

Annexure G
Managed Services (Scope and Responsibilities)

This Annexure G, the "Managed Services (Scope and Responsibilities)" (these "Managed Services Terms"), outlines the general framework for the provision of specific Managed Services by PICO (the "PROVIDER") to YOU (the "CLIENT"). These Managed Services Terms are incorporated by reference into the Master Services Agreement and shall apply when CLIENT procures Managed Services as defined herein. The specific Managed Services procured by CLIENT will be detailed in a separate Work Order or Addendum.

1. DEFINITIONS (MANAGED SERVICES SPECIFIC)

In addition to the definitions in Annexure A of the Master Services Agreement, the following terms shall have the meanings set forth below for the purposes of these Managed Services Terms:

- 1.1. **Managed Services**
The specific operational and support services provided by PICO to CLIENT beyond the underlying Public Cloud Services infrastructure, aimed at managing and maintaining designated components of the CLIENT's cloud environment as specified in a Work Order.
- 1.2. **Managed Component**
A specific element within the CLIENT's cloud environment for which PICO assumes defined management responsibilities under a Work Order.
- 1.3. **Client Managed Component**
Any component within the CLIENT's cloud environment that is not designated as a Managed Component in a Work Order and for which the CLIENT retains sole management responsibility.

2. SCOPE OF MANAGED SERVICES

- 2.1. **Work Orders**
The exact scope, details, and pricing of the Managed Services provided to CLIENT will be explicitly defined in one or more mutually executed Work Orders. Each Work Order will specify the Managed Components, the specific Managed Services to be performed, and any unique terms or conditions applicable to that service.
- 2.2. **General Categories of Managed Services (Examples, actual scope defined in Work Order):**
 - 2.2.1. **Infrastructure Management:** Monitoring and basic operational management of core compute, storage, and network resources provided by PICO. This may include capacity monitoring, performance tuning recommendations, and incident response for the underlying infrastructure.
 - 2.2.2. **Operating System (OS) Management:** Routine maintenance and management of designated server operating systems (e.g., Linux, Windows), including:
 - a) Patch management and updates.
 - b) Basic user and access management (creation/deletion of standard user accounts).
 - c) Log management and analysis for OS health.
 - d) Performance monitoring and troubleshooting at the OS level.
 - 2.2.3. **Database Management:** Management of designated database instances (e.g., MySQL, MongoDB, PostgreSQL, SQL Server), including:
 - a) Database patching and version upgrades (as agreed).
 - b) Backup and restore operations.
 - c) Performance monitoring and basic tuning.
 - d) Routine health checks and maintenance.
 - 2.2.4. **Network Services Management:** Management of specific network configurations and services within the CLIENT's virtual cloud network, including:
 - a) Firewall rule configuration and management.
 - b) VPN setup and management.
 - c) Load balancer configuration and monitoring.
 - 2.2.5. **Security Operations (SecOps) Assistance:** Collaboration on security posture management, including:
 - a) Security monitoring and alert triage for designated services.

- b) Vulnerability assessment scanning (as agreed).
 - c) Incident response coordination (assistance with investigation and containment).
 - d) Security policy enforcement on Managed Components.
- 2.2.6. Backup and Disaster Recovery Management: Configuration, monitoring, and management of backup schedules, data retention, and periodic testing of recovery procedures for designated data or systems.

3. SHARED RESPONSIBILITY MODEL FOR MANAGED SERVICES

The Managed Services are provided within the framework of the Shared Responsibility Model (as detailed in Annexure E - AUP). These Managed Services Terms further define how responsibilities are distributed between PICO and the CLIENT for the Managed Components:

3.1. PICO's Responsibilities (as MSP):

- 3.1.1. Perform Managed Services: Execute the specific Managed Services on the designated Managed Components as defined in the applicable Work Order.
- 3.1.2. Monitoring and Alerting: Proactively monitor the health, performance, and security of Managed Components and respond to alerts according to Annexure C (SLA).
- 3.1.3. Reporting: Provide regular reports on the status, performance, and security posture of the Managed Components as defined in the Work Order.
- 3.1.4. Tooling: Provide and manage the tools, platforms, and personnel necessary to deliver the Managed Services.
- 3.1.5. Compliance Assistance: Assist CLIENT in meeting its compliance obligations related to the Managed Components by providing relevant documentation, audit logs, or configuration details, as specifically agreed in a Work Order. PICO does not assume the CLIENT's overall compliance burden.

3.2. CLIENT's Responsibilities (as Managed Service Customer):

- 3.2.1. Overall Accountability: Retain overall accountability for its IT environment, applications, data, and compliance, even for Managed Components.
- 3.2.2. Access and Authorization: Provide PICO with timely, secure, and uninterrupted access to the CLIENT's cloud environment, Managed Components, and necessary credentials (e.g., API keys, administrative access) as required to perform the Managed Services. CLIENT shall promptly revoke access no longer required.
- 3.2.3. Information Provision: Provide all necessary and accurate information, documentation, and technical details about its environment, applications, and specific requirements to enable PICO to deliver the Managed Services effectively.
- 3.2.4. Approvals and Authorizations: Provide timely approvals and authorizations for changes, updates, or actions proposed by PICO regarding Managed Components.
- 3.2.5. Security Best Practices: Adhere to PICO's security recommendations and best practices for both Managed Components and Client Managed Components.
- 3.2.6. Client Managed Components: Remain solely responsible for the management, security, and compliance of all Client Managed Components, including any applications, data, or configurations not explicitly covered by a Managed Services Work Order.
- 3.2.7. Third-Party Licenses: Obtain and manage all necessary third-party software licenses required for its applications running on Managed Components, unless specifically agreed that PICO will procure and manage certain licenses.
- 3.2.8. Communication: Designate a primary point of contact for PICO and ensure effective communication regarding service issues, changes, and operational needs.

4. SERVICE DELIVERY STANDARDS

- 4.1. Service Levels: The service levels, availability targets, response times, and resolution times for the Managed Services are defined in Annexure C (Service Level Agreement - SLA) and/or the specific Work Order for the Managed Services.
- 4.2. Change Management: All changes to Managed Components initiated by PICO will follow the Change Management Process as agreed by the Parties, typically requiring CLIENT approval for significant changes.
- 4.3. Incident and Problem Management: PICO shall follow established incident and problem management procedures to diagnose and resolve issues affecting Managed Components, in accordance with Annexure C (SLA).

5. ACCESS AND AUTHORIZATION

- 5.1. Access Methods: CLIENT shall provide PICO with the necessary access methods (e.g., VPN, SSH, RDP, API keys, console access) to the CLIENT's PICO account and specific Managed Components to perform the Managed Services.
- 5.2. Security of Access: PICO shall use commercially reasonable efforts to ensure the security of all access credentials and methods provided by CLIENT. CLIENT is responsible for regularly reviewing and auditing access granted to PICO.

6. REPORTING

PICO shall provide CLIENT with reports regarding the status and performance of the Managed Components, as specified in the relevant Work Order. These reports may include information on resource utilization, patch status, security alerts, and service availability.

7. EXCLUSIONS FROM MANAGED SERVICES

Unless expressly stated otherwise in a Work Order, the Managed Services do not include:

- 7.1. Management of CLIENT's on-premises infrastructure or services not hosted on PICO's platform.
- 7.2. Custom application development, coding, or deep application-level troubleshooting not related to the underlying Managed Component (e.g., OS, database).
- 7.3. Management of Client Managed Components.
- 7.4. Consulting services, training, or project management beyond the scope of operational management.
- 7.5. Procurement, management, or renewal of third-party software licenses, unless specifically agreed and charged for.
- 7.6. Remediation of issues caused by CLIENT's actions, configurations, or non-compliance with PICO's policies.
- 7.7. Support for highly customized or non-standard configurations not previously agreed upon.

8. GENERAL PROVISIONS

- 8.1. Integration: These Managed Services Terms are an integral part of the Master Services Agreement. In the event of any conflict or inconsistency between these Managed Services Terms and the Master Services Agreement, the Master Services Agreement shall prevail, unless these Managed Services Terms expressly state otherwise.
- 8.2. Term and Termination: The term and termination provisions for Managed Services will be governed by the Master Services Agreement and any specific terms in the applicable Work Order.