

PRODUCT SPECIFIC TERMS – MANAGED APPLICATION (VERTEX AI SEARCH)

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 Application (Vertex AI Search). 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 Application Tickets raised by a Buyer Named Contact in accordance with the Service Level Agreement; 3.1.2. Reclassify the priority of an Application Ticket where incorrectly prioritised by Buyer; 3.1.3. Track, report, triage, investigate, and perform necessary actions to resolve or provide advice to resolve Application Tickets; and 3.1.4. Reserve the right to reject an Application 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 Application is required; and / or (c) 0.5 Business Days or more effort or resources from the Supplier is required, in which case the Supplier will initiate the Application 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 Application.

3.3. Alerting and Monitoring

The Supplier shall: 3.3.1. Collaborate with the Buyer to set up specific alerts, thereafter maintain the alerts and notify the Buyer when these alerts are activated; and 3.3.2. Monitor various components within the Buyer's Managed Application, including VertexAI services and Google outages.

3.4. Tooling Maintenance

The Supplier shall maintain off-the-shelf or custom tooling, Terraform modules and any platform related utilities or miscellaneous scripts required for the Buyer's Managed Application deployments.

3.5. Application Maintenance

The Supplier shall: 3.5.1. Troubleshoot and investigate GCP related issues related to the Buyer's Managed Application code and infrastructure configuration; and 3.5.2. Use Google defined best practices for redeploying / reconfiguring the Buyer's Managed Application and Google Cloud services that underpin it.

3.6. Deprecation Management

The Supplier shall assess the impact of Google service or library deprecations and raise Application Change Requests where work needs to be undertaken to ensure that the Buyer's Managed Application continues operating.

4. BUYER OBLIGATIONS

The Buyer shall: 4.1. Cooperate with the Supplier as required to enable the Supplier to perform its obligations; 4.2. Register Buyer Named Contacts in the Supplier Support Portal; and 4.3. Report all Application Tickets via the Available Support Channels set out in the SLA.

5. DEFINITIONS

The following definitions apply in this Schedule:

Application: means as defined in the Order Form.

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

Application Incident: means an unplanned interruption to the Buyer's Managed Application.

Application Service Request: means a service request regarding the Buyer's Managed Application.

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

Buyer's Managed Application: means the Application code, configuration and infrastructure running on the GCP Supported Projects.

Buyer Named Contact: means a Buyer appointed individual authorised to raise Application Incidents and / or Application Service Requests 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 Projects: means as defined in the Order Form.

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	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