

PRODUCT SPECIFIC TERMS – WORKSPACE MANAGED SERVICE

1. INTERPRETATION AND RELATIONSHIP TO CCS GENERAL TERMS

1.1. This Schedule sets out the Product Specific Terms for the provision of TMC3 MSP – Workspace Managed Service. 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".
- **"Contract Period"** replaces "Term".

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. SUPPLIER OBLIGATIONS

2.1. Reactive Support

The Supplier shall: 2.1.1. Respond to Workspace Incidents and / or Workspace Service Requests raised by a Buyer Named Contact in accordance with the Service Level Agreement; 2.1.2. Reclassify the priority of a Workspace Incident and / or Workspace Service Request raised by the Buyer where incorrectly prioritised by the Buyer; 2.1.3. Track and report Workspace Incidents and / or Workspace Service Requests raised by the Buyer in the Supplier Support Portal; 2.1.4. Diagnose and guide the Buyer through the Workspace Incidents and / or Workspace Service Requests. The Supplier will not resolve the Workspace Incidents and / or Workspace Service Requests for the Buyer as part of this service. This service is limited to diagnosis and guidance to enable the Buyer to resolve; and 2.1.5. Reserve the right to reject a Workspace Incident and / or Workspace Service Request or levy additional Charges where any of the following apply: (a) Undue risk would be caused to the Buyer's Workspace Environment; (b) Additional expertise beyond the scope of Workspace Managed 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 Workspace Incident and / or Workspace Service Request be managed under a separate Professional Services contract.

2.2. Success Plan

The Supplier shall collaborate with the Buyer to create a success plan that sets out how the Supplier and the Buyer will work together during the Contract Period.

2.3. Monthly Operational Reviews

The Supplier shall meet with the Buyer, if requested, once a month for the Contract Period to review the delivery of Workspace Managed Support in order to improve service quality and identify more efficient ways of utilising Workspace ("Operational Review").

2.4. Support Specialist

The Supplier shall provide the Buyer with access to a Support Specialist, as required.

2.5. Customer Success Manager

The Supplier shall provide the Buyer with a Customer Success Manager.

2.6. Quarterly Business Reviews

The Supplier shall arrange Quarterly Business Reviews with the Buyer.

2.7. Roadmap Calls

The Supplier shall arrange Bespoke Workspace Roadmap Calls with the Buyer.

2.8. Google Escalation

When the Supplier escalates an Incident to Google TSS on behalf of the Buyer, the Google TSS Guidelines and the Google SLA shall apply. The Supplier shall: 2.8.1. Classify the priority of an Incident based on Google categorisation at the point of escalation to Google TSS; 2.8.2. Work with Google TSS to identify the cause(s) of an Incident and progress Incident through to Incident resolution; 2.8.3. Gather information from the Buyer required by Google TSS and transfer the information back to Google TSS; and 2.8.4. Provide Google TSS final outcome to the Buyer.

3. BUYER OBLIGATIONS

The Buyer shall: 3.1. Register Buyer Named Contacts in the Supplier Support Portal; 3.2. Report all Workspace Incidents and / or Workspace Service Requests via the Available Support Channels set out in the SLA; 3.3. Cooperate with the Supplier as required to enable the Supplier to perform its obligations; 3.4. Remedy issues in services delivered by the Buyer's third-party suppliers that affects Workspace covered by this Workspace Managed Support; 3.5. Be solely liable for implementation decisions and system changes made by the Buyer; and 3.6. Provide the Supplier with all information and evidence required by Google TSS where there is a claim for Google service credit (in accordance with the Google SLA), in order for the Supplier to make a claim for service credit to Google for and on behalf of the Buyer.

4. DEFINITIONS

The following definitions apply in these Product Specific Terms:

Bespoke Workspace Roadmap Calls: means a session to review the latest Google product updates and roadmap reviews including impact analysis and change management actions which have been tailored to the Buyer's needs and licence SKUS.

Buyer's Domain: means as defined in the relevant Order Form.

Buyer Named Contact: means a Buyer appointed individual authorised to raise Incidents and / or Service Requests with Supplier Support.

Buyer's Workspace Environment: means the Buyer's Domain which utilises Google Workspace.

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

Google Technical Support Service ("Google TSS"): means the then-current Google technical support service for Buyers use of Workspace provided by Google to Buyer via communications through the Supplier.

Google TSS Guidelines: means Google's technical support services guidelines then in effect. TSS Guidelines are available at: <https://workspace.google.com/terms/tssg.html>

Google SLA: means the Google service level agreement then in effect for Google TSS and available at: <https://workspace.google.com/terms/sla.html>

Google Workspace: means a software as a service product owned by Google that groups all the cloud-based productivity and collaboration tools developed by Google for businesses and more particularly described at https://workspace.google.com/terms/user_features.html, as amended from time to time.

Incident: means an unplanned interruption or reduction in the Buyer's Workspace Environment.

Quarterly Business Reviews: means strategic reviews of the Buyer's usage of the Buyer's Workspace Environment in order to improve service quality and assist the Buyer to utilise Google Cloud.

Service Level Agreement or SLA: means as set out in Paragraph 6 below.

Service Request: means a request for information, advice, reporting or for a pre-approved Buyer change or access to the Buyer's Workspace Environment.

Supplier Support: means the service desk that acts as a single point of contact for all Buyer Service Requests and / or Incidents.

Support Specialist: means an individual to deal with service requests that require escalation from the service desk.

6. SERVICE LEVEL AGREEMENT (SLA)

6.1. 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 Request, Service Requests and questions	2 Business Days	Business Hours	Support Portal or Email

6.2. Available Support Channels:

Channel	Contact Details
Support Portal	https://support.qodea.com
Email	help@support.qodea.com
Phone	+44 161 302 5125