



# Service Document for Professional Services (Direct)

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## Document Control Information

Version History		
Version Number	Date Approved	Change/Reason for Change/Comments
0.01 – 0.04	24/03/2013	Initial document creation and working drafts
1.0	08/04/2013	Draft document made Live
1.1	11/06/2013	Minor amendments to the Additional Terms
1.2	13/09/2013	Minor reformatting
1.3	18/05/2018	Data Processing Provisions added, Complaints Policy provision added
2.0	24/07/2020	Redefinition of Professional Services portfolio: PMO, Solution Consultant / Architect, Engineering Time, Service Management, TDA and Bespoke Professional Services.
2.1	12/11/2020	Addition of DevOps Consultant resource
2.2	16/03/2022	Addition to address inflationary or 3 <sup>rd</sup> party price increases.

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**1. Document Purpose**

This document describes Exponential-e's Professional Services and the service-specific terms and conditions that are applicable, in addition to Exponential-e's General Terms. Capitalised terms used in this Service Document which are defined in the General Terms or the Additional Terms set out in each Service Definition attached to this Service Document as a schedule shall be afforded their defined meanings throughout this Service Document. Each Professional Service provided by Exponential-e is set out in a separate Service Definition attached as a Schedule to this Service Document.

**2. Service Delivery**

All Professional Services activities are scheduled within Normal Business Hours by default. If the Customer requests to re-schedule the activities outside of Normal Business Hours and Exponential-e is able to accommodate this, additional charges shall be applicable.

**3. Service Support****3.1 Complaints Procedure**

Details of Exponential-e's complaints process and policy are available at <http://www.exponential-e.com/contact-us> and upon request from [legal@exponential-e.com](mailto:legal@exponential-e.com).

**4. Charges**

Exponential-e shall be entitled to increase the Annual Charges (following thirty (30) days written notice:

- (i) where Exponential-e can reasonably demonstrate that such an increase is due to an increased cost of providing the Services due to increases imposed on Exponential-e by its suppliers. Any such increase will not exceed the increased cost incurred by Exponential-e in providing the Service(s). Exponential-e will provide reasonable documentary evidence to support such price increase to the Customer, upon request; and/or
- (ii) in line with inflation (where any such increase shall be limited to the change in the UK Retail Price Index (or any materially-equivalent replacement index) since signature of the Contract (in the case of the first such inflationary increase) or since any previous inflationary increase (in the case of any subsequent inflationary increases).

**SCHEDULE A: PROJECT MANAGEMENT OFFICE RESOURCE****1. Project Management Office Resource Service Description**

Exponential-e's Project Management Office (PMO) provides the following type of resource to the Customer:

- Project Manager (PM) resources
- Project Co-ordinator (PC) resource
- Programme Manager (PGM) resource.

When Project Manager resource is contracted to be provided, a PM will be assigned to the solution and given responsibility for the successful completion of the Project. The PM will manage the Project in accordance with PRINCE2 principles.

When Project Co-ordinator resource is contracted to be provided, a PC will be assigned to the solution in addition and they will provide support to the PM.

When Programme Manager resource is contracted to be provided, a PGM will be assigned to provide overarching governance and reporting on a series of projects and is therefore only available in addition to contracted PM resource.

Where a Statement of Work (SOW) has been signed by the Customer and Exponential-e in conjunction with an Order Form, the PM/PC/PGM contracted resource shall manage the project in accordance with the SOW and provide deliverables in accordance with the SOW. The definition of Contract in the General Terms shall be considered amended accordingly to include the SOW.

Where a SOW has not been signed by the Customer and Exponential-e, the PM/PC/PGM shall undertake the following (as applicable):

- Arrange and attend an internal Exponential-e project kick-off meeting
- Arrange and attend a project/programme kick-off meeting with the Customer
- Arrange and attend a technical solution meeting with the Customer
- Arrange and attend regular project / programme review meetings with the Customer
- Provide a weekly project/programme report over the telephone
- Create, update and provide to the Customer on a weekly basis a Project Plan and RAID report.

The number of Man Days to be provided by the contracted type of resource will be set out on the Order Form (the "Contracted PMO Time"). The Contracted PMO Time is a cumulative amount of time allocated to the Project. Utilisation of the Contracted PMO Time over the course of the project will be recorded and regularly reported on. In the event that additional Man Days are required in order to complete the project in accordance with the above, the Customer shall be required to contract for additional Man Days. For the avoidance of doubt, Exponential-e PMO resources are sold on an allocated time basis; not on a fixed scope of work basis.

**2. Additional Terms**

The following terms and conditions apply to the provision of PMO resources by Exponential-e in addition to Exponential-e's General Terms.

**2.1 DEFINITIONS**

2.1.1 In the Contract, the following terms shall have the meanings assigned to them below:

<b>"Customer Project Manager"</b>	the Customer's manager for the project appointed in accordance with Clause 2.4.1.3;
<b>"Deliverables"</b>	all materials to be produced and delivered by Exponential-e to the Customer pursuant to the provision of the PMO resources, as specifically referred to in this Service Definition and/or a Statement of Work;
<b>"Man Day"</b>	a cumulative amount of time of not less than seven and a half hours spent working on the project during Normal Business Hours;
<b>"Prior Technology"</b>	means any and all Technology incorporated into the Deliverables that is developed or otherwise created by or on behalf of Exponential-e or licensed

by Exponential-e, and which may be improved or modified in the course of developing the Deliverables;

**“Technology”**

means algorithms, approaches, code, concepts, data, designs, developments, documentation, discoveries, expressions, inventions, know how, methodologies, multi-media files, object codes, processes, programs, skills, software, techniques, technology, text, tools, and web pages.

## 2.2 FEES AND PAYMENT

- 2.2.1 Exponential-e's charges exclude the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably and properly incurred by members of Exponential-e's Project Team in connection with the project. Such costs and expenses shall be invoiced by Exponential-e at cost price and in accordance with the expenses limits (if any) as set out in any applicable Statement of Work. Exponential-e shall obtain the Customer's approval before incurring any such expense, material or service exceeding a fixed amount agreed with the Customer in any applicable Statement of Work or if no amount is so specified then £500 per item;
- 2.2.2 The Customer shall provide the Exponential-e Project Management Office with prior notice of postponements or delays at least ten (10) Working Days in advance of the scheduled event. If Exponential-e is not reasonably able to 'work-around' the postponement or delay, especially in instances where the Service(s) require participation by Customer personnel that become unavailable, Exponential-e shall be entitled to charge the Customer for the time lost and the reasonable additional expenses incurred due to such delays or postponements at Exponential-e standard hourly rates.

## 2.3 ADDITIONAL EXPONENTIAL-E OBLIGATIONS

- 2.3.1 Exponential-e shall use reasonable endeavours to manage and complete the project, and to deliver the Deliverables to the Customer, in accordance in all material respects with the Statement of Work (where applicable) and this Service Definition.
- 2.3.2 The Customer must notify Exponential-e of any failure perform the Services in accordance with the Contract within five (5) days after the relevant performance. Exponential-e's entire liability and Customer's sole remedy for Exponential-e's failure to so perform shall be for Exponential-e to, at its option (acting reasonably), (i) use reasonable efforts to correct such failure, and/or (ii) refund that portion of any fees received that reasonably correspond to such failure to perform.

## 2.4 CUSTOMER OBLIGATIONS

- 2.4.1 The Customer shall:
- 2.4.1.1 provide, in sufficient time to enable Exponential-e to perform and/or provision the Service(s), such information, co-operation and support as Exponential-e may reasonably require pursuant to the Contract and in order to carry out the project and the Service(s) and the Customer shall ensure that all information the Customer provides is accurate in all material respects; and
- 2.4.1.2 provide Exponential-e with reasonable office and information technology facilities as are reasonably required by Exponential-e to perform its obligations under the Contract; and
- 2.4.1.3 appoint a Project Manager, who shall have the authority to commit the Customer on all matters relating to the project; and
- 2.4.1.4 within five (5) Working Days of termination of the Contract, return to Exponential-e by same day courier any Prior Technology in the Customer's possession.
- 2.4.2 The Customer shall not (and shall procure that all users of the Service(s) shall not):
- 2.4.2.1 allow any unauthorised user or third party access to, or use of, the Prior Technology and shall take all reasonable security measures to prevent the same; and/or
- 2.4.2.2 add to, modify or interfere in any way with the Prior Technology.
- 2.4.3 The Customer's compliance with this Clause 2.4 shall be entirely at the Customer's cost.

## 2.5 INTELLECTUAL PROPERTY

- 2.5.1 All Intellectual Property Rights in the Contract (including this Service Document, the Statement of Work and the Deliverables) and any Prior Technology (the “Exponential-e Materials”) issued or created by Exponential-e pursuant to it, shall at all times remain the property of Exponential-e.
- 2.5.2 Nothing in the Contract shall act to transfer any Intellectual Property Rights in respect of the Service(s) or the

Exponential-e Materials to the Customer but Exponential-e shall, upon payment in full by the Customer and to the extent that the Exponential-e Materials are contained in the Deliverables, licence the right for the Customer to use the Exponential-e Materials on a non-exclusive, non-transferable without rights to sub-licence, royalty-free, worldwide basis for the term of the Contract to such an extent it is necessary to do so to enable the Customer to make reasonable use of the Deliverables. The Customer may also make, for internal use only, a reasonable number of copies of the original Deliverables and Exponential-e Materials in amounts reasonably necessary for Customer's internal use. The Customer shall not sublicense or otherwise transfer to any third party Exponential-e's Materials or the Deliverables and must not modify, alter, decompile, dis-assemble, reverse-engineer, or create derivative works from the Deliverables.

2.5.3 The licences granted under this Clause 2.5 shall terminate automatically upon termination of the Contract for any reason.

## **2.6 TERM AND TERMINATION**

2.6.1 No Initial Term applies to PMO resources. Once the Contracted PMO Time has been utilised, Exponential-e shall be under no further obligation to continue to provide the relevant resource unless additional Man Days are contracted by the Customer.

2.6.2 In the event of termination of an individual Service by the Customer and/or the termination of the Contract by the Customer without cause, the Customer shall be liable to pay the following charges for such early termination:

- a. where cancelled less than 4 days prior to the scheduled commencement of the Service(s)  
100% of the Charges due to be paid for the Service(s)
- b. where cancelled between 4 and 7 days (inclusive) prior to the scheduled commencement date of the Service(s)  
75% of the Charges due to be paid for the Service(s)
- c. where cancelled between 8 and 15 days (inclusive) prior to the scheduled commencement date of the Service(s)  
50% of the Charges due to be paid for the Service(s)
- d. where cancelled after 16 days prior to the scheduled commencement date of the Service(s)  
20% of the Charges due to be paid for the Service(s)

2.6.3 Clause 2.2 (Fees and Payment), Clause 2.4 (Customer Obligations), Clause 2.5 (Intellectual Property) and Clause 2.6 (Term and Termination) shall survive termination and continue in full force and effect.

## **2.7 DATA PROCESSING**

2.7.1 Where the provision of the Professional Services will result in Exponential-e Processing Customer Personal Data, Exponential-e will at the Customer's request agree to include a data processing addendum within the Contract setting out such details as the subject-matter of the Processing and the nature of the Processing to be undertaken.

**SCHEDULE B: ENGINEERING TIME****1. Engineering Time Service Description**

Exponential-e's Engineering Time service provides the Customer with engineering resource for the number of hours / Man Days specified on the Order Form (the "Contracted Engineering Time") to carry out agreed engineering tasks. The Contracted Engineering Time is a cumulative amount of time allocated to the Customer. In the event that additional engineering time is required in order to complete required tasks, the Customer shall be required to contract for additional engineering time. For the avoidance of doubt, Exponential-e engineering resources are sold on an allocated time basis; not on a fixed scope of work basis.

**2. Additional Terms**

The following terms and conditions apply to the provision of engineering time by Exponential-e in addition to Exponential-e's General Terms.

**2.1 DEFINITIONS**

2.1.1 In the Contract, the following terms shall have the meanings assigned to them below:

**"Man Day"** a cumulative amount of time of not less than seven and a half hours spent working during Normal Business Hours;

**2.2 FEES AND PAYMENT**

2.2.1 Exponential-e's charges exclude the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably and properly incurred by members of Exponential-e's Engineering Team in connection with the Order. Such costs and expenses shall be invoiced by Exponential-e at cost price. Exponential-e shall obtain the Customer's approval before incurring any such expense, material or service exceeding £500 per item;

2.2.2 The Customer shall provide Exponential-e with as much prior notice of postponements or delays as is reasonably possible. If Exponential-e is not reasonably able to 'work-around' the postponement or delay, especially in instances where the Service(s) require participation by Customer personnel that become unavailable, Exponential-e shall be entitled to charge the Customer for the time lost and the reasonable additional expenses incurred due to such delays or postponements at Exponential-e's standard hourly rates.

**2.3 ADDITIONAL EXPONENTIAL-E OBLIGATIONS**

2.3.1 The Customer must notify Exponential-e of any failure perform the Services in accordance with the Contract within five (5) days after the relevant performance. Exponential-e's entire liability and Customer's sole remedy for Exponential-e's failure to so perform shall be for Exponential-e to, at its option (acting reasonably), (i) use reasonable efforts to correct such failure, and/or (ii) refund that portion of any fees received that reasonably correspond to such failure to perform.

**2.4 CUSTOMER OBLIGATIONS**

2.4.1 The Customer shall:

2.4.1.1 provide, in sufficient time to enable Exponential-e to perform and/or provision the Service(s), such information, co-operation and support as Exponential-e may reasonably require pursuant to the Contract and in order to carry out the Service(s) and the Customer shall ensure that all information the Customer provides is accurate in all material respects; and

2.4.1.2 provide Exponential-e with reasonable office and information technology facilities as are reasonably required by Exponential-e to perform its obligations under the Contract; and

2.4.3 The Customer's compliance with this Clause 2.4 shall be entirely at the Customer's cost.

**2.5 TERM AND TERMINATION**

2.5.1 No Initial Term applies to engineering time services.

2.5.2 In the event of termination of an individual Service by the Customer and/or the termination of the Contract by the Customer without cause, the Customer shall be liable to pay the following charges for such early termination:

- a. where cancelled less than 4 days prior to the scheduled commencement of the Service(s)  
100% of the Charges due to be paid for the Service(s)
- b. where cancelled between 4 and 7 days (inclusive) prior to the scheduled commencement date of the

Service(s)

75% of the Charges due to be paid for the Service(s)

c. where cancelled between 8 and 15 days (inclusive) prior to the scheduled commencement date of the Service(s)

50% of the Charges due to be paid for the Service(s)

d. where cancelled after 16 days prior to the scheduled commencement date of the Service(s)

20% of the Charges due to be paid for the Service(s)

2.5.3 Clause 2.2 (Fees and Payment), Clause 2.4 (Customer Obligations) and Clause 2.5 (Term and Termination) shall survive termination and continue in full force and effect.



**SCHEDULE C: SOLUTIONS CONSULTANT, SOLUTIONS ARCHITECT AND DEVOPS CONSULTANT RESOURCE****1. Solutions Consultant and Solutions Architect Service Description**

Exponential-e's Solutions Consultant, Solutions Architect and DevOps Consultant resource will provide the Customer with the relevant professional resource for the number of Man Days as set out on the Order Form. The work to be carried out by the resource will be agreed within a Statement of Work (SOW) document signed by the Parties however these resources are provided on a fixed Man Day basis and if additional Man Days are needed to complete all the agreed tasks in the Statement of Work, additional resource will need to be purchased. The definition of Contract in the General Terms shall be considered amended accordingly to include the SOW.

**2. Additional Terms**

The following terms and conditions apply to the provision of Solutions Consultant, Solutions Architect and DevOps Consultant resource by Exponential-e in addition to Exponential-e's General Terms.

**2.1 DEFINITIONS**

2.1.1 In the Contract, the following terms shall have the meanings assigned to them below:

**"Man Day"** a cumulative amount of time of not less than seven and a half hours spent working during Normal Business Hours;

**2.2 FEES AND PAYMENT**

2.2.1 Exponential-e's charges exclude the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably and properly incurred by Exponential-e's professional services resources in connection with the Order. Such costs and expenses shall be invoiced by Exponential-e at cost price. Exponential-e shall obtain the Customer's approval before incurring any such expense, material or service exceeding £500 per item;

2.2.2 The Customer shall provide Exponential-e with as much prior notice of postponements or delays as is reasonably possible. If Exponential-e is not reasonably able to 'work-around' the postponement or delay, especially in instances where the Service(s) require participation by Customer personnel that become unavailable, Exponential-e shall be entitled to charge the Customer for the time lost and the reasonable additional expenses incurred due to such delays or postponements at Exponential-e's standard hourly rates.

**2.3 ADDITIONAL EXPONENTIAL-E OBLIGATIONS**

2.3.1 The Customer must notify Exponential-e of any failure perform the Services in accordance with the Contract within five (5) days after the relevant performance. Exponential-e's entire liability and Customer's sole remedy for Exponential-e's failure to so perform shall be for Exponential-e to, at its option (acting reasonably), (i) use reasonable efforts to correct such failure, and/or (ii) refund that portion of any fees received that reasonably correspond to such failure to perform.

**2.4 CUSTOMER OBLIGATIONS**

2.4.1 The Customer shall:

2.4.1.1 provide, in sufficient time to enable Exponential-e to perform and/or provision the Service(s), such information, co-operation and support as Exponential-e may reasonably require pursuant to the Contract and in order to carry out the Service(s) and the Customer shall ensure that all information the Customer provides is accurate in all material respects; and

2.4.1.2 provide Exponential-e with reasonable office and information technology facilities as are reasonably required by Exponential-e to perform its obligations under the Contract; and

2.4.3 The Customer's compliance with this Clause 2.4 shall be entirely at the Customer's cost.

**2.5 TERM AND TERMINATION**

2.5.1 No Initial Term applies to Solutions Consultant / Solutions Architect / DevOps consultant resource.

2.5.2 In the event of termination of an individual Service by the Customer and/or the termination of the Contract by the Customer without cause, the Customer shall be liable to pay the following charges for such early termination:

- c. where cancelled less than 4 days prior to the scheduled commencement of the Service(s)  
100% of the Charges due to be paid for the Service(s)

- d. where cancelled between 4 and 7 days (inclusive) prior to the scheduled commencement date of the Service(s)  
75% of the Charges due to be paid for the Service(s)
  - c. where cancelled between 8 and 15 days (inclusive) prior to the scheduled commencement date of the Service(s)  
50% of the Charges due to be paid for the Service(s)
  - d. where cancelled after 16 days prior to the scheduled commencement date of the Service(s)  
20% of the Charges due to be paid for the Service(s)
- 2.5.3 Clause 2.2 (Fees and Payment), Clause 2.4 (Customer Obligations) and Clause 2.5 (Term and Termination) shall survive termination and continue in full force and effect.

**SCHEDULE D: SERVICE MANAGEMENT****1. Service Management Service Description**

Exponential-e's Service Management Service provides the Customer with a Service Manager for the number of Man Days set out on the Order Form.

The Service Manager will be responsible for the operational performance of the Services. The core responsibilities of the Service Manager are:

- Attending face-to-face Service Review Meetings with the Customer at a frequency of once per calendar month where at least twelve (12) days' per annum worth of Service Management is contracted and at a frequency of once per calendar quarter where at least four (4) days' per annum worth of Service Management is contracted;
- Identifying and agreeing the implementation of tactical changes to improve service quality and efficiency;
- Providing a primary point of escalation for the Customer;
- Overseeing the impact of the delivery of any projects on the Services;
- Owning any service improvement plan that may be jointly defined by Exponential-e and the Customer;
- Reporting on all regular project, programme, and on-going activities;
- Working closely with the Service Desk during faults or incidents affecting the services in the Customer solution; and
- In the event of any incidents, producing an incident report that provides an overview of the sequence of events and the root cause, and capturing any corrective actions to be taken.

The Service Manager's schedule will be determined through mutual agreement between Exponential-e and the Customer at least 30 days in advance. The Service Manager will be free to undertake other work as assigned by Exponential-e on days not allocated to the Customer. The Service Manager and the Customer shall work together to agree the content and format of deliverable reports and agree the format, location and agenda for Service Review Meetings within thirty (30) days of Order acceptance.

**2. Service Commencement Date**

The Service Commencement Date of Service Management for the purposes of invoicing the Service Management Charges, shall be the earlier of (i) the date that the Service Manager attends his/her first meeting with the Customer and (ii) the Service Commencement Date of the first other Service under the applicable Contract (if applicable).

**3. Additional Terms**

The following terms and conditions apply to the provision of Service Management by Exponential-e in addition to Exponential-e's General Terms.

**3.1 DEFINITIONS**

3.1.1 In the Contract, the following terms shall have the meanings assigned to them below:

**"Man Day"** a cumulative amount of time of not less than seven and a half hours spent working during Normal Business Hours;

**3.2 CUSTOMER OBLIGATIONS**

3.2.1 The Customer shall:

3.2.1.1 provide, in sufficient time to enable Exponential-e to perform the Service, such information, co-operation and support as Exponential-e may reasonably require pursuant to the Contract and in order to carry out the Service and the Customer shall ensure that all information the Customer provides is accurate in all material respects; and

3.2.1.2 provide Exponential-e with reasonable office and information technology facilities as are reasonably required by Exponential-e to perform its obligations under the Contract; and

3.2.1.3 appoint a Service Manager, who shall have the authority to commit the Customer on all matters relating to the Service.

3.3 The Customer's compliance with Clause 3.2 shall be entirely at the Customer's cost.

**SCHEDULE E: TECHNICAL DESIGN AUTHORITY****1. Technical Design Authority Service Description**

Exponential-e's Technical Design Authority ("TDA") Service provides the Customer with a Technical Design Authority for the number of Man Days set out on the Order Form.

The TDA will be responsible for providing the Customer with technical guidance and recommendations, acting as a technical representative of the Customer within Exponential-e. The core responsibilities of the TDA are:

- Attending face-to-face or remote technical meetings with the Customer at a frequency of once per calendar month where at least twelve (12) days' per annum worth of TDA is contracted and at a frequency of once per calendar quarter where at least four (4) days' per annum worth of TDA is contracted;
- Advising the Customer of technical capabilities and services within the Exponential-e portfolio, and how these can benefit the Customer;
- Provide input into the Customer's IT strategy upon request;
- Work closely with the assigned Service Manager (where purchased) to maintain service and technical harmony
- Reporting on all technical meetings, assigned actions and outcomes;
- Working closely with the Service Desk during faults or incidents affecting the services in the Customer solution; and
- In the event of any incidents, review any incident report that provides an overview of the sequence of events and the root cause, and capturing any corrective actions to be taken.

The TDA's schedule will be determined through mutual agreement between Exponential-e and the Customer at least 30 days in advance. The TDA will be free to undertake other work as assigned by Exponential-e on days not allocated to the Customer. The TDA and the Customer shall work together to agree the content and format of deliverable reports and agree the format, location and agenda for technical meetings within thirty (30) days of Order acceptance.

**2. Service Commencement Date**

The Service Commencement Date of Technical Design Authority for the purposes of invoicing the Technical Design Authority Charges, shall be the earlier of (i) the date that the Technical Design Authority attends his/her first meeting with the Customer and (ii) the Service Commencement Date of the first other Service under the applicable Contract (if applicable).

**3. Additional Terms**

The following terms and conditions apply to the provision of a Technical Design Authority by Exponential-e in addition to Exponential-e's General Terms.

**3.1 DEFINITIONS**

3.1.1 In the Contract, the following terms shall have the meanings assigned to them below:

**"Man Day"** a cumulative amount of time of not less than seven and a half hours spent working during Normal Business Hours;

**3.2 CUSTOMER OBLIGATIONS**

3.2.1 The Customer shall:

3.2.1.1 provide, in sufficient time to enable Exponential-e to perform the Service, such information, co-operation and support as Exponential-e may reasonably require pursuant to the Contract and in order to carry out the Service and the Customer shall ensure that all information the Customer provides is accurate in all material respects; and

3.2.1.2 provide Exponential-e with reasonable office and information technology facilities as are reasonably required by Exponential-e to perform its obligations under the Contract; and

3.2.1.3 appoint a Service Manager, who shall have the authority to commit the Customer on all matters relating to the Service.

3.3 The Customer's compliance with Clause 3.2 shall be entirely at the Customer's cost.

**SCHEDULE F: BESPOKE PROFESSIONAL SERVICES****1. Bespoke Professional Services Description**

Exponential-e's bespoke professional services provides the Customer with professional services as set out in a Statement of Work (SOW) signed with the Customer. The definition of Contract in the General Terms shall be considered amended accordingly to include the SOW. Bespoke Professional Services are provided on a fixed charge basis, not on a time and materials basis.

**2. Additional Terms**

The following terms and conditions apply to the provision of Bespoke Professional Services by Exponential-e in addition to Exponential-e's General Terms.

**2.1 DEFINITIONS**

2.1.1 In the Contract, the following terms shall have the meanings assigned to them below:

<b>"Deliverables"</b>	all materials to be produced and delivered by Exponential-e to the Customer pursuant to the provision of the Bespoke Professional Services, as specifically referred to in the Statement of Work;
<b>"Prior Technology"</b>	means any and all Technology incorporated into the Deliverables that is developed or otherwise created by or on behalf of Exponential-e or licensed by Exponential-e, and which may be improved or modified in the course of developing the Deliverables;
<b>"Technology"</b>	means algorithms, approaches, code, concepts, data, designs, developments, documentation, discoveries, expressions, inventions, know how, methodologies, multi-media files, object codes, processes, programs, skills, software, techniques, technology, text, tools, and web pages.

**2.2 FEES AND PAYMENT**

- 2.2.1 Exponential-e's charges exclude the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably and properly incurred by members of Exponential-e's Professional Services Team in connection with the Bespoke Professional Services to be provided. Such costs and expenses shall be invoiced by Exponential-e at cost price and in accordance with the expenses limits as set out in the Statement of Work. Exponential-e shall obtain the Customer's approval before incurring any such expense, material or service exceeding any fixed amount agreed with the Customer the Statement of Work or if no amount is so specified then £500 per item;
- 2.2.2 The Customer shall provide Exponential-e with prior notice of postponements or delays at least ten (10) Working Days in advance of the scheduled commencement of any professional services activity. If Exponential-e is not reasonably able to 'work-around' the postponement or delay, especially in instances where the Service(s) require participation by Customer personnel that become unavailable, Exponential-e shall be entitled to charge the Customer for the time lost and the reasonable additional expenses incurred due to such delays or postponements at Exponential-e standard hourly rates.

**2.3 ADDITIONAL EXPONENTIAL-E OBLIGATIONS**

- 2.3.1 Exponential-e shall use reasonable endeavours to manage and complete the Bespoke Professional Services, and to deliver the Deliverables to the Customer, in accordance in all material respects with the Statement of Work.
- 2.3.2 The Customer must notify Exponential-e of any failure perform the Services in accordance with the Contract within five (5) days after the relevant performance. Exponential-e's entire liability and Customer's sole remedy for Exponential-e's failure to so perform shall be for Exponential-e to, at its option (acting reasonably), (i) use reasonable efforts to correct such failure, and/or (ii) refund that portion of any fees received that reasonably correspond to such failure to perform.

**2.4 CUSTOMER OBLIGATIONS**

- 2.4.1 The Customer shall:
- 2.4.1.1 provide, in sufficient time to enable Exponential-e to perform and/or provision the Service(s), such information, co-operation and support as Exponential-e may reasonably require pursuant to the Contract and in order to

carry out the project and the Service(s) and the Customer shall ensure that all information the Customer provides is accurate in all material respects; and

- 2.4.1.2 provide Exponential-e with reasonable office and information technology facilities as are reasonably required by Exponential-e to perform its obligations under the Contract; and
- 2.4.1.3 within five (5) Working Days of termination of the Contract, return to Exponential-e by same day courier any Prior Technology in the Customer's possession; and
- 2.4.1.4 comply with any Customer responsibilities and obligations set out in the Statement of Work.
- 2.4.2 The Customer shall not (and shall procure that its staff, contractors and agents shall not):
  - 2.4.2.1 allow any unauthorised user or third party access to, or use of, the Prior Technology and shall take all reasonable security measures to prevent the same; and/or
  - 2.4.2.2 add to, modify or interfere in any way with the Prior Technology.
- 2.4.3 The Customer's compliance with this Clause 2.4 shall be entirely at the Customer's cost.

## 2.5 INTELLECTUAL PROPERTY

- 2.5.1 All Intellectual Property Rights in the Contract (including this Service Document, the Statement of Work and the Deliverables) and any Prior Technology (the "Exponential-e Materials") issued or created by Exponential-e pursuant to it, shall at all times remain the property of Exponential-e.
- 2.5.2 Nothing in the Contract shall act to transfer any Intellectual Property Rights in respect of the Service(s) or the Exponential-e Materials to the Customer but Exponential-e shall, upon payment in full by the Customer and to the extent that the Exponential-e Materials are contained in the Deliverables, licence the right for the Customer to use the Exponential-e Materials on a non-exclusive, non-transferable without rights to sub-licence, royalty-free, worldwide basis for the term of the Contract to such an extent it is necessary to do so to enable the Customer to make reasonable use of the Deliverables. The Customer may also make, for internal use only, a reasonable number of copies of the original Deliverables and Exponential-e Materials in amounts reasonably necessary for Customer's internal use. The Customer shall not sublicense or otherwise transfer to any third party Exponential-e's Materials or the Deliverables and must not modify, alter, decompile, dis-assemble, reverse-engineer, or create derivative works from the Deliverables.
- 2.5.3 The licences granted under this Clause 2.5 shall terminate automatically upon termination of the Contract for any reason.

## 2.6 TERM AND TERMINATION

- 2.6.1 No Initial Term applies to Bespoke Professional Services.
- 2.6.2 In the event of termination of the Bespoke Professional Services by the Customer and/or the termination of the Contract by the Customer without cause, the Customer shall be liable to pay the following charges for such early termination:
  - a. where cancelled less than 4 days prior to the scheduled commencement of the Service(s)
    - 100% of the Charges due to be paid for the Service(s)
  - b. where cancelled between 4 and 7 days (inclusive) prior to the scheduled commencement date of the Service(s)
    - 75% of the Charges due to be paid for the Service(s)
  - c. where cancelled between 8 and 15 days (inclusive) prior to the scheduled commencement date of the Service(s)
    - 50% of the Charges due to be paid for the Service(s)
  - d. where cancelled more than 16 days prior to the scheduled commencement date of the Service(s)
    - 20% of the Charges due to be paid for the Service(s)
- 2.6.3 Clause 2.2 (Fees and Payment), Clause 2.4 (Customer Obligations), Clause 2.5 (Intellectual Property) and Clause 2.6 (Term and Termination) shall survive termination and continue in full force and effect.

## 2.7 DATA PROCESSING

- 2.7.1 Where the provision of the Professional Services will result in Exponential-e Processing Customer Personal Data, Exponential-e will at the Customer's request agree to include a data processing addendum within the Contract setting out such details as the subject-matter of the Processing and the nature of the Processing to be undertaken.