

# Global Support Services

Client Name

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Noventiq Holdings PLC

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## EXECUTIVE SUMMARY

### COMPANY BACKGROUND

Noventiq (the brand name of Legal entity *Noventiq Holdings Plc*) is a leading global solutions and services provider in digital transformation and cybersecurity, headquartered and listed in London. The company enables, facilitates and accelerates digital transformation for its customers' businesses, connecting 75,000+ organizations from all sectors with hundreds of best-in-class IT vendors, alongside its own services and solutions.

With a turnover of US\$ 1.6 billion in the fiscal year of 2024, Noventiq is currently one of the fastest growing companies in the sector. In October 2021, the company "Softline Holding plc" got its primary listing on the London Stock Exchange (LSE:SFTL). Noventiq's growth is underpinned by its three-dimensional strategy to expand its geography, portfolio and sales channels. The strategy is supported by Noventiq's active approach to M&As, enabling the company to take advantage of the ongoing consolidation in the industry. Since the start of the calendar year 202, Noventiq has announced the acquisition of 5 companies in India, Turkey, and the UAE, covering various aspects of digital transformation.

Noventiq's 3900 employees work in almost 60 countries throughout Asia, Latin America, Eastern Europe and Africa—markets with significant growth potential.

### ACCREDITATION

Noventiq is a leading partner of Microsoft. One of 10 Microsoft globally managed partners worldwide.

#### **Partnership status:**

Microsoft Gold Partner | Azure Expert Managed Service Provider



In several countries, we are the only Azure Expert Managed Service Provider.

#### **Microsoft Advanced Specializations:**

- Windows Server and SQL Server Migration to Microsoft Azure
- Adoption and Change Management
- Kubernetes on Microsoft Azure
- Datawarehouse to Azure Migration
- Azure Data Analytics.
- Linux and Open-Source Database Migration to Azure
- Microsoft Windows Virtual Desktop
- Cloud Security
- Identity and Access Management

- Information Protection and Governance
- Threat Protection
- Azure Virtual Desktop Advance Specialization

## CUSTOMERS

Noventiq Holding Plc is proud to count some of the world's most innovative companies as their customers:



## PERIOD OF PERFORMANCE

Services period is 12 months after the onboarding to Noventiq Support tool (ITSM) and support portal.

## ENGAGEMENT RESOURCES *(Shared Services Team)*

- Sr. Cloud Engineer *(Azure, DB, Network & Security)*
- Cloud Engineer *(Azure, DB, Network & Security)*
- Sr. Cloud Support Analyst
- Cloud Support Analyst
- Sr. MWP Engineer *(M365 & EMS, Azure Entra, Windows Server, Exchange Server & Hybrid)*
- MWP Engineer *(M365 & EMS, Azure Entra, Share Point, Power Platform)*

## SCOPE OF WORK

### INFRASTRUCTURE IN SCOPE

Noventiq provides its customers with basic support for Microsoft products purchased within CSP agreement.

- Azure
- Microsoft 365 + Enterprise Mobility & Security

### SERVICES IN SCOPE

- **Reactive services – provided as a package of support tickets for the following technology stack:**
  - Azure Compute
  - Azure DB
  - Azure Networks
  - Azure DevOps
  - Azure Apps & Automation Support
  - Azure Storage Support
  - Azure Key Vault Support
  - Azure Virtual Desktop
  - Data & AI Services
  - Cloud Security
  - OS support
  - Azure Entra
  - Office 365 Admin center & Exchange Online
  - Microsoft 365 apps
  - Microsoft Teams
  - Power Platform
  - Microsoft Intune
  - Azure Defender for Endpoint

***List of supported services, please refer to Appendix I – Services Description under the section "Reactive > Support Services"***

## OUT OF SCOPE

Any infrastructure components & services activities listed explicitly under "Scope of Work" section above shall be treated as outside of the scope of this engagement. Out of scope services includes but not limited to...

- Application Security Monitoring & Incident Resolution
- Application Design, Code Development, Integration & Deployment
- Application Functionality, Vulnerability & Performance Testing
- Application Code Repository Management
- Application Release Process Management
- Application Database Development & Integration Activities
- On-premises Infrastructure (Server/VMs, Application, Database, Network etc) Development, Deployment, Integration.
- Noventiq will not administer databases or other services hosted in the public cloud that are not described in this document.
- Deployment, Custom Development, Integration, Migration and Management.
- Sharing Noventiq Internal & Proprietary Build, Deployment, Migration, Integration & Management Procedures, Templates & Scripts.
- Any feature, functionality, or scope not covered and/or explicitly not declared under "Scope of Work" of this Statement of Work is considered out-of-scope.
- On-site and/or Dedicated Service Delivery Resources
- End User & Desk Side Support
- Hardware and Network Support.
- Customizations and Development of Teams platform
- Creating Chatbots.
- On-Premises Active Directory Integration.
- Third-Party App Integrations with M365 and Teams.

In the event the Customer requires Noventiq to engage in any Out-of-Scope infrastructure components & services activities, Managed Services Provider (MSP) & Client Service Delivery Managers must initiate [Service Scope Change Request \(SSCR\)](#) and established mutually agreed & signed SoW addendum prior engaging Noventiq for such activities.

## CLIENT RESPONSIBILITIES

### ACCESS

- The Client must accept Noventiq Marketplace offer or provide Delegated admin privileges (GDAP) for Noventiq team to provide support and to enable an option to escalate tickets to Microsoft (if included in scope).

### TOOLS

- Noventiq will only provide ITSM tool. Any Cloud Server Monitoring & Patching tool license client shall procure, at its sole cost and expense, any/all software licenses and encryption certificates required in a timely manner.

## INTERNAL USER COMMUNICATION



- The Client shall be solely responsible for notifying its end clients as to any maintenance window and access restrictions to the systems or services while Managed Services Provider (MSP) maintenance is in progress.

## PRODUCT VENDOR SUPPORT CONTRACTS

- In the event that Noventiq is not able to handle the issue, Noventiq will raise the case to Microsoft from the bucket of tickets/hours agreed as part of the commercial construct of the deal.
- Resolution SLAs do not apply for those cases that are escalated to vendor technical support, hardware vendors, Internet Service Provider (ISP), cloud platform provider, or third-party vendors, as well as connected devices/resources that are outside of the Noventiq support scope as described in this Service Description
- Client shall procure any/all product vendor support that may be required to deliver the Managed Services within the above referenced SLA guidelines. Managed Services Provider (MSP) is not responsible for any delays or lack of performance due to lack of inadequate vendor support.
- Client shall promptly provide copies of all product vendor support SLAs and vendor support credentials procured from product vendors to the Managed Services Provider (MSP) team. Managed Services Provider (MSP) is not responsible for any failures in the performance of its obligations hereunder that arise out of Client's failure to provide vendor support SLAs and vendor support credentials.

## CLIENT REVIEWS/FEEDBACK/APPROVAL

- The client shall be responsible for prompt review of Reports and prompt provision to the TAM of appropriate information and feedback as to the Services being provided. The client shall at all times fully cooperate with Managed Services Provider (MSP) and shall keep MSP timely apprised of all information relevant to the successful rendering of the Managed Services and any other obligations hereunder.
- The client understands and agrees that any delay in providing such information to the TAM may result in delays for which Managed Services Provider (MSP) shall not be liable. Failure by Client to timely notify Managed Services Provider (MSP) of concerns arising out of the Managed Services, whether identified in the Status Reports, Customized Reports or otherwise shall be deemed an acceptance of such Services by Client.

## COMMERCIALS

- Noventiq Global Support Services price is computed for number of Incidents raised in a particular period of 12 months only. All service support purchased as part of this Agreement shall be provided with a right of support for the purchased amount of tickets for every twelve calendar months of service. At the end of 12 month period all unutilized service support tickets shall not be refundable, are non-transferrable and shall not be carried forward. If the Customer request to discontinue the Support Service during the Support Service Period, the refund, if any, shall be prorated based on the number of tickets utilized as of the request date.
- Any new solution build and deployment requirement including but not limited to application modernization and innovation will be a separate engagement and scope of work, efforts & cost will be shared with client separately as and when required.
- Any onsite Travel and related Expenses will be paid by the Customer at actual cost. Noventiq will provide itemized billing for all incurred expenses.
- Additional or incremental deliverables may require additional budget and will be handled on a case-by-case basis via a Change Order or a new Statement of Work.

## OUT-OF-POCKET EXPENSES / INVOICE PROCEDURES

- Client will be invoiced all costs associated with out-of-pocket expenses (including, without limitation, costs and expenses associated with meals, lodging, local transportation and any other applicable business expenses) listed on the invoice as a separate line item. Reimbursement for out-of-pocket expenses in connection with performance of this SOW, when authorized and up to the limits set forth in this SOW, shall be in accordance with Client's then-current published policies governing travel and associated business expenses, which

information shall be provided by the Client Project Manager. The limit of reimbursable expenses pursuant to this SOW is estimated to be 15% of the fees unless otherwise authorized in writing and agreed to by both parties via the project change control procedure outlined within.

## ASSUMPTIONS

- Client shall designate a person OR persons to whom all Noventiq may be addressed and who has the authority to act on all aspects of the Services.
- Client shall provide reasonable access to computer equipment, facilities, workspace, and telephone for Noventiq resources use during the Service.
- Unless otherwise agreed to by the parties, Client shall respond within two (2) business days to Noventiq's request for documentation or information needed for the Service.
- Client acknowledges that Noventiq's obligation is only to aid Client with respect to the tasks detailed in this Service In-Scope Description, and that such assistance may not result in some, or all tasks being completed.
- Client acknowledges that Noventiq is providing Services to assist Client in support of the initiatives and activities described herein and shall not assume any cost or schedule liability. Client is the governing authority of all activities and project directives and retains full responsibility for the leadership, review, and approval of actions taken and deliverables completed by Noventiq in support of Client.
- Noventiq will provide support for any End-of-Life Infrastructure Product/Service on best efforts bases, Noventiq provided service SLA doesn't cover non-availability, performance and/or functionality issue of such applications used by the Client in Azure.

## SERVICE SCOPE CHANGE CONTROL PROCESS

The following process will be followed if a change to this SOW is required:

- A Service Scope Change Request (SSCR) will be the vehicle for communicating change. The SSCR must describe the change, the rationale for the change, and the effect the change will have on the engagement.
- The designated Service Delivery Manager of the requesting party (MSP or Client) will review the proposed change and determine whether to submit the request to the other party.
- Both Service Delivery Managers will review the proposed change and approve it for further investigation or reject it. MSP and Client will mutually agree upon any charges for such investigation, if any. If the investigation is authorized, the Client Service Delivery Managers will sign the SSCR, which will constitute approval for the investigation charges. MSP will invoice Client for any such charges. The investigation will determine the effect that the implementation of the SSCR will have on SOW price, schedule and other terms and conditions of the Agreement.
- Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a Change Authorization will be executed.
- A written Change Authorization and/or SSCR must be signed by both parties to authorize implementation of the investigated changes.

### REACTIVE SUPPORT SERVICES

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#### AZURE (24X7)

- Break Fix Support
- Azure Compute Support
  - Azure Virtual Machines
  - Azure Virtual Machine Scale Sets
  - Azure Web App Plans
- Operating System Support
  - Windows
  - CentOS
  - Ubuntu
  - RHEL
- Database Support
  - MS SQL
  - MySQL
  - Azure PostgreSQL
  - Azure Redis Cache
  - Azure Cosmos DB
  - Azure SQL MI
  - Azure
- Network Support
  - Virtual Network
  - VPN Gateway
  - Application Gateway
  - Firewall
  - Web Application Firewall
  - Express Route
  - Load Balancer
  - Public & Private Endpoints
  - NSGs
  - IDS / IPS Management
  - 3<sup>rd</sup> Party Firewall Support
    - Checkpoint
    - Barracuda
    - Fortinet
    - Palo Alto
- DevOps Support
  - Azure Kubernetes Services
  - Azure Container Registries
  - Azure Pipeline
  - Azure Service Fabric
- Azure Apps & Automation Support
  - Azure Functions
  - Azure Event Hub
  - Azure Logic Apps

- Azure WebApp
  - Cloud Services
  - Azure Automation
- Azure Storage Support
  - Blob
  - Disks
  - Pages
  - Tables
  - Files Share
  - File Sync
  - Azure Netapp Files
  - Azure Data lake Storage
- Azure Key Vault Support
  - Key Management
  - Encryption (Rest & Transition)
- Azure Virtual Desktop
  - Session Management
  - Access Controls
  - Image management
- Data & AI Services
  - Azure Data Factory
  - Azure Data Pipelines
  - Azure Data Lake Analytics
  - Azure Synapse
  - Azure Purview
  - Power BI Embedded
  - Azure Machine Learning Studio
  - Azure Cognitive Services
  - Azure Bot Services
- Cloud Security & Monitoring
  - Azure log analytics
  - Azure Network Watcher
  - Azure Sentinel
  - Azure Defender

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## MICROSOFT 365 & MODERN WORKPLACE (24X7)

- Break fix Support.
- Mailbox Support
  - O365 Admin Center
  - Exchange Online
- Azure Entra
  - AD Connect
  - ADFS SSO with O365 only
- M365 Apps
  - Outlook
  - One Drive for Business
  - Word
  - PowerPoint

- Excel
- Yammer
- Share Point Online
- Microsoft Teams
- Power Platform
  - Power Apps
  - Power BI

## M365 MOBILITY & SECURITY

- Microsoft Intune
- Azure Defender for Endpoint
  - Email Security
  - Data Loss & Prevention
  - Information Protection & Governance
  - End Point Security

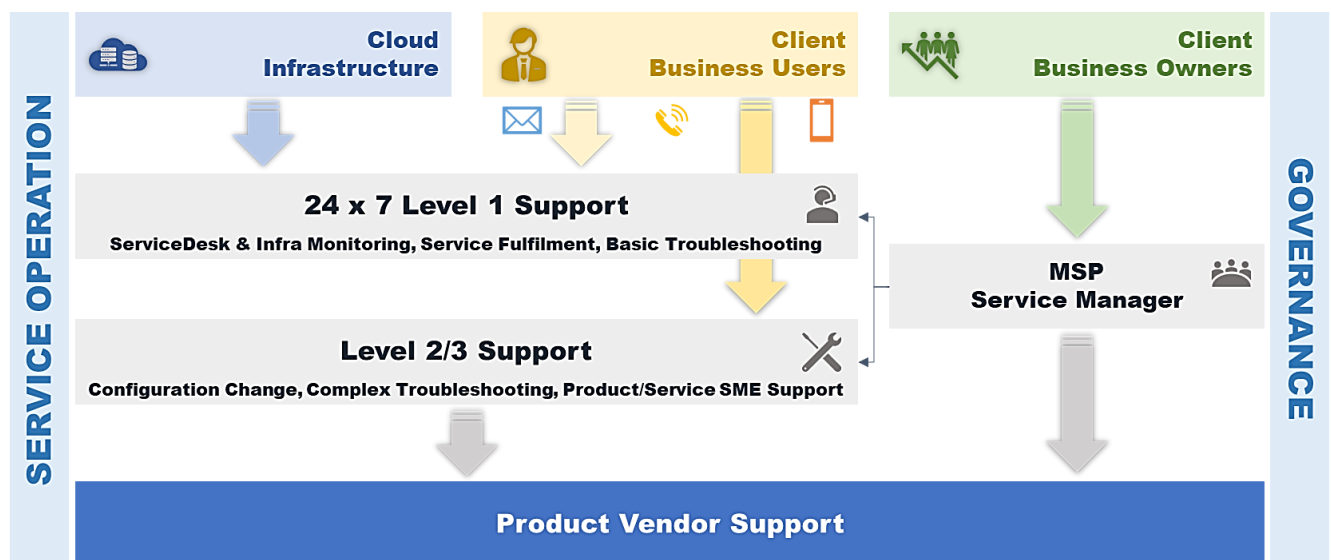
## APPENDIX II – DETAILS OF CLOUD OPERATION SERVICES

### CLOUD INFRASTRUCTURE MANAGEMENT OPERATING MODEL

Noventiq Cloud Operating model covers end to end Cloud Infrastructure Management lifecycle. Noventiq MSP leverages Industry Best practice, process, tools, and methods, along with Cloud Governance best practices defined by Microsoft as part of Cloud Adoption Framework. Service Operation processes are aligned with ITILv4 and ISO 20000 policy framework.

### MSP SERVICEDESK

Servicedesk Support for English speaking Customer remains quite straightforward, where MSP L1 Support team who also provides monitoring support 24x7 (If applicable) is approachable in all thre modes of communication i.e. Email, Using Self Service portal and Phone call, during P1 situations it is always advisable to call MSP Support team to get prompt assistance. Apart from Incident and Service request management this team also provides ORT and Backup reports based on Support packages opted by Customer.



Unresolved tickets by Level 1 support are escalated to Noventiq L2 Support team who are Azure cloud specialists equipped and experienced in handling critical cases, they are also responsible for Azure Health Check reports (if in scope), managing delivery projects for onboarding new Customers.

In exceptional scenarios where ticket is not resolved by Noventiq L2 support team ticket is assigned to L3 Support group who are proficient in resolving escalated cases. This team is mainly involved in resolving architecture level defects which eventually get implemented through planned Normal Changes.

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## LEVEL 1 SUPPORT

A qualified Level 1 Support team of 18+ certified members, responsible for:

- ServiceDesk operation and addresses client queries over the phone, record, categorize and prioritize support requests, escalate complex issues to be addressed by next support tier. Follow up on open request require more details and share periodic updates until the request is resolved/closed.
- Incidents / Requests recording in ITSM tools, categorizing prioritizing, conducting basic troubleshooting, and escalating to the next tier for timely resolution of complex events proactively before the issues can lead to Infrastructure or Application downtime.

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## LEVEL 2 & 3 SUPPORT

Level 2 & 3 Support team is 32+ certified and qualified group of engineers with advanced specialization on Cloud Services and Microsoft product & services to address.

- Complex Infrastructure Configurations changes requests
- Critical & Complex Infrastructure Incidents Troubleshooting & Remediation
- Conducting Root Cause Analysis for All P1 incidents for Gold & Platinum Services Package Clients
- Infrastructure Assessments, Gap Analysis, Recommendations and Recommended Change Implementations

## SERVICE MANAGEMENT

Service management being core for an operational set-up and support services will be established in conjunction with Client existing processes. The existing processes from the customer would be adapted by Noventiq to set up the operational guidelines. Below is the list of processes that would be leveraged by Noventiq during operations.

Service Management processes owned by Client would be reference for Noventiq Service Management team. Noventiq shall be providing Service Management Process support for the configurations items that are within scope of Noventiq during operations. This team will work in close co-ordination with the Client Service Management team/governance team.

- |  |                                   |
|--|-----------------------------------|
| • Infrastructure Event Management        | • Service Request Management      |
| • Infrastructure Availability Management | • Service Level Management        |
| • Incident Management                    | • Service Reporting               |
| • Problem Management                     | • Identity and Access Management  |
| • Change Management                      | • Information Security Management |

Response to the Incidents and Service Requests logged in such local language will also be provided in the same language to ease communication between MSP and Customer. This service is available during business hours of

local country, however in case of off business hours' translation requirement, assistance of Noventiq Local Account Manager is taken by MSP L1 support team.

## SERVICE LEVELS

In Cloud Operations management, the quality-of-Service Delivery is checked against how quickly the ticket priority (for both Incident and Service Request) is recognized and responded to as part of initial troubleshooting. This is applicable for reactive (reported by Customers) incidents. Hence, Response SLA is critical service level in Cloud services.

- Response SLA is defined as duration taken by Noventiq MSP analyst to accept the ticket in ITSM tool and sending acknowledgement back to Customer.
- Response SLA is computed as percentage of tickets responded within agreed SLA by MSP team divided by total number of tickets received by MSP team.

Below are Standard SLAs Proposed to Customers, however it may also vary based on Support package selection and final SOW agreement between Noventiq and Customer:

## INCIDENT MANAGEMENT SLA

Incident Severity	Response Time
Priority 1 (Critical)	< 1 Hour
Priority 2 (High)	< 4 Hours
Priority 3 (Medium)	< 6 Hours
Priority 4 (Low)	< 8 Hours

\*In case an incident reported by requires Product Vendor support, Noventiq provided Resolution SLAs will not applicable or should be computed for SLA performance or Credit Claims for SLA Breaches.

## SERVICE LEVEL DEFINITION MATRIX (REFERENCE ONLY)

Priority of Incidents and Service Requests received by MSP 1st line support team are determined on two factors, i.e. impact of the issue and urgency to resolve it. Below depicted priority matrix is followed by MSP team.

Final definition matrix will be shared, reviewed, and agreed with the client post infrastructure assessment during onboarding phase.

URGENCY				CRITICAL	HIGH	MEDIUM	LOW
IMPACT				Immediate Action Required	Short Delay Acceptable	Some Delay Acceptable	Not Time Critical
Extensive/ Widespread	Critical Business Functions cannot be performed	And /or	Large Group (50%Users)	Critical	High	Medium	Low
Significant/ Large	Critical component down and no work around available	And /or	Large Group (10+Users)	High	Medium	Low	Low

Moderate/ Limited	Critical Function is Missing but work around exist	And /or	One or Several Users for Several Tasks	Medium	Low	Low	Low
Minor/ Localized	A minor problem. Major function still working	And /or	One User for Specific Task	Low	Low	Low	Low

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## MANAGEMENT TOOLS

Noventiq has varied tools for managing Customer environments. Below is detailed view of different tools and their features:

Tool Name	Used By	Features
Fresh Service- ITSM Ticketing Tool	MSP Support Teams	<ul style="list-style-type: none"> <li>• Logging Incident and SR (Through Customer facing Self-service portal)</li> <li>• Well defined Change workflow</li> <li>• RCA and Problem tracking</li> <li>• Service Reporting for operations mgmt..</li> </ul>

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## ESCALATION MATRIX

Escalation management is the core of any operations, the key for good escalation contact set-up is accessibility and availability of NOC contact person. In MSP three tier escalation matrix is available to the Customer along with both phone and email contact details that will be added to each email communication with the engineer.