HAEA's policies.	x	
Review and approve Self-Help Support procedures and policies.		x
Implement Self-Help and Automation Support capabilities that enable End Users to perform self-service, including Password Resets and other administrative functions, "how-to" support through End-User access to knowledge bases and online Incident status checking.	x	
Monitor and review the effectiveness of Self-Help Support capabilities and usage.		x
Develop and provide recommendations for improvements to Self-Help and Automation Support capabilities.	x	
Review and approve recommendations for improvements to Self-Help Support capabilities.		x
Implement approved recommendations for improvements to Self-Help and Automation Support capabilities.	x	

9. Telecom Administration and Support

Telecom Administration and Support Services are the tasks related to managing and coordinating account activation, termination, Changes and expiration, phone programming, and the Cisco app portal management. The following table identifies the End-User Administration roles and responsibilities that the Provider and HAEA will undertake.

Telecom Administration Services Roles and Responsibilities	Provider	HAEA
Define requirements and policies regarding Telecom Administration and support.		x
Develop, document, and maintain the Standards and Procedures for Telecom Administration and Support that meet HAEA's requirements and policies.	x	
Review and approve Telecom Administration and Support procedures and policies.		x
Receive, track, and process requests for Telecom phone activation, changes, and terminations.	x	
Coordinate Telecom account administration, changes and disable (e.g., Password/account setup and Password Reset, remote access connectivity).	x	
Change and disable Telecom and phone accounts per request, in accordance with HAEA's security policies.	x	
Change and disable phones per IMAC and refresh requirements	x	
Coordinate, as necessary, with other third-party Provider s to manage Telecom services.	x	
Perform verification and management of Telecommunication bills, invoices, price checks, research to avoid late fees	x	
Coordinate with Circuit Provider as needed on any interruptions.	x	
Provide 3rd level technical support for cell phones, data air cards, voicemail, and parts ordering (ex. Headsets, cables, etc.)	x	

10. Exception Requests

Exception Request Services are the tasks related to fulfilling End-User requests for products or services that are outside HAEA's standard policies. The following table identifies the Exception Requests role and responsibilities that the Provider and HAEA will assume.

Exception Request Roles and Responsibilities	Provider	HAEA
Define Exception Request policies and requirements.		x
Develop, document, and maintain in the Standards and Procedures Manual Exception Requests process, procedures, and required forms that meet HAEA's requirements and policies.	x	
Review and approve Provider Exception Requests procedures and policies		x
Document Exception Requests in Service Desk Incident management system, collect and analyze the request, recommend Exception Request action, process the request to fulfillment or denial, and advise the originator of the status.	x	

Review and approve exception requests.		x
Take the necessary action to implement the request.	x	
Provide Exception Request status to the requestor, when approved.	x	

11. Ongoing Training and Knowledge Transfer

Ongoing Training for Provider Resources and Knowledge Transfer Services comprise of the following types of training the Provider will provide (but not limited to these):

- Training for the improvement of skills through education and instruction for the Provider 's staff. The Provider will participate in any initial and ongoing training delivered by HAEA as required that would provide a learning opportunity about HAEA's business and technical environment.
- Training for HAEA-retained technical staff for the express purpose of exploiting the functions and features of the HAEA computing environment. Delivery methods may include classroom-style, computer-based, individual, or other appropriate means of instruction.
- Selected classroom-style and computer-based training (case-by-case basis) for standard software, technology, and\or Software as a Service (SaaS) applications, including new employee training, upgrade classes, and specific skills.
- Knowledge Transfer and training collaboration between the various HAEA teams and clients.

The following table identifies the Training and Knowledge Transfer roles and responsibilities that the Provider and HAEA will perform.

Training and Knowledge Transfer Roles and Responsibilities	Provider	HAEA
Define Training and Knowledge Transfer requirements and policies	x	
Develop, document and maintain the Standards and Procedures Manual Training and Knowledge Transfer procedures that meet requirements and adhere to defined policies	x	
Review and approve Training and Knowledge Transfer processes, procedures and policies		x
Develop and deliver a training plan to instruct HAEA personnel on the provision of Provider Services (e.g., "rules of engagement," requesting Services)	x	
Review and approve Provider -developed training program		x
Develop, implement and maintain an HAEA-accessible knowledge database/portal via HAEA SharePoint	x	
Develop and implement Knowledge Transfer procedures to ensure that more than one individual understands key components of the business, client business, and technical environment	x	
Participate in HAEA-delivered training regarding the business and technical environment	x	
Develop, document and deliver training requirements that support the Vision and direction of HAEA Services, including refresher courses as needed and instruction on new functionality	x	
Take training classes as needed to remain current with systems, software, features and functions for which client device support is provided, to improve Service performance (e.g., First-Contact	x	

	Provider	HAEA
Resolution)		
Provide training when applicable (as defined between HAEA and Provider) technological changes (e.g., new systems or functionality) are introduced into the HAEA environment, to facilitate full exploitation of all relevant functional features	x	
Provide training materials for HAEA technical staff for Level 1-supported applications	x	
Provide ongoing training materials and KBs for service desk personnel on HAEA business and technical environments, as defined by HAEA	x	
Provide HAEA-selected classroom-style and computer-based training (case-by-case basis) for standard software, technology, and\or Software as a Service (SaaS) applications, as requested by HAEA	x	

12. Documentation

Documentation Services are the activities associated with developing, revising, maintaining, reproducing, and distributing managed Services information in hard copy and electronic form. The following table identifies the Documentation roles and responsibilities that the Provider and HAEA will perform.

Documentation Roles and Responsibilities	Provider	HAEA
Recommend Documentation requirements and formats	x	
Define Documentation requirements, formats and policies including the timing of document creating and updates (e.g., monthly)		x
Develop, document and maintain in the Standards and Procedures Manual Documentation procedures that meet requirements and adhere to defined policies	x	
Review and approve Documentation requirements, formats, and policies		x
Provide draft, originals, and final documentation in the agreed format for support of activities throughout the life cycle of Services, as specified for managed services	x	

	Provider	HAEA
Provide HAEA-specific operating requirements		x
Document standard operating procedures (e.g., boot, imaging, deploying, ticket management, processing)	x	
Review and approve standard operation procedures Documentation		x
Document job production and maintenance schedules	x	
Review and approve job production and maintenance schedules and Documentation		x

13. Project Pool Hours

Provider had included 480-Project Pool Hours ("PPH") per year as per of the scope.

- Provider Service manager will share the available PPH hours in a given month that can be utilized

- Provider will discuss the utilization plan for the available hours at the beginning of the month and coordinate together with HAEA for project execution

III.   Asset Management Services

Asset Management Services are processes and activities that include but are not limited to; management and tracking of the life cycle of new, existing, and retiring Client Devices (e.g., hardware, software, software licenses and associated maintenance) and the asset attributes for each (e.g., Location, Provider /Publisher, Make, Model, Serial numbers, License Keys, asset assignment to HAEA person(s), etc.).

Scope of Services:
- Manage asset compliance and mitigation
- Provide consistent asset visibility (reporting, dashboard)
- Increase accountability (e.g., Asset Location, assignment, availability, etc.)
- Reduce unnecessary purchases
- Deploy Client Devices quicker
- Automate and/or improve contract renewal
- Improve management of depreciable assets
- Track and tag equipment
- Enter, update, and track asset attributes
- Physically complete weekly, monthly, and quarterly inventory
- Manage asset life cycle from requisition to retirement
- Asset Management process follow below key steps in Physical Inventory process done quarterly and Yearly:

    1. Export all Asset Data from backend system – Ebiz Suite or SAP or Excel sheets usually done by super users maintaining the backend systems
    2. Forward this data to IT Asset Managers
    3. IT asset Managers updates the Annual Physical Inventory template with the total number of devices with separate tabs for each object type like Laptops, Desktops, Tablets, Mobiles, Printers etc.
    4. Asset Manager to select sample sizes for physical inventory testing
    5. Asset Manager to send sample lists to respective asset owners to conduct the testing and obtain testing evidence
    6. Asset owners to conduct physical inventory per sample list, gather evidence, identify and investigate on any gaps and comment on investigation findings
    7. Asset Management to review workpapers, approvals, resolutions and the updated inventory list and calculate the percentage of accuracy and sign-off
    8. Asset Manager to upload into centralized repXXXtory the physical inventory test workpapers, approvals, and updated inventory list
    9. Non-response from Users is in violation of the Software Asset Management Policies and Procedures. A list of non-responders is escalated to HR to follow up with the users. Non-response will negatively affect the compliance %. 90% pass rate required.

XXX's Asset Management team leverages ITIL-based best practices for providing services through integrated sets of processes and enabling technologies. XXX delivers a proven methodology that is supported by a strong Program Management Office and a dedicated Account Management team. The onsite/Onshore/Offshore teams of consultants who are well-versed in specific domain tools and technologies will be engaged in a global support model.

1. List of Asset Management Responsibilities

Asset Management Services and responsibilities are the tasks associated with the process of the ongoing management and tracking of the life cycle of existing client devices (e.g., hardware, software and software licenses, maintenance) and their attributes (i.e., location, costs, depreciation, contracts, Provider, serial numbers, etc.).

2. Asset Management roles and responsibilities:

Asset Management Roles and Responsibilities	Provider	HAEA
Define Asset Management requirements and policies	x	
Recommend improvements to Asset Management requirements and policies	x	
Develop, document and maintain in the Standards and Procedures Manual Asset Management process and procedures that meet requirements and adhere to defined policies	x	
Review and approve Asset Management process, procedures and policies		x
Deploy an Asset Management system that meets HAEA requirements and adheres to defined policies		x
Maintain and manage an Asset Management system that meets HAEA requirements and adheres to defined policies		x
Manage the life cycle of all client device assets from identification, inventory, installation and maintenance to disposal	x	
Develop asset type list and attributes that would be included in the Asset Management system	x	
Review asset type list and attributes and maintain asset types and attributes in the Asset Management system	x	
Provide HAEA inquiry and reporting access into the Asset Management system for all assets	x	
Maintain the accuracy of the data of in-scope assets in the Asset Management system, according to SLRs	x	
Establish, update and maintain the asset database to include, at a minimum, the following asset attributes: • Manufacturer • Model • Serial number • Identification number • Location • Ownership information (Provider /HAEA — lease/purchase) • Cost information • Maintenance information and history, including the age of the Asset • Warranty information • Other billing information (e.g., lease information, HAEA-specific information)	x	

	Provider	HAEA
• Transaction edit history (e.g., locations, billing, and user)		
Update in-scope asset records related to all approved change activities (e.g., install/move/add/change activities, break/fix activities, company reorganization and Change Management)	x	
Removal of equipment to a designated location(s), provide Asset tracking information as appropriate, coordinate pickup		
Perform ongoing physical asset audit, in accordance with Asset Management SLRs, to validate that data in the database is accurate and current		
Provide reports of Asset Management audit results monthly	x	
Review and approve audit reports and remediation plans of Asset inventory management information		x
Provide reports of HAEA asset financial information including depreciation, maintenance contracts and value of assets	x	
Conduct periodic/ad hoc quality assurance audit of Asset Management system		x

Refresh Management

Refresh management Services are the tasks associated with upgrading, replacing, or re-imaging client device environment on a continual basis, to ensure that the system components stay current with evolving industry-standard technology platforms. The following table identifies the Refresh roles and responsibilities that the Provider and HAEA will perform.

Refresh Roles and Responsibilities	Provider	HAEA
Recommend Refresh life cycle management policies, procedures and plans appropriate for the support of HAEA business requirements	x	
Develop, document and maintain in the Standards and Procedures Manual refresh procedures, and develop refresh plans that meet requirements as well as adhere to defined policies and Change and processes	x	
Review and approve refresh policies, procedures, and plans		x
Perform the necessary tasks required to fulfill the refresh plans: • Obtain End of Life leasing information • Provide Build of Material (BOM) for equipment replacement requirements • Schedule, track, and report refresh progress to CDM management and client business units. • Replace old equipment with new equipment. • Retrieve old equipment and complete DoD wipe • Package all retrieved equipment. • Work with the Asset Management team to ship the equipment back to the lessor.	x	
Order equipment required for refresh project (based on BOM)		x
Provide management reports on the progress of the refresh	x	
Periodically review the approved refresh implementation plans to ensure they properly support HAEA business requirements		x

3. Asset Management Training and Knowledge Transfer

Training and Knowledge Transfer Services comprise of the following types of training the Provider will provide (but not limited to these):

- Training for the improvement of skills through education and instruction for Provider 's staff. The Provider will participate in any initial and ongoing training delivered by HAEA as required that would provide a learning opportunity about HAEA's business and technical environment.
- Training for HAEA-retained technical staff for the express purpose of exploiting the functions and features of the HAEA computing environment. Delivery methods may include classroom- style, computer-based, individual, or other appropriate means of instruction.
- Selected classroom-style and computer-based training (case-by-case basis) for standard Software, technology, and\or Software as a Service (SaaS) applications, including new employee training, upgrade classes, and specific skills.
- Knowledge Transfer and training collaboration between the various HAEA teams and clients.

The following table identifies the Training and Knowledge Transfer roles and responsibilities that the Provider and HAEA will perform.

Training and Knowledge Transfer Roles and Responsibilities	Provider	HAEA
Define Training and Knowledge Transfer requirements and policies	x	
Develop, document and maintain the Standards and Procedures Manual Training and Knowledge Transfer procedures that meet requirements and adhere to defined policies	x	
Review and approve Training and Knowledge Transfer processes, procedures and policies		x
Develop and deliver a training plan to instruct HAEA personnel on the provision of Provider Services (e.g., "rules of engagement," requesting Services)	x	
Review and approve Provider -developed training program		x
Develop, implement and maintain an HAEA-accessible knowledge database/portal via HAEA SharePoint	x	
Develop and implement Knowledge Transfer procedures to ensure that more than one individual understands key components of the business, client business, and technical environment	x	
Participate in HAEA-delivered training regarding the business and technical environment	x	
Develop, document and deliver training requirements that support the Vision and direction of HAEA Services, including refresher courses as needed and instruction on new functionality	x	
Take training classes as needed to remain current with systems, Software, features, and functions for which client device support is provided, to improve Service performance (e.g., First-Contact Resolution)	x	

Provide training when applicable (as defined between HAEA and Provider) technological changes (e.g., new systems or functionality) are introduced into the HAEA environment, to facilitate full exploitation of all relevant functional features	x	
Provide training materials for HAEA technical staff for Level 1- supported applications	x	
Provide ongoing training materials and KBs for service desk personnel on HAEA business and technical environments, as defined by HAEA	x	
Provide HAEA-selected classroom-style and computer-based training (case-by-case basis) for standard Software, technology, and/or Software as a Service (SaaS) applications, as requested by HAEA	x	

4. Documentation

Documentation Services are the activities associated with developing, revising, maintaining, reproducing, and distributing managed Services information in hard copy and electronic form. The following table identifies the Documentation roles and responsibilities that the Provider and HAEA will perform.

Documentation Roles and Responsibilities	Provider	HAEA
Recommend Documentation requirements and formats	x	
Define Documentation requirements, formats and policies including the timing of document creating and updates (e.g., monthly)		x
Develop, document and maintain in the Standards and Procedures Manual Documentation procedures that meet requirements and adhere to defined policies	x	
Review and approve Documentation requirements, formats, and policies		x
Provide draft, originals, and final documentation in the agreed format for support of activities throughout the life cycle of Services, as specified for managed services	x	
Provide HAEA-specific operating requirements		x
Document standard operating procedures (e.g., boot, imaging, deploying, ticket management, processing)	x	
Review and approve standard operation procedures Documentation		x
Document job production and maintenance schedules	x	
Review and approve job production and maintenance schedules and Documentation		x

List of supported locations

* Dedicated Locations **(D)**: locations will be serviced by dedicated CDM & AM engineers
* On-Demand Locations **(O)**: locations will be serviced dispatch or mail-in service
* Monthly Visit Locations **(M)**: locations will be serviced through dispatch service

1. HMA

			D	O	M
Hyundai Motor America	10550 Talbert Ave	Fountain Valley, CA 92708	X		
South/Central Region	1421 South Beltline Rd Ste 400	Coppell, TX 75019		X	
Southern Region:	3025 Chastain Meadows Pkwy Ste 100	Marietta, GA 30066			X
Warranty Technical Center	18335 Mount Langley, Unit A	Fountain Valley, CA 92708			X
Eastern Region	1753 Pinnacle Dr. Ste 1000	Tysons, VA 22102		X	
Eastern Region	1122 Cranbury South River Rd	Jamesburg, NJ 08831			X
Central Region	4600 S. Syracuse St. Ste 540	Denver, CO 80237		X	
Central Region	Two Trans AM Plaza Dr. Ste 500	Oakbrook Terrace, IL 60181			X
Central Region	1705 Sequoia Drive	Aurora, IL 60506			X
HMMA	700 Hyundai Blvd	Montgomery, AL 36105			X

2. HMA Training Centers

			D	O	M
Seattle Training	16101 Greenwood Ave. North	Shoreline, WA 98133		X	
Fredericksburg Training	1120 International Pkwy, Ste 125	Fredericksburg, VA 22406		X	
Southern Training	3025 Chastain Meadows Pkwy	Marietta, GA 30066		X	
Coppell Training	1421 South Beltline Rd., Ste 400	Coppell, TX 75019		X	
Eastern Region	1122 Cranbury South River Rd	Jamesburg, NJ 08831		X	
Central Training	1705 Sequoia Drive	Aurora, IL 60506		X	
Boston Training	904 Boston Turnpike	Shrewsbury, MA 01545		X	
Orlando Training	9420 Delegates Dr., Ste 100	Orlando, FL 32837		X	
San Jose Training	585 E. Brokaw Rd	San Jose, CA 95112		X	
Fairfield Training	7018 Fairfield Business Center Dr.	Fairfield, OH 45014		X	

3. KMA

			D	O	M
Kia Motor America	111 Peters Canyon Rd.	Irvine, CA 92606	X		

			D	O	M
Eastern Region	300 Interpace Pkway Ste 130	Parsippany, NJ 07054			X
Central Region	3500 Lacey Rd.	Downers Grove, IL 60515			X
Southern Region	100 Galleria Pkway Ste 1550	Atlanta GA 303395959			X
Plano TX	6860 North Dallas Pkwy Ste 200	Plano, TX 75024	X		
Kia America Technical Center (HATCI)	14011 12th Ave	Chino, CA 91710		X	
Kia America Technical Center (HATCI)	6800 Geddes Rd	Superior Township, MI 48198		X	
KMMG	6101 Sorento Rd	West Point, GA 31833		X	

4. KIA Training Centers

			D	O	M
Lombard Training	919 Springer Drive	Lombard, IL 60148		X	
Atlanta Training	2155 Breckinridge Blvd. N.W., Ste 100	Lawrenceville, GA 30043		X	
Allentown Training	6575 Snowdrift Road Ste 105	Allentown, PA 18106		X	
Kent Training	23424 68th Ave	South Kent, WA 98032		X	
Lancaster Training	2301 South Pointe	Lancaster, TX 75134		X	
Orlando Training	405 Sunport Ln	Orlando, FL 32809		X	
Marlborough Training	362 Elm St	Marlborough, MA 01752		X	

5. HAEA

			D	O	M
HAEA HQ	10550 Talbert Ave	Fountain Valley, CA 92708	X		
HAEA Irvine	111 Peters Canyon Rd	Irvine, CA 92606	X		
HAEA Montgomery	700 Hyundai Blvd	Montgomery, AL 36105		X	
HAEA West Point	6101 Sorento Rd	West Point, GA 31833		X	

6. MPA

			D	O	M
Mobis Parts America HQ	10550 Talbert Ave	Fountain Valley, CA 92708	X		

			D	O	M
Mobis Parts America-Shop	17800 Newhope Ave	Fountain Valley, CA 92708		X	
Mobis Parts America-Repair Center	2900 East Spruce St.	Ontario, CA 91761		X	
Chicago PDC	1705 Sequoia Dr.	Aurora, IL 60506			X
New Jersey PDC	1122 Cranbury South River Road	Jamesburg, NJ 08831			X
Atlanta PDC	2155 Breckinridge Blvd. NW #100	Lawrenceville, GA 30043			X
Lynx Place	2010 Lynx Place	Ontario, CA 91761		X	
Ontario PDC	1900 South Rochester Ave	Ontario, CA 91761			X
Dallas PDC	2301 South Pointe Dr.	Lancaster, TX 75134		X	
South Brunswick	1065 Cranbury South River Rd	South Brunswick, NJ 08810		X	
South Windsor PDC	135 Sullivan Ave	South Windsor, CT 06074			X
Jefferson PDC	545 Logistics Center Pkwy Building C	Jefferson, GA 30549		X	
Ohio PDC	5940 Opus Dr.	Groveport, OH 30213			X
Sumner PDC	1400 24th St	Sumner, WA 98390			X
Riverside PDC	15001 Meridian Parkway	Riverside Ca 92518			X

7. GMA

			D	O	M
GMA	40 10th Ave	New York, NY 10014			X

8. Glovis

			D	O	M
Glovis HQ	17305 Von Karmen Ave, Ste 200	Irvine, CA 92614	X		
Glovis Port	2500 Terminal Ave	National City, CA 91950		X	
Glovis Port	NBVC 32ND Ave & Track 13	Port Hueneme, CA 93044		X	
Glovis Port	8235 N. Marine Dr	Portland, OR 97203		X	
Glovis Port	2810 Marshall Ave # 8	Tacoma, WA 98421		X	
Glovis Port	250 Hyundai Blvd	Montgomery, AL 36105		X	
Glovis Mobile	111 St. Michael St, Ste A	Mobile, AL 36602		X	

			D	O	M
Glovis Port	2000 Webb Rd	West Point, GA 31833		X	
Glovis Port	1 Joe Frank Harris Blvd	Brunswick, GA 31523		X	
Glovis Port	4 E. Oregon Ave	Philadelphia, PA 19148		X	
Glovis Duluth	3675 Crestwood Pkwy Ste 501	Duluth, GA 30096		X	
Glovis Fort Lee	400 Kelby St. 19th floor	Fort Lee, NJ 07024		X	
Glovis Belleville	41873 Ecorse Rd Ste 250	Belleville, MI 48311		X	
Glovis Bloomington	3121 S. Riverside Ave	Bloomington, CA 92316		X	
Glovis Fairburn	7375 Graham Road	Fairburn, GA 30213		X	

9. Cradle

			D	O	M
Cradle HQ	515 Middlefield Rd	Menlo Park, CA 94025			X
Cradle Mt. View	1335 Terra Bella Ave	Mt. View, CA 94043		X	

10. HATCI

			D	O	M
HATCI HQ	6800 Geddes	Superior Township, MI 48198			X
HATCI Design Center	81 Bunsen	Irvine, CA 92618		X	
HATCI Design Center	101 Peters Canyon Rd	Irvine, CA 92606		X	
HATCI California City	5759 Hwy 58	California City, CA 91710	X		
HATCI Chino	12610 East End Ave	Chino, CA 91710		X	
HATCI QC	14011 12th St	Chino, CA 91710		X	
HATCI QC	14091 12th St	Chino, CA 91701		X	
HATCI Menlo Park	545 Middlefield Rd	Menlo Park, CA 94025		X	
HATCI Manufacturing	7777 Kia Pkwy	West Point, GA 31833		X	
HATCI Manufacturing	700 Hyundai Blvd	Montgomery, AL 36105		X	
GAM	401 Kato Terrance	Fremont, CA 94539		X	
GAM	1335 Terra Bella Ave	Mt. View, CA 94043		X	
GAM	1101 16th St NW	Washington, DC 20036		X	
GAM	550 Reserve St, Ste 190	Southlake, TX 76092		X	

11. INNOCEAN (IWA): Placeholder (Currently supported by Provider via separate SOW)

Hours of Operation:
- Client Device support hours are 6:00 AM to 6:00 PM (per Regional time)
- On-Call support after business hours, weekends, and holidays for critical and VIP tickets.
- Provide consistent coverage: Mon – Fri, 6 AM to 6 PM, 40 hours per week per technician (Work schedule may change per each CBU and site)
- Any work over the standard 40-hour workweek requires prior written approval by the appropriate HAEA Manager and will be coordinated with the provider before the beginning of a new month.

Provider's Solution Highlights:

- **Pain Points and Improvements:**

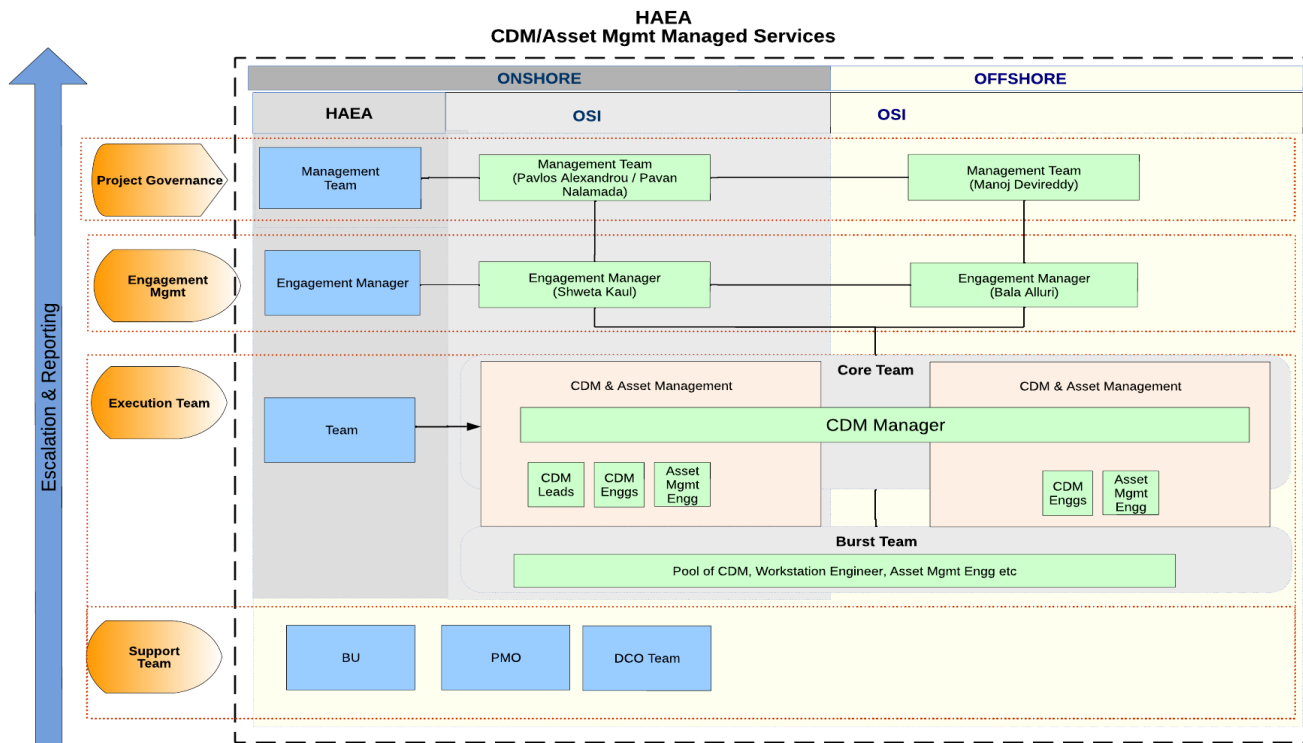| Pain Points	Recommendations	Improvements
- Duplication of roles - Lack of engagement & collaboration - Undocumented incidents/tickets updates - Too many Provider s - Inconsistent User experience - Timely device refreshes - Stale documentation - Controlled team attrition	- Optimize team structure - Formalize contacts & engagement model - Well-defined R&R's - Mandate ticketing process - Consolidate delivery teams under MSP - Update operation readiness runbooks and P&P's as required - Scheduled Monthly Quarterly device refreshes	People: - Efficient team structure - Optimize resource count - Increase technical capabilities - Improved Coverage - Skilled Lead Engineers at each location Process: - Project Visibility & Prioritization - Minimize Provider list - Improved response time - Streamline support Technology: - Metrics Management - Centralized and Enhanced Reporting - Incident Trend Reporting

Staffing Model

The table below depicts XXX staffing model for this engagement at the designated locations or worksites. XXX will work with HAEA to ramp up the staff as deemed necessary. For the avoidance of doubt, the Services provided are in support of the stated SLAs and will not be defined in connection with, or solely upon, the number of resources proposed for this engagement.
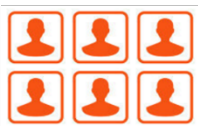
Locations/Business Units	Year 1						Year 2							Year 3						
	Onsite					Remote	Onsite					Remote	Offshore	Onsite					Remote	Offshore
	CDM	AM	Lead	L3	L2		CDM	AM	Lead	L3	L2			CDM	AM	Lead	L3	L2		
Fountain Valley																				
HMA Travelling Users			1	1	3	4			1	1	3	2	3			1	1	3	1	4
MPA PDC																				
KMA Irvine			1	1					1	1						1	1			
KMA Travelling Users																				
Glovis HQ				1	1					1	1						1	1		
HATCI/UAM			1		3				1		3					1		3		
Asset Management Engg		2						2							1					1
Program Manager/CDM Manager*	1						1							1						
Korean Speaking Engg.					2						2							2		
	1	2	3	3	9	4	1	2	3	3	9	2	3	1	1	3	3	9	1	5
	18					4	18					2	3	17					1	5
Total	22						23							23						

At the end of Year 2022, XXX and HAEA will jointly make a decision to rebadge the current resources from the existing teams.

XXX will deploy a Hybrid team (onsite/ offshore) of skilled CDM engineers who will be supporting between 6:00AM – 6:00PM Regional time coverage where the business units are located. The required resources will be quickly inducted into this engagement using knowledge objects developed by the current support team and be able to quickly participate in the CDM support activities at the beginning of the engagement.

HAEA
CDM/Asset Mgmt Managed Services

Escalation & Reporting

| | ONSHORE | | OFFSHORE |
| HAEA | OSI | OSI |

Project Governance
- Management Team
- Management Team (Pavlos Alexandrou / Pavan Nalamada)
- Management Team (Manoj Devireddy)

Engagement Mgmt
- Engagement Manager
- Engagement Manager (Shweta Kaul)
- Engagement Manager (Bala Alluri)

Execution Team
- Team

Core Team

CDM & Asset Management — CDM & Asset Management

CDM Manager

CDM Leads | CDM Enggs | Asset Mgmt Engg

CDM Enggs | Asset Mgmt Engg

Burst Team
Pool of CDM, Workstation Engineer, Asset Mgmt Engg etc

Support Team
- BU
- PMO
- DCO Team

Current HCA/HAEA Team

- OSI employees
- HCA/HAEA contractors

HAEA AMS Team

AMS team seeded from current HAEA team members

OSI Resource Pool

- Burst resources – 10% buffer
- Support burst requirements
- AMS backfill

Burst Requirement | **Enhancement Request** | **Flex Requirements**

- Support team members rotated to projects as appropriate
- Support team backfilled with burst team members

RELATIONSHIP MANAGEMENT AND GOVERNANCE

Level	Responsibilities	Governance Members
Program Steering	• Provide guidance/ direction to strategic change initiatives • Monitor program progress • Resolve issues escalated from the Program Management • Make key decisions	• Program Client Sponsors • Consulting Directors
Program Management	• Resolve program Core Team issues • Monitor program progress • Program alignment and integration to other programs • Escalate unresolved issues to Steering Committee	• Operating Committee • Program Managers • Program Sponsors
Program Core Team	• Resolve day to day program issues • Escalate unresolved issues to Program Management • Monitor and plan workstreams	• Program Managers • Workstream Leads • Onshore Team • Offshore Team

HAEA recognizes that relationship management services are an essential component of successful contract management and ongoing Service Recipient - Service Provider relationship satisfaction. HAEA requires a relationship with the Service Provider based on the following key ingredients:

- High value for Client

- Mutual trust and respect

- Excellent communication between both parties

- Well-defined service levels

- Appropriate governance structures

- Mutually beneficial contract

- Well-defined roles and responsibilities

Relationship Management Services Requirements

The Service Provider team will work with the HAEA team to achieve the following:

- Delivery of high-quality IT services to support HAEA business needs;

- High customer satisfaction from operational users of these IT services;

- Earliest possible notification of potential service disruption or degradation, and promptly provided recommended procedures to minimize the impact and disruption on HAEA;

- Recommend improvements to the functionality, creation and delivery of these Services as needed and to the extent that HAEA's business objectives would be better served;

- Develop the business rationale and benefits of proposed changes and communicate these to the team and other HAEA stakeholders as appropriate;

- Work within the mutually-agreed upon structure regarding processes, procedures, and HAEA end user contact or services requested by HAEA;

- Assist HAEA in its planning activities within the scope of Services provided, as required;

- Provide sufficient and continued communication with HAEA.

2.1   Key Personnel

The Service Provider Delivery Manager is designated as a key employee and any other resources onboarded as a "re-badge" resource at the request of HAEA, or any resources as identified by HAEA in the course of this service delivery.

2.1.1   Provider Delivery Manager

The Service Provider Delivery Manager is responsible for the delivery of the Services described in the Help Desk Services SOW. In addition, the Service Provider Delivery Manager has the following relationship management responsibilities:

- Acts as the single point of contact for Client;
- Work with the Client Performance Manager in overseeing day-to-day activities and resolving issues;
- Develop, maintain, and seek Client's approval for operating procedures to be included in the Help Desk Policy and Procedures Manual;
- Prepare and maintain an issues log;
- Conduct regularly scheduled status meetings;
- Administer change control in accordance with the Change Control Process in the Help Desk Policy and Procedures Manual;
- Prepare Weekly Progress Reports (during the Transition Period) and Monthly Status Reports (during Steady State);
- Notify the Client Performance Manager whenever it is determined that the Services work activities shall be impacted
- Serve as a key member of the Operations Committee;
- Adhere to the dispute resolution, problem escalation, and all other operating

procedures in the Help Desk Policy and Procedures Manual.

•

2.1.2 Client Relationship Manager

The Client Relationship Manager is responsible for the overall relationship with Service Provider. In fulfilling this role, the Relationship Manager works with the Service Provider Account Manager to make operational performance as effective as possible and represent Client's interests in the commercial aspects of the Agreement. In addition, the Client Relationship Manager has the following responsibilities:

• Serve as the Client point of escalation for issues that cannot be resolved by the Service Provider Delivery Manager and the Client Performance Manager;
• Participate in the Steering Committee meetings, representing Client management;
• Work with the Service Provider Account Manager to review operational effectiveness, explore potential performance improvements, and resolve account relationship issues.

2.1.3 Service Provider Account Manager

The Service Provider Account Manager is responsible for the overall relationship with Client. In fulfilling this role, the Service Provider Account Manager works with Client's ISSA management to achieve results that are mutually beneficial in terms of pricing, opportunities for improvements, and end-user satisfaction. In addition, the Service Provider Account Manager has the following relationship management roles:

• Serve as the Service Provider point of escalation for issues that cannot be resolved by the Provider Delivery Manager and the Client Performance Manager;
• Participate in the Steering Committee meetings, representing Service Provider management;
  Work with Client's Relationship Manager to review operational effectiveness, explore potential performance improvements, and resolve account relationship issues.

2.1.4 Roles and Responsibilities Table

The following table identifies the underlying roles and responsibilities associated with relationship management and planning services. An "X" is placed under the party that will be responsible for performing the task.

Table 1.   Relationship Management Roles and Responsibilities

Relationship Management Roles and Responsibilities	Provider	HAEA
1. Ensure support and commitment of Client executives to the relationship		X
2. Ensure full support and commitment of Provider executives to the relationship	X	

3. Provide Client internal business unit liaison to develop business relationships		X
4. Provide Provider with Client strategic business imperatives that require Provider support		X
5. Manage and coordinate all delivery aspects of the services	X	
6. Ensure that staffing and skill levels are adequate to achieve contract objectives.	X	
7. Provide status on current and proposed services	X	
8. Coordinate quarterly Steering Committee review meetings		X
9. Participate in quarterly Steering Committee review meetings	X	
10. Provide IT education as it relates to the services herein to Client IT management, as requested	X	
12. Provide monthly written status reports to Client on SLAs and conduct periodic scheduled status meetings as required	X	
13. Review and monitor performance against SLAs		X
14. Recommend services to Client's IT management that add value to Client	X	
15. Audit contract terms, technology operations and management processes to ensure compliance		X
16. Participate in dispute escalation and resolution on behalf of the Provider	X	
17. Participate in dispute escalation and resolution on behalf of Client		X
18. Inform Client of any potential Key Personnel staffing changes and of any new personnel assignments planned for services delivery	X	
19. Review and authorize Key Personnel changes to existing services and personnel for services delivery		X
20. Conduct customer satisfaction survey	X	
21. Participate in and review customer satisfaction survey		X
22. Provide Provider staff turnover data	X	
23. Review Provider staff turnover data		X

Governance Model

For the infrastructure support delivery engagement, each committee or team would be comprised of HAEA and XXX representatives, each with clear roles and responsibilities. Teams would meet on a regularly scheduled basis. If required, additional ad hoc meetings would be scheduled to act on decision requests that may arise throughout the initiative. Working within this governance structure, XXX's Client Services team would update key governance teams on progress and issues as well as any risks and mitigation strategies to support the solution.

Communication Plan

We will place a strong emphasis on maintaining seamless, transparent relationships with HAEA and XXX teams that are part of this engagement. Effective communication will help achieve this objective. Specific to Project Management activities, XXX would work together with HAEA to define a Communications Plan covering four dimensions:

- **Stakeholder Goals and Expectations** – These would be captured in the Plan/Analyze stage and must be disseminated to all participants. Communication to stakeholders while a program must always be framed in the context of stakeholder goals and expectations to maintain the appropriate focus and frame of reference.

- **Reporting (e.g., status and performance)** – CDM team and Project Management teams would work with HAEA PMO counterparts to establish a schedule for status reporting from project teams to stakeholders. These reports would be based on XXX or HAEA templates to help promote clear, concise communications of the relevant content to the appropriate audience.

- **Integrated Teaming** – This generally refers to integration of HAEA and XXX personnel on teams but can also refer to teams combining resources with different skill sets or from different divisions as in the case of "matrix management." Communications planning can increase the performance of such teams by promoting alignment around requirements and consensus regarding status and roles.

- **Multi-region CDM Support** – Service delivery including onsite, offsite (Remote) or offshore teams requires a greater emphasis on communications than just onsite or onshore. XXX templates and tools have been designed to manage daily handoffs of work and status reporting between global regions to help confirm the capture of planned efficiencies.

Governance Procedures

The delivery of the Services and management of this SOW are subject to the governance procedures set forth below:

HAEA and XXX will participate in regularly scheduled meetings and will document all decisions from those meetings. The meetings will be scheduled and held as documented unless otherwise agreed to by both parties. In addition, key decisions will be documented by the Project Team Leads formed by the parties and presented to the Steering Committee, formed by the parties for review and approval at each Steering Committee meeting. Decisions requiring urgent approval can be circulated via email for approval or a Steering Committee emergency meeting may be called by HAEA.

Change Control Procedures

Any changes to the Services shall be governed by and implemented subject to the change control procedures set forth in the MSA, and as below:

The parties may request changes to the services and/or deliverables by preparing and delivering to the other party a change order. Upon request, XXX shall prepare a Change Order reflecting the proposed changes to the services or the deliverables and deliver the Change Order to HAEA for approval. Supplier shall not implement any changes to the services or deliverables prior to the HAEA's written approval of a Change Order. Except as provided in this section, no order, statement or conduct of HAEA shall be a change in the services (or deliverables) or entitle Supplier to any adjustment to the Fees.

Client Satisfaction Surveys:

XXX and HAEA will conduct HAEA Satisfaction Surveys in accordance with this Section. The types of surveys to be conducted by XXX will be agreed by the Parties during the Transition of the Services, provided that, at a minimum, XXX will conduct a Management Satisfaction Survey for the Services.

For the HAEA Satisfaction Survey, XXX will recommend a survey format, process, and questions for HAEA's review and approval. Within 30 days following the administration of the HAEA Satisfaction Survey, XXX or HAEA (where HAEA is conducting the survey) will provide the results of the applicable survey to the other Party, and the Parties will meet to review the results of such survey with all applicable HAEA executives.

At a minimum, HAEA will provide one measure of Client Satisfaction as a result of "Time to Complete" tickets related to the Services provided. This measure will be as a result of ticket measured from HAEA's Service Now ("SNOW") and Enterprise Service Management ("ESM"), and calculated based upon HAEA's Power BI reporting as it relates to support of HAEA's clients (the Corporate Business Units, or "CBUs"). This measure shall serve as a SLA to XXX with service level thresholds as described in Exhibit C.

If the results of a HAEA Satisfaction Survey indicate areas of dissatisfaction, XXX will prepare a remediation plan, for HAEA's review and approval, to address such dissatisfaction. Any other remedial actions required because of the findings of such survey will be taken as agreed by the Parties.

The results of each HAEA Satisfaction Survey will be measured as a Service Level. XXX will be responsible for all costs associated with conducting the HAEA Satisfaction Survey process.

EXHIBIT C
Service Level Agreements ("SLA") and Credits

General SLA
Service Desk determines Severity Level Prioritization ("Priority") at the time of the incident. Impact and urgency are used as the mechanism to triage the various tickets based on knowledge at the time of the incident.

XXX and HAEA will, from time to time, review and revise SLAs as required in support of improving Services and operational efficiencies, as well as different methods of SLA measure.

Associated SLA for each Priority Level is as stated in the table below.

PRIORITY MATRIX		IMPACT		
		High	**Medium**	**Low**
URGENCY	**High/Emergency**	Priority Level 1	Priority Level 2	Priority Level 3
	Medium	Priority Level 2	Priority Level 3	Priority Level 4
	Low	Priority Level 3	Priority Level 4	Priority Level 5

Severity Levels (Priority)	Response Times (Service Level Agreement)				Description
	First Contact	*Time to Desk*	*Time to Resolve*	*Update Ticket Status*	
P1	15 mins – Needs to be submitted by phone per escalation tree, along with ticket	Normal business hours	4 hours	Every 1 hour	• Major catastrophe. Profound impact to business, revenue, or costs. • Requires immediate notification to HQ. • This Priority level requires Executive Approval. • P2 not resolved within SLA. • A Successful incident closure is completed within the same day, 100% of the time.
P2	20 mins - Needs to be submitted by phone per escalation tree, along with ticket	All hands during normal business hours	8 hours	Every 2 hours	• Users cannot access a "Critical System." • Business-critical system not available at primary location. • All locations reporting slow response time. • Emergency Maintenance outside of the maintenance window. • Field personnel fully-down or unable to access the internet • P3 not resolved within SLA. • A Successful incident closure is completed within the same day 100% of the time

P3	60 mins - requires a ticket	In order of receipt during normal business hours	=<1 business day	Every 4 business hours	• High-impact issue that could impact users if not resolved immediately.
					• Partial outage of critical application
					• Some but not all users – cannot use the system.
					• P4 not completed within SLA.
					• A Successful incident closure is completed by the next day 100% of the time.
					   • A single user is full down and unable to work.
					   • A VIP user requires assistance.

P4	4 business hours - requires a ticket	As communicated with customer - Standard Problem	=<4 days	Every 24 hours	• Account Administration requests. • Single or small group of users experiencing problems • All incidents created through Self-Service until reclassified. • Basic NSR requests: PC, hardware, software, phone, printer, etc. • Successful incident closure 93% of the time within four days
P5	4 business hours - requires a ticket	Scheduled Task - Consultation. Data Integrity	<8 days or as scheduled with customer	Every 24 hours	• User questions • New employee requests • Change profiles. • Perform maintenance on reference data. • Service Requests • Successful incident closure 93% of the time within the agreed dates

Customer Satisfaction SLA

Customer Satisfaction and Experience is calculated based upon ticket age and time to closure. This time to completion is measured from "ticket submission" to "ticket closure" time, with a monthly average of 90% or better.

For the avoidance of doubt, this measure will be calculated using HAEA's current measurement standard of reporting of ticket closure from both the Enterprise Service Management ("ESM") and Service Now ("SNOW") systems as aggregated in Power BI and reported monthly by HAEA Client Service Management team. Any change of this measurement or source of measurement may be reviewed between the Parties and if acceptable, may be incorporated into this SOW as an Amendment.

Priority Level Definitions and Examples

Priority Level	Definitions	Examples
Priority Level 1 — Emergency / Urgent Critical Business Impact	1) The Incident has caused a complete and immediate work stoppage or significant performance degradation affecting a Mission Critical system, primary business process or a broad group of users, and no workaround is available 2) Designated a "security emergency" or "cyber breach" by Client 3) Service Requests (e.g., IMACD) and Incidents originating from designated Client groups	**Business and Financial Examples** · Enterprise-wide visibility (includes internal and external business partners and customers) · Critical to major impact on external customers conducting business with Client · Clients unable to process any business transactions · The failure creates a serious business exposure · Client employees unable to conduct critical functions **System / Infrastructure Examples** · Critical capability is degraded or is not available · A Mission Critical categorized system is degraded or is not available · Multiple Systems and/or functions are down · Multiple locations, buildings, business units · Network outage: LAN/WAN/Internet failure · Security threat, i.e., virus or worm spread through the enterprise · Long-term impact on the operations of the majority or the entire enterprise · System or certain functions/services are down · The failure causes a system to be inoperable to all users, total loss of functionality · Many or major files lost, large data corruption · A system or Network that is chronically out of service or continues to fail repeatedly · Critical business cycles (e.g., month/quarterly/year-end financial activity) · Critical business processes (e.g., payment runs, batch jobs) **Client Impact Examples** · A whole department, multiple workgroups or departments · Affects a group of employees performing core business critical functions
Priority Level 2 — High Major Business Impact	The Incident has affected a business process in such a way that business functions are severely degraded, or multiple users are, or a key customer is affected and a workaround may be available but is not easily sustainable.	**Business & Financial Examples** · Medium visibility and moderate impact to revenue · Significant impact that may threat future productivity if issue is not resolved **System / Infrastructure Examples** · System usage is limited · Slow performance (network or application) and/or loss of functionality · Few files lost or corrupted **Client Impact Examples** · Clients were unable to perform some portion of their job function · > 50% of department, office, site or user-base affected
Priority Level 3 — Medium Moderate Business Impact	The Incident has affected a business process in such a way that certain functions are unavailable to End Users or a system or service is degraded and a workaround may be available.	**Business & Financial Examples** · Minimal immediate business or financial exposure **System / Infrastructure Examples** · Functionality is degraded but can be circumvented **Client Impact Examples** · Client was unable to perform a minor portion of their job · No business or financial impact · Scheduled or planned work and coordinated with customer · >10% of department, office, site or user-base impacted
Priority Level 4 and 5— Low Minimal Business Impact	The Incident has little impact on normal business processes and can be handled on a scheduled basis and a workaround is available.	· Peripheral problems (e.g., a network printer) · Preventive maintenance · Incident where a workaround exists within the known error database

SLA for Device Lifecycle Refresh

Definition	Measured Schedule	SLA
Complete Refresh of 250 devices	Monthly	100% of the time within the agreed upon schedule
Complete Refresh of 750 devices	Quarterly	100% of the time within the agreed upon schedule
Inventory of incoming and outgoing client devices	Monthly	95% of the time within the agreed upon schedule
Return EOLM devices to Lessor	Weekly	100% of the time within the agreed upon schedule

SLO for Technician Performance

Definition	Rate	Measured Schedule	SLA
Ticket acceptance / acknowledgement	4 Hours	Monthly	90% of the time within the agreed upon schedule
Resolution and Ticket Closure	2 business days	Monthly	95% of the time within the agreed upon schedule
Physical Inventory accuracy	Bi-annual	Monthly	95% of the time within the agreed upon schedule
User satisfaction survey	Annual	Monthly	93% of the time within the agreed upon schedule

SLA for IMAC Service Requests (ESM)

Service	Description	Time to Resolve (SLA)
Corp - ESM - Standard Equipment (PC HW, SW)	New Hires (ESM) should be submitted 5 days before New Hire Starts; the clock starts when NSR is received	3 days – assumes equipment is in stock and ready, at a local location
Corp - ESM - Non-Standard Equipment (PC HW, SW)	New Hires –ESM should be submitted 5 days before New Hire Starts, the clock starts when ESM is received	5 days– assumes equipment is NOT in stock, but the location is in So Cal
Corp - ESM - Non-Standard Equipment (Printer)	New Hires – this for a Printer connected locally	5 days – assumes equipment is NOT in stock.
Corp – ESM – Non-Standard Equipment (Networking Services)	New Hires, in scope for Level 2 Smart-hands only	5 days – assumes equipment is NOT in stock.
Field - ESM - Standard Equipment (PC HW, SW)	New Hires ESM should be submitted 5 days before New Hire Starts; the clock starts when ESM is received	5 days – assumes equipment is in stock and provides for 2-day shipping
Field - ESM - Non-Standard Equipment (PC HW, SW)	New Hires ESM should be submitted 5 days before New Hire Starts; the clock starts when ESM is received	7 days – assumes equipment is NOT in stock and provides for 2-day shipping
Field - ESM - Non-Standard Equipment (Printer)	This is for a Printer connected locally	6 days– assumes equipment is NOT in stock and provides for 2-day shipping
Field – ESM (Networking Services)	New Hires, in scope for Level 2 Smart-hands only	6 days

CDM Team Attrition

Definition	Schedule	SLO	SLA
Resource replacement due to resignations, terminations, etc.	Annual	< 15%	<20% of the time within the agreed upon schedule
Resource replacement (any other reason)	Annual	<5-Business days	<7-business days

<u>Credits and Earn Backs</u>

CREDITS to HAEA will be 3% of the monthly billing amount for any given Month, in the event that Provider fails to meet any of the agreed SLA as described in this SOW, Provider shall incur the applicable Performance Credits calculated as noted below:

• Performance Credits (in USD $) = Applicable credit % X At-Risk Amount
• The Performance Credits shall be credited against the Fees in the second month immediately following the month in which such Performance Credits are incurred
• Example: If monthly fee was $50,000/month and 1 or more SLA missed, Performance credit= $50,000 x 3% =$1,500 payable to HAEA

If there are Failures as to a single SLR/SLA in two (2) or more consecutive Measurement Intervals, XXX will deploy a SWOT ("Strengths, Weakness, Opportunities, and Threats") team to collaborate, work and put a remediation plan together spearheaded by the HAEA/HCA account management team to analyze, mitigate and manage for adherence to the SLR/SLA's

Earn-Back

Post SLA failure - If XXX credits HAEA with a Service Level Credit and, in each of the next three (3) consecutive months, XXX team meets or exceeds the Service Level as described in this SOW, the Service Level credit will be earned-back.

EXHIBIT D
Assumptions

As key dependencies to support the described engagement scope, the following assumptions are made:

1. The fees for services described in this proposal are based on the current scope and the achievement of the stated SLAs. If HAEA's environment or Service scope changes in a manner that materially increases or decreases XXX's cost or personnel requirements of/for providing the services set forth herein, then the parties will meet to mutually discuss impact of such change, XXX will then proceed with the change order process and will clearly communicate any associated price and scope changes via a written Change Order in support of the scope change, and where any acceptance of the change order shall be in writing and executed by the parties.

2. HAEA will use commercially reasonable efforts to provide XXX minimum of 4 weeks' notice for any major activity such as new deployments, new products and releases. This time will enable XXX's CDM team to build the Standard Operating Procedures (SOP's) and align resources to ensure proper support

3. The telephony, ticketing system and collaboration tools like MS teams will be HAEA responsibility.

4. The services described in this SOW may be provided using a combination of onshore and offshore resources

5. The pricing outlined in the SOW is based on the historical ticket trend, devices inventory report and is based on the total number of tickets created as well as the current team structure

6. XXX CDM support services team will make all the effort possible to support any documentation that would be required by HAEA audit teams on a timely basis. Any access logs, policies followed, documentation maintained will be duly provided to the audit team

7. Application support is limited to those applications installed on desktop/end user devices.

8. The services described in this SOW may be provided using a combination of onshore/onsite and offshore resources.

9. 3rd Party support contract vendor information will be provided to XXX CDM support team.

10. SLA compliance by Provider is subject to timely responses and participation from 3rd party vendors, application Owners, and/or any other party necessary for incident resolution.

11. The travel expenses are not included in the proposed fees. Any expenses incurred during the execution will be billed as actuals with prior approval from HAEA team.

EXHIBIT E

Fees and Fees Reduction

Estimated for Year-1

Operation Support Team

Support Category	Number of Agents	Support Level	Type of Resource	Role/Responsibilities Description	Est. Years of Experience	Location	Hourly Rate	# of Hours	Total Amount	Total Fees
CDM Manager	1	CDM Manager	Shared	Program management, Client services Engagement, Resource scheduling and management, delivery compliance reporting Monthly, Quarterly Meetings Escalation, Issue and Risk Management	10+	Onsite		6048		
CDM Lead	3	Team Lead	Dedicated	Service Request Management, L3 Support, RCA, White Glove service, IMAC support, Service Monitoring and reporting, Device Refreshes design and Planning, AV Support, Breakfix support escalations, Patch and upgrade design and plan Project Support Ticket updates Work notes auditing Workstation Management Work with 3rd party vendors	10+	Onsite		18144		
CDM Engineers	3	L3	Dedicated	Service Request Management, L2/L3 Support, Support RCA, IMAC support Service Monitoring and reporting, Device Refreshes, AV Support, Breakfix support, Patch and upgrade support Team Lead escalations	8+	Onsite		18144		

CDM Engineers	7	L2	Dedicated	Service Request Management, L2 Support, Support RCA, Service Monitoring and reporting, AV Support, Breakfix support, Patch and upgrade support Client VPN, software issues software Installation Escalate critical issues to L3	5+	US		42336		
CDM Engineers (Remote)	4	L2	Shared	Service Request Management, L2 Support, Support RCA, Service Monitoring and reporting, AV Support, Breakfix support, Patch and upgrade support Client VPN, software issues software Installation Escalate critical issues to L3	5+	US		14112		
CDM Engineers (Remote)	4	L2	Shared	Service Request Management, L2 Support, Support RCA, Service Monitoring and reporting, AV Support, Breakfix support, Patch and upgrade support Client VPN, software issues software Installation Escalate critical issues to L3	5+	Offshore		14112		
Asset Mgmt Engineer	2	L3	Dedicated	Asset tracking and tagging, Asset compliance and audit, Asset inventory reporting, Management if asset lifecycle	10+	Onsite		10080		
Asset Mgmt Engineer	1	L3	Dedicated	Asset tracking and tagging, Asset compliance and audit, Asset inventory reporting, Management if asset lifecycle	10+	Offshore		2016		
Korean Speaking Engineers	2	L2	Dedicated	Service Request Management, L2 Support, Support RCA, Service Monitoring and reporting, AV Support, Breakfix support, Patch and upgrade support Client VPN, software issues software Installation Escalate critical issues to L3	5+	Onsite		12096		
Total										

EXHIBIT F

Project Key Activities:

The project is expected to go-live in approximately 1-2 months. Exact go-live timelines will be determined in discussion with HAEA and will be influenced by other upstream or parallel dependencies on this project and other competing priorities at HAEA.

The recommended high-level activity along with XXX and HAEA responsibilities are depicted below

Phase	Key Activities	XXX Deliverables	HAEA Involvement	Sign-Off Criteria
Planning & Review (2 weeks)	• Define XXX CDM team roles and responsibilities • Identify HAEA team and plan availability • Prepare knowledge acquisition priority and plan • Identify Device inventory and access requirements • Finalize tools/deliverables for the transition phase • Finalize status reporting during transition phase	• Detailed scope document • Transition project plan • Device and Asset management plan • Analysis of the device build checklist • Validate vendor support contract information • Staffing plan • Review documents	• Participate in working sessions for project planning • Provide information on scope to XXX CDM team • Provide existing documentation • Review project plan and review documents	• HAEA team sign off project and staffing plan • HAEA team to sign off on review documents
Knowledge Acquisition (4 weeks)	• Review documentation, checklist, and workflows • Application demonstration • Technical walk through • Discussions with HAEA team • Integration points • Standards and procedures followed • SLAs • Review critical/repeating issues • Review tickets/refresh cycles • Documentation and presentation of knowledge acquisition	• Detailed asset inventory and scope document • KT tracking report • Reverse KT presentations	• Share details on calls resolved during the KT phase • Demonstrate applications • Work allocation • Assign non-critical support tickets to XXX CDM team • Review support process, Service Request resolution and device refresh / test process documentation	• HAEA team sign off KT process documents • HAEA team to sign off on workstation build areas that can be transition to XXX team

Phase	Key Activities	XXX Deliverables	HAEA Involvement	Sign-Off Criteria
Guided Support (4 weeks)	• Begin onsite responsibility for requests independently • Leads to Initiate training program to transfer knowledge to rest of the XXX CDM team members • Conduct knowledge transition workshops • Finalize all infrastructure and communication setup	• Resolved requests by XXX team • Updated resource plan	• Monitor handling of requests by XXX CDM staff • Assist in call resolution if XXX team cannot handle independently	• At least 80% of service requests assigned to XXX CDM team resolved independently
Independent Support (2 weeks and Ongoing)	• Begin to take over responsibility of assigned tickets • Refine process and finalize SLAs for steady state • Start offshore support as required • Develop, enhance, and install tools required to support maintenance process	• Regular status and performance reports • Defined service level to be met • Updated support processes manual and SLA handbook	• Monitor handling of requests by XXX staff • Handle escalations • Communicate revised support process to business and other stake holders	• All support tickets resolved by XXX team independently • SLAs being tracked for first 4 weeks • After 4 weeks, transition is formally marked complete, and SLAs activated for Steady State

Framework

XXX will partner with HAEA to deliver support services and will act as an extension of the HAEA IT team. The XXX team will follow all documented HAEA processes and procedures to deliver the requested services. Our transition plan for delivering the services is based on our experience working with our past and current enterprise customers. Our transition objectives include the following:

  • Cause no service disruption
  • Provide transparency to end users
  • Transfer operational responsibility
  • Promote continuous process improvement

Cause No Service Disruption: Our transition plan is based on experience of more than 100 successful implementations for customers around the world. Our transition and transformation methodology are divided into four phases, which are planned so that there are no unplanned disruptions to HAEA's business.

Provide Transparency to End Users: One of the main objectives of our methodology is to make sure that the transition is seamless and completely transparent to business and other end users.

Transfer Operational Responsibility: The most obvious objective of the transition plan is to transfer the operational responsibility of the services from the existing team to the XXX team. We will work to identify and address issues in advance so that surprises are eliminated. We will conduct an operational readiness review with HAEA during the transition. During the transfer of operational responsibilities on the commencement date, we will set up a transition command center to facilitate communication, manage transition activities and address issues on a real-time basis.

Promote Continuous Process Improvement: By focusing on the resolution of core platform issues and through the process of automating as many processes as possible, we can deliver new efficiencies for our enterprise customers. The time savings can be applied to investment in new business capabilities.

Risk Management:
The Risk Management process is fundamental to the successful delivery of the project. The process ensures that each risk identified within the project environment is documented, prioritized, and mitigated wherever possible.

For this project, Risks are defined as "any event which is likely to adversely affect the ability of the project to produce the required deliverables".

Risk Management will be introduced to this project, through the implementation of five key processes:
- A formal process for the identification of project risks

- A formal process for the logging and prioritization of project risks

- A formal process for the determination of risk mitigating actions

- A formal process for the monitoring and control of assigned Risk mitigating actions

- A formal process for the closure of project risks

The following diagram provides an overview of the risk processes and procedures to be undertaken to effectively manage project-related risks. Risk Management roles have also been allocated.
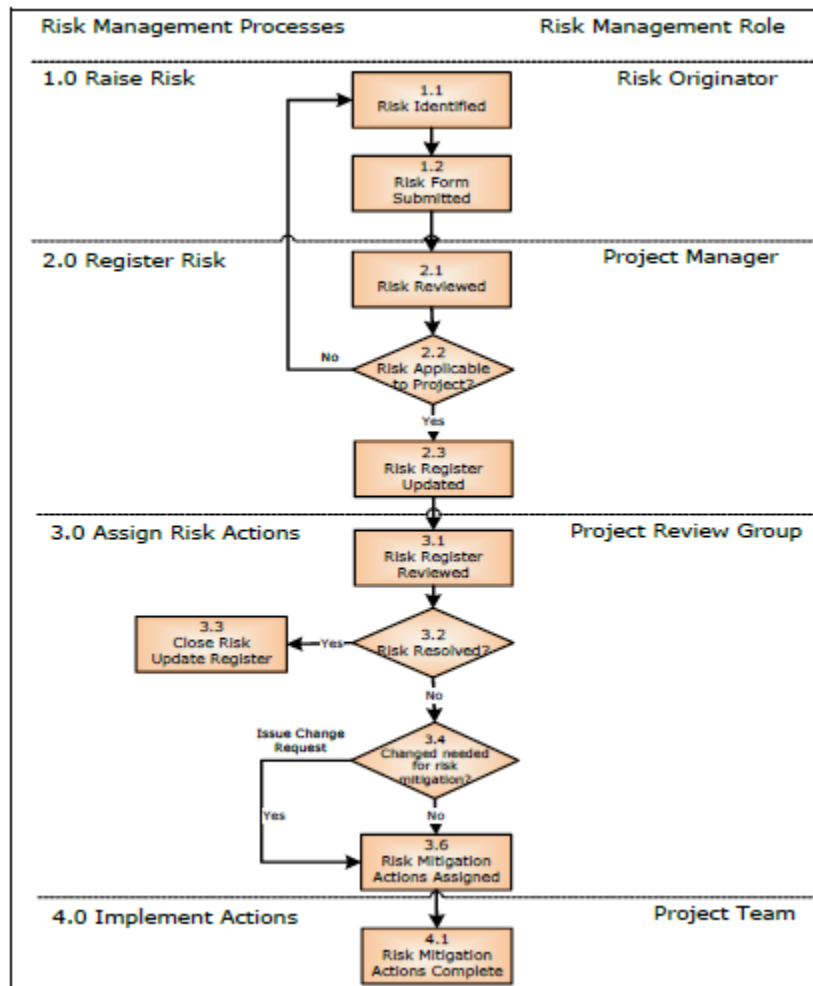
Raise Risk

This process provides the ability for any member of the project team to raise a project-related risk. The following procedures are undertaken:

- Risk Originator identifies a risk applicable to a particular aspect of the project (e.g., scope, deliverables, timescales, and organization).
- Risk Originator completes a Risk Form and distributes the form to the Project Manager.

Register Risk

This process allows the Project Manager to review all risks raised and determine whether each risk is applicable to the project. This decision will be primarily based upon whether the risk:

- Impacts a project deliverable specified within the project deliverables register
- Impacts a quality deliverable specified within the quality plan
- Impacts the timescale specified within the project plan

If the risk is considered by the Project Manager to be 'appropriate to the project', then a formal risk is raised in the Project Risk Register and a risk number assigned. The Project Manager will furthermore assign the risk 'impact' and 'likelihood' based upon the details provided in the Risk Form.

Assign Risk Actions

This process involves the formal review of the Risk Register, by the Project Review Group. The Project Review Group will review each risk in turn (based upon the risk 'impact' and 'likelihood') and may decide:

- To close the risk in the Risk Register, if there are no outstanding risk actions and the risk is no longer likely to impact the project

- To raise a change request to mitigate the risk, a change to the project is required
- To assign risk actions to mitigate the risk

Implement Risk Actions
This process involves the implementation of all actions assigned by the Project Review Group. This includes:
- Scheduling each action for completion
- Implementing each action scheduled
- Reviewing the success of each action completed
- Communicating the success of each action completed

Risk Roles

Risk Originator
The Risk Originator initially identifies the risk and formally communicates the risk to the Project Manager. The Risk Originator is formally responsible for:
- The early identification of the risk within the project
- The formal documentation of the risk, through the completion of a Risk Form
- The submission of the Risk Form to the Project Manager for review

Project Manager
The Project Manager receives records and monitors the progress of all risks within a project. The Project Manager is formally responsible for:
- Receiving all Risk Forms and identifying which of the risks raised are appropriate to the project
- Recording all risks in the Risk Register
- Presenting all risks to the Project Review Group
- Reporting and communicating all decisions made by the Project Review Group
- Monitoring the progress of all risk mitigating actions assigned

Project Review Group
The Project Review Group confirms the Risk 'likelihood' and 'impact' and assign risk mitigating actions where appropriate. The Project Review Group is formally responsible for:
- The regular review of all risks recorded in the Risk Register
- The identification of change requests required to mitigate risks raised
- The allocation of risk mitigating actions
- The closure of risks which have no outstanding actions and are no longer likely to impact the project

Project Team
- The Project Team under-take all risk mitigating actions delegated by the Project Review Group.

Communication Plan
XXX CDM team will leverage the current communication plan and expand as appropriate as the stakeholders expand and the pace accelerates. The team supports the HAEA's philosophy to achieve results and document any lessons learned while trying to push the support forward and undertake difficult objectives that may result in some learning opportunities to drive continuous improvement.

Rebadge Plan
XXX Account Management team and HAEA team will jointly identify the key personnel who are critical to the success of CDM support. XXX will then take the responsibility of the discussing the rebadging plan with the identified personnel and welcome them to the XXX family. XXX will engage in the rebadging discussions during the planning phase and ensure that those personnel are onboarded before the Steady state support begins. In an event, that the personnel are unable to become part of the XXX CDM team, XXX will add comparable personnel with the skillset and it to the team roster.

As part of our support services engagement, we provide several standard dashboards and reports at pre-defined frequencies. Examples of our monthly, weekly progress and risk tracking & mitigation reports are shown below. The format and frequency of these standard reports & dashboards will be discussed with HAEA team during the transition phase. Once this is finalized, it will be the responsibility of our engagement owner or respective application leads to deliver these reports to the HAEA team.

Item	Responsible	Method	Frequency	Objective
Weekly Status Report	CDM Manager CDM Leads	Meeting / Conference Call	Weekly	Weekly progress update Team Activities Scheduled events /Refreshes
Monthly Status Review	Account Manager CDM Manager Delivery Leads	Meeting / Conference Call	Monthly	SR Analysis Enhancements / Issues Resource Planning SLA Adherence Improvements
Service Delivery Review	Program Sponsor Account Manager CDM Manager	Meeting / Conference Call	Quarterly	SLAs Resource Capacity Planning Strategic planning / roadmap review Client satisfaction survey analysis
HAEA Feedback	Program Sponsor Exec Sponsor	Questionnaire & Review	Twice Yearly	Client satisfaction score opportunity for improvements Overall HAEA confidence

Monthly Summary Report

#	Description	Created on	Owner	User	Status	Type	Priority	Resolution time (min)
1								
2								
3								

Weekly Progress Report

#	Ticket	%Complete	Exp. Start	Actual start	Exp finish	Actual finish	#Review comments	# Defects	Dev. Stage	Pln. Effort	Act. Effort
1											
2											
3											

Weekly Risk Mitigation Report

#	Ticket	Tgt. Date	Owner	User	Potential SLA Miss	Reasons	Impact?	Risk Mitigation
1								
2								

Exhibit H: Disentanglement

HAEA may, in its sole discretion, terminate and or disentangle any part or all of the Services being performed by Provider under this SOW immediately for failure of Provider to adequately meet its obligations under this SOW or the Agreement in HAEA's sole discretion upon thirty (30) days' written notice, or for any reason whatsoever upon ninety (90) days' prior written notice. HAEA will be responsible for Fees and Expenses, as set forth above, incurred up to the date of termination and or disentanglement date.

A transition for any type of handover to a new provider, or back to HAEA, the parties agree that three (3) months for this process is an adequate time period. As part of this handover and or transition during this disentanglement period, Provider will continue to perform its services to the levels as described herein, and retain existing resources, with reasonable effort, provide documentation and or necessary knowledge transfer as requested by HAEA or new provider. Transition or disentanglement monthly fee will be same as last month's fee before the termination date.