

PRODUCT SPECIFIC TERMS – TMC3 MSP – GCP SUPPORT & PLPS

1. INTERPRETATION AND RELATIONSHIP TO CCS GENERAL TERMS

1.1. This Schedule sets out the Product Specific Terms for the provision of TMC3 MSP – GCP Support & PLPS. It is incorporated into the Call-Off Contract formed between the Buyer and the Supplier.

1.2. In this Schedule, the following terms shall be interpreted as follows to align with the **CCS General Terms**:

- **"Buyer"** replaces "Customer".
- **"Order Form"** replaces "Ordering Document".
- **"Start Date"** replaces "Services Start Date".

1.3. Unless defined in this Schedule, capitalised terms have the meaning given in the CCS General Terms or Joint Schedule 1 (Definitions). In the event of a conflict between this Schedule and the CCS General Terms, the CCS General Terms shall prevail unless Special Terms in the Order Form state otherwise.

2. ONBOARDING

2.1. The Onboarding Period begins on the Start Date and lasts for four weeks or until the Onboarding Activities are complete, whichever is later.

2.2. During the Onboarding Period, the Supplier and the Buyer will work together on the following (collectively the "Onboarding Activities"): 2.2.1. Setting up the Zendesk account and creating Buyer users; 2.2.2. Configuring access for both the Supplier's and Buyer's teams; and 2.2.3. Establishing a monthly schedule for Service Reviews.

2.3. Once these Onboarding Activities are complete, the Supplier will begin fulfilling the Supplier Obligations outlined in Paragraph 3. If the Buyer does not participate in completing the Onboarding Activities, it will extend the Onboarding Period and delay the start of the Supplier's obligations.

3. SUPPLIER OBLIGATIONS

3.1. Reactive Support

The Supplier shall: 3.1.1. Respond to Incidents raised by a Buyer Named Contact in accordance with the Service Level Agreement; 3.1.2. Reclassify the priority of an Incident raised by the Buyer when it has been incorrectly prioritised by the Buyer; 3.1.3. Track and report Incidents raised by the Buyer in the Supplier Support Portal; 3.1.4. Diagnose and guide the Buyer through the Incident. The Supplier will not resolve the Incident for the Buyer as part of this service. This service is limited to diagnosis and guidance to enable the Buyer to resolve. If the Buyer purchases additional Managed Services from the Supplier that encompasses resolution, and the issue falls within the scope of that Managed Service, the Supplier may resolve it in accordance with the terms of that specific Managed Service; and 3.1.5. Reserve the right to reject an Incident or levy additional Charges where any of the

following apply: (a) Undue risk would be caused to the Buyer's system; (b) Additional expertise beyond the scope of Google Cloud Support is required; and / or (c) 1 Business Day or more effort or resources from the Supplier is required, in which case the Supplier will initiate the Incident be managed under a separate Professional Services contract.

3.2. Escalation to Google TSS

Where the Supplier is unable to resolve an Incident, as the root cause of the Incident is related to how the underlying Google services have been configured or are being used or the root cause of the Incident is due to the underlying Google service being unreachable or not performing according to Google's documentation and terms and conditions and the Incident relates to an Eligible Project, the Supplier shall:

3.2.1. Raise a request to Google TSS on behalf of the Buyer; 3.2.2. Classify the priority of an Incident based on Google categorisation at the point of escalation to Google TSS; 3.2.3. Google TSS shall provide the Target Initial Response Time for "Premium Support" as set out at <https://cloud.google.com/terms/tssg>; 3.2.4. Work with Google TSS to identify the cause(s) of an Incident and progress the Incident through to incident resolution; 3.2.5. Gather information from the Buyer required by Google TSS and transfer the information back to Google TSS; 3.2.6. Provide Google TSS final outcome to the Buyer; and 3.2.7. Not escalate an Incident to Google TSS if the Incident is relating to a Project which is not an Eligible Project or was not an Eligible Project at the time the Incident occurred.

4. BUYER OBLIGATIONS

The Buyer shall: 4.1. Cooperate with the Supplier as required to complete the Onboarding Activities; 4.2. Report all Incidents via the Available Support Channels set out in the SLA; 4.3. Cooperate with the Supplier as required to enable the Supplier to perform its obligations; 4.4. Determine which Projects shall be eligible for escalation to Google TSS ("Eligible Projects"); and 4.5. Ensure that only the Eligible Projects are linked to the Eligible Subaccount.

5. OUT OF SCOPE

5.1. Anything not expressly stated to be within these Product Specific Terms is agreed to be out of scope. Additionally, the Supplier expressly highlights the following items as out of scope: 5.1.1. Monitoring of Buyer's Google Cloud infrastructure; 5.1.2. Backup and Restore procedures; 5.1.3. Patching and maintenance of Buyer's Google Cloud infrastructure; 5.1.4. Any form of hands-on engineering or development to rectify Incidents; 5.1.5. Resolution of Incidents where these are related to incorrectly or improperly implemented Application or Workload code; and 5.1.6. Resolution of Incidents that arise from integrations with services outside of the Google Cloud.

6. DEFINITIONS

The following definitions apply in these Product Specific Terms:

Buyer Named Contact: means a Buyer appointed individual authorised to raise Incidents in line with the SLA.

Buyer's Cloud Services: means as set out here:

<https://cloud.google.com/terms/services?hl=en> and underpinning the Buyer's Google Cloud Environment. The following Google services are excluded: Looker Original, Looker Studio and Looker Studio Pro, Google Chrome and related addons, Google Workspace, Google Maps, Google Ads, Google Analytics, Google Chronicle Security, Mandiant, Google Voice, Any Google Cloud Marketplace offerings and Pre-General Availability offerings.

Buyer's Google Cloud Environment: means all Google Cloud resources, services, and configurations on Google Cloud Projects linked to the Buyer's Sub Billing Account.

Buyer Sub Billing Account: means as defined in the Order Form.

Eligible Projects: means Projects which the Buyer has determined shall be eligible for escalation to Google TSS.

Eligible Subaccount: means the Buyer's GCP billing account which is linked to the Eligible Projects.

Incident: means an unplanned interruption to or unexpected behaviour of the Buyer's Cloud Services.

Project: means a collection of Google Cloud Platform resources.

TMC3 Support for GCP Fee: means the amount set out in the Order Form which shall be payable annually in advance.

TMC3 GCP Support Variable Fee: means a percentage of the Buyer's Billing of GCP consumption set out in the Order Form for the preceding month consumed on the Eligible Subaccount.

Service Level Agreement (SLA): means as set out in Paragraph 8 below.

8. SERVICE LEVEL AGREEMENT (SLA)

8.1. The Supplier shall provide support in accordance with the table below:

Priority Level	Description	Response Time	Availability	Available Support Channels*
P1	Production Outage	30 minutes	24/7	Phone outside of Business Hours.Support Portal or Email during Business Hours.
P2	Severe Production System Issues	2 Hours	Business Hours	Support Portal, Email or Phone during Business Hours
P3	Minor Issues in production / non-production	1 Business Day	Business Hours	Support Portal, Email or Phone during Business Hours

8.2. Available Support Channels:

Channel	Contact Details
Support Portal	https://msp.qodea.com/
Email	support@qodea.com
Phone	+44 1793 391 445