

Unless otherwise defined in this Schedule, capitalised terms used in this Schedule shall have the meanings ascribed to them in either the Calligo Master Services Agreement (MSA) or the Calligo Terms and Conditions for the Supply of Cloud Services (available at <https://calligo.cloud/licences>), whichever applies to you.

1 Introduction

This Policy describes the assistance that Calligo offers to support a Client that wishes to exit the Services.

2 Client Exit Assistance Services

- 2.1 Upon expiration or termination of their Agreement Calligo shall offer the following services to the Client provided that the Client has, at that time, complied with all terms of the Agreement, including, but not limited to, payment of all fees and charges outstanding and all fees and charges resulting from the termination of their Agreement (whether or not due at the date of termination).
- 2.2 Calligo shall reasonably assist the Client with the transfer of the Services provided by Calligo to another services provider or to the Client itself. This transfer will be provided under an exit plan to be drawn up and agreed between the parties ("**Client Exit Assistance Services**"). If a formal exit plan is not agreed between the parties for any reason then the following provisions shall apply and shall form part of the Client Exit Assistance Services in any event:
 - 2.2.1 Calligo will assist in the migration of the Client data to either the Client's own premises or to a third party nominated by the Client and give the Client and/or a third party nominated by the Client such help as is set forth below to enable such migration to take place;
 - 2.2.2 providing information to the Client detailing the Client's current usage and storage allocation to enable discussions with potential alternative service suppliers;
 - 2.2.3 discuss with the Client the information required by the Client's potential alternative service suppliers required to perform a technical verification and other due diligence exercise in relation to the provision of the Services;
 - 2.2.4 assistance from Calligo's technical support personnel as may be reasonably necessary to resolve any technical problems during the migration of the Services;
 - 2.2.5 ensuring the attendance of relevant personnel at meetings as may reasonably be required; and
 - 2.2.6 providing escorted access to the Calligo data centres as may be reasonably required.

3 Charges

- 3.1 The Client shall pay Calligo at its then current time and materials rates for any such Client Exit Assistance Services including the definition of the exit plan in addition to any other fees payable under this Agreement.

- 3.2 Provided that Calligo is not obliged to provide any of the Client Exit Assistance Services if the Agreement has been terminated by Calligo for non-payment of fees or other breach of contract by the Client.
- 3.3 The Client shall be responsible for any costs related to the transfer of any items from Calligo to the Client, including but not limited to, any professional Services, data centre access fees, packaging, shipping, insurances, media or network services.
- 3.4 The Client shall continue to pay Calligo for all fees incurred in relation to the on-going provision of the Services through the effective date of expiration or termination; provided, however, that such payment shall not affect any other rights and remedies Calligo may have under this Agreement.

Although Calligo may (but is not obliged to) notify a Primary Contact by email of any changes to this Policy, it is the Client's responsibility to check the Calligo website at <http://www.calligo.cloud/licences> for updates and modifications to this Policy. Those updates and modifications will be binding on the Client (irrespective as to whether or not the Client has checked for changes and/or whether or not Calligo has given notice of any such changes).