

PRODUCT SPECIFIC TERMS – TMC3 MSP – MANAGED INFRASTRUCTURE

1. INTERPRETATION AND RELATIONSHIP TO CCS GENERAL TERMS

1.1. This Schedule sets out the Product Specific Terms for the provision of TMC3 MSP – Managed Infrastructure. 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; 2.2.3. Establishing a monthly schedule for Service Reviews; 2.2.4. Review and refinement of monitoring; 2.2.5. Review and refinement of backup & DR strategy and tooling; 2.2.6. Transition of IaC ownership; 2.2.7. Review of technical debt / backlog; 2.2.8. Documentation review and refinement; and 2.2.9. Knowledge handover sessions with Buyer or internal teams.

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 Infrastructure Tickets raised by a Buyer Named Contact in accordance with the Service Level Agreement; 3.1.2. Reclassify the priority of an Infrastructure Ticket where incorrectly prioritised by Buyer; 3.1.3. Track, report, triage, investigate, and perform necessary actions to resolve or provide advice to resolve the Infrastructure Ticket; and 3.1.4. Reserve the right to reject an Infrastructure Ticket 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 Managed Infrastructure 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 Infrastructure Ticket be managed under a separate Professional Services contract.

3.2. Service Delivery

The Supplier shall: 3.2.1. Provide the Buyer with a Customer Success Manager; and 3.2.2. If requested by the Buyer, meet with the Buyer up to once a month, to review the Supplier's delivery of Managed Infrastructure.

3.3. Proactive Services

As applicable based on the Buyer's Managed Infrastructure, and subject to 1 Business Day worth of Supplier resources per task, the Supplier shall proactively:

3.3.1. Alerting and Monitoring (a) Collaborate with the Buyer to set up specific alerts, thereafter maintain the alerts and notify the Buyer when these alerts are activated; and (b) Monitor various components within the Buyer's Managed Infrastructure, including Compute instances, Kubernetes clusters, networking and Google outages ("Supplier Monitoring"). Where the Supplier Monitoring detects an issue or an anomaly, the Supplier shall log an Infrastructure Incident in the Support Portal. For the avoidance of doubt Paragraphs 3.1.4 (a) (b) and (c) shall apply to the Infrastructure Incident.

3.3.2. Patching and Vulnerability Management (a) Proactively manage and apply updates, patches, and security fixes at the operating system level to safeguard against vulnerabilities and maintain the security, stability, and performance of systems within the Buyer's Managed Infrastructure. Applications below the operating system level are excluded; and (b) Patch systems on a quarterly schedule, save for when (i) critical patches requiring immediate application before the next quarterly update, or (ii) when there is a Buyer request for upgrades or patches outside of the quarterly schedule.

3.3.3. Backup & Restore (a) Verify successful execution of backups; (b) Promptly alert the Buyer in case of backup failures; and (c) Restore backups promptly when needed for data integrity and continuity.

3.3.4. Cost Management (a) Resize and redeploy the Buyer's Managed Infrastructure to increase the level of efficiency from a cost perspective.

3.3.5. Tooling Maintenance (a) Maintain off-the-shelf or custom tooling, Terraform modules, Ansible Playbooks and any platform related utilities or miscellaneous scripts required for managed infrastructure deployments.

3.3.6. Package and Configuration Management (a) Manage configuration for GKE based solutions and any Packer/Ansible associated repositories for use in quarterly patching (GoldenImage).

3.3.7. CI/CD Automation (a) Automate deployments and implement on-demand cloud environments within the Buyer's Managed Infrastructure.

3.3.8. Deprecation Management (a) Manage the deprecation of the Buyer's Managed Infrastructure, off-the-shelf or custom platform related utilities to ensure continued operation of the Managed Infrastructure.

3.3.9. Platform Maintenance (a) Resolve Infrastructure Service Requests that may require code/configuration changes, as well as platform maintenance activities; (b) Troubleshoot and investigate GCP related issues related to the Buyer's Managed Infrastructure; (c) Identify, develop, test, and release bug fixes related to the Buyer's Managed Infrastructure; and (d) Use Google defined best practices for redeploying / reconfiguring infrastructure.

4. BUYER OBLIGATIONS

The Buyer shall: 4.1. Cooperate with the Supplier as required to complete the Onboarding Activities; 4.2. Report all Infrastructure Tickets via the Available Support Channels set out in the SLA; and 4.3. Cooperate with the Supplier as required to enable the Supplier to perform its obligations.

5. DEFINITIONS

The following definitions apply in this Schedule:

Buyer's Managed Infrastructure: means the GCP Supported Projects and within the GCP Supported Projects, the Supplier shall only support the GCP Supported Products. For the avoidance of doubt, applications or workloads below the operating system level do not form part of the Buyer's Managed Infrastructure.

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

Customer Success Manager ("CSM"): means subject matter expert assigned to the Buyer, available during Business Hours. The individual assigned to the Buyer may be replaced with an alternative individual of equivalent level and skill at any time and at the Supplier's sole discretion.

GCP Supported Products: means as defined in the Order Form.

GCP Supported Projects: means as defined in the Order Form.

Infrastructure Change Request: means a request to make an impactful change to the Buyer's Managed Infrastructure that requires risk analysis, planned outage, further approval and or planning/coordination between the Buyer and the Supplier.

Infrastructure Incident: means an unplanned interruption to the Buyer's Managed Infrastructure, either raised by a Buyer Named Contact pursuant to Paragraph 3.1 or detected by the Supplier pursuant to Paragraph 3.3.1(b).

Infrastructure Service Request: means a service request regarding the Buyer's Managed Infrastructure that fits into one of the following categories:

- Service account management service requests;

- Identity access management service requests;
- Networking service requests;
- Software updates, troubleshooting and license requests; and
- Cloud infrastructure resource provisioning and configuration.

Infrastructure Ticket: means an Infrastructure Incident and / or Infrastructure Service Request and / or Infrastructure Change Request.

Response Time: means the time between the Buyer Named Contact submitting the Infrastructure Ticket via the Available Support Channel to when the first response is sent by the relevant TMC3 personnel that has been assigned to the Infrastructure Ticket.

Service Level Agreement or SLA: means as set out in Paragraph 7 below.

7. SERVICE LEVEL AGREEMENT (SLA)

7.1. 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
P4	Change Requests and Service Requests	2 Business Days	Business Hours	Support Portal, Email or Phone during Business Hours

7.2. **Available Support Channels:**

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