CALL-OFF SCHEDULE: PRODUCT SPECIFIC TERMS – MANAGED BILLING

1. INTERPRETATION AND RELATIONSHIP TO CCS GENERAL TERMS

1.1. This Schedule sets out the Product Specific Terms for the provision of Managed Billing. 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 Billing Support

The Supplier shall: 3.1.1. Respond to Billing Tickets raised by a Buyer Named Contact in accordance with the Service Level Agreement; 3.1.2. Reclassify the priority of a Billing Ticket where incorrectly prioritised by the Buyer; 3.1.3. Track and report Billing Tickets raised by the Buyer in the Support Portal; 3.1.4. Support the Buyer to resolve billing related issues in the Buyer’s Google Cloud Environment (if the Buyer has a direct billing agreement with Google, this will be limited to providing supporting information when required); and 3.1.5. Reserve the right to reject a Billing Ticket or levy additional Charges where any of the following apply: (a) Undue risk would be caused to the Buyer’s Google Cloud environment; (b) Additional expertise beyond the scope of Managed Billing 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 Billing Ticket be managed under a separate Professional Services contract.

3.2. Proactive Services

As applicable based on the Buyer's Google Cloud Environment and subject to 1 Business Day of Supplier resources, the Supplier shall:

3.2.1. **Spike Monitoring** (a) Monitor the Buyer's Google Cloud Environment to detect increases in spend and the project or service level; (b) Notify the Buyer of consumption spikes in the Buyer's Google Cloud Environment; and (c) Where the source of the consumption spike in the Buyer's Google Cloud Environment resides in the components managed by the Supplier, the Supplier will investigate and perform the required corrective action.

3.2.2. **Consumption Tracking** (a) Report on the Buyer's Google Cloud spending trends on a regular basis; and (b) Where applicable, track the Buyer's Google Cloud committed spend and report progress against the committed spend amount.

3.2.3. **Rate Optimisation** (a) Provide the Buyer with a quarterly analysis of rate optimisation opportunities in the Buyer's Google Cloud Environment.

4. BUYER OBLIGATIONS

The Buyer shall: 4.1. Register Buyer Named Contacts in the Supplier Support Portal; 4.2. Report all Billing Incidents 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:

Billing Incidents: means an unplanned interruption regarding the billing of the Buyer's Google Cloud Environment or suspected billing discrepancies (e.g. where the Buyer has been overcharged or undercharged).

Billing Service Requests: means requests for billing identity and access management ("IAM"), creation / suspension of billing sub-accounts and processing Google Cloud product orders and uplifts.

Billing Ticket: means a Billing Incident and / or Billing Service Request.

Buyer's GCP Commit: means an agreement between the parties for the Buyer to incur a minimum level of GCP Charges.

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

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

Google Cloud: means the complete of services listed here: https://cloud.google.com/terms/services?hl=en

Google Cloud Projects: means a collection of Google Cloud resources.

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

Service Level Agreement (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	Priority Definition	Target Response Time	Availability	Available Support Channels*
P1	Billing unintentionally suspended for Google Cloud Projects	30 minutes	24/7	Phone outside of Business Hours.Support Portal or Email during Business Hours.
P2	Major Billing Spikes	2 Hours	Business Hours	Support Portal, Email or Phone during Business Hours
P3	Minor Billing SpikesIncorrect ChargesProjected Commit ShortfallBilling Platform Issues	1 Business Day	Business Hours	Support Portal, Email or Phone during Business Hours
P4	Billing 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