



Client Exit Assistance Policy

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DOCUMENT OWNER & APPROVAL

The COO and General Counsel are the owners of this document and are responsible for ensuring that this policy is reviewed in line with the review requirements of Calligo's Information Security Management System and Project Management Frameworks.

Approved by the Chief Operating Officer, Calligo on 31st August 2023

CHANGE HISTORY RECORD

VERSION	DESCRIPTION OF CHANGE	AUTHOR	APPROVAL	DATE OF ISSUE
1.0	Original version	General Counsel	CEO	March 2018
1.1	General review and update	General Counsel	COO	26th Jan 2023
1.2	Document number update due to duplication	Director of Compliance	VP of Cloud Operations	31 st Aug 2023

Calligo Client Exit Assistance Policy

Unless otherwise defined in this Schedule, capitalised terms used in this Policy shall have the meanings ascribed to them in either the Calligo Master Services Agreement (**MSA**) or the Calligo Terms (available at [Services and policies - Calligo](#)), whichever applies to you (for the purposes of this Policy, the "**Agreement**").

1. Introduction

This Policy describes the assistance that Calligo offers to support a Client that wishes to exit the Services, whether through termination or expiry.

2. Client Exit Assistance Services

- 2.1. Calligo offers reasonable assistance to the Client in the transfer of the Services and/or the Client Data to another services provider, or to the Client itself, ("**Transfer**") on the expiration or termination of the Agreement (such assistance "**Client Exit Assistance Services**").
- 2.2. Provision of the Client Exit Assistance Services is strictly dependent on the Client having, at that time, complied with all material 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 the Agreement (whether or not due at the date of termination).
- 2.3. The scope of the Client Exit Assistance Services shall be defined under an exit plan ("**Exit Plan**") to be drawn up and agreed between Calligo and the Client, each acting reasonably and in good faith, no sooner than seven days from receipt by Calligo of a valid termination or non-renewal notice.
- 2.4. If an Exit Plan is not, or cannot be agreed, by the date of expiration or termination of the Agreement then the following provisions shall be deemed to comprise the Client Exit Assistance Services:
 - 2.4.1. Calligo will, for a period of 30 days from the date of expiration or termination of the Agreement, and to the extent reasonably necessary to facilitate a Transfer, and subject to the provisions of clause 3 below (*Charges*) provide; -
 - 2.4.1.1. assistance in the migration of the Services and/or Client Data to either the Client or to a third party nominated by the Client;
 - 2.4.1.2. information to the Client detailing the Client's then current usage and storage allocation;
 - 2.4.1.3. information required by the Client's alternative service provider to perform a technical verification and other due diligence exercises on the Services and/or Client Data;
 - 2.4.1.4. assistance from Calligo's technical support personnel to resolve any technical problems attributable to Calligo during the Transfer;
 - 2.4.1.5. the attendance of relevant Calligo personnel at necessary meetings relating to the Transfer; and
 - 2.4.1.6. escorted access to the Calligo data centres.

- 2.5. Unless otherwise agreed in the Exit Plan, Calligo shall be under no obligation to retain Client Data for more than 30 days after the termination or expiry of the Agreement (or the termination of individual Service Schedules, or Statements of Work, as the case may be).

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. Calligo is not obliged to provide any of the Client Exit Assistance Services if the Agreement has been terminated by Calligo for a breach of contract by the Client, and may require the Client to pay for the estimated Client Exit Assistance Services in advance.
- 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 to the effective date of expiration or termination; provided, however, that such payment shall not affect any other rights and remedies Calligo may have under the Agreement.

4. Changes to this Policy

Calligo reserves the right to update or modify this Policy from time to time in accordance with the 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 [Services and policies - Calligo](#) 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).