

**SCHEDULE E: SERVICE DEFINITION FOR EMERGENCY INCIDENT RESPONSE SERVICE****1. Emergency Incident Response Service Description**

Exponential-e's Emergency Incident Response Service is available to customers who are experiencing a cyberattack and need emergency assistance. During this engagement, a dedicated technical team will provide incident management and response practices, including relevant log collation, to remediate the incident. The Exponential-e Cyber Security Team will work alongside the Customer, through the investigation and mitigation process, before conducting an analysis to determine how the compromise occurred, the type of attack vector and the extent of the infiltration. This Service is delivered remotely from Exponential-e's main office in London.

**Engagement**

This will be a minimum five (5) Man-Day process, with the number of agreed Man Days being set out on the Order Form. Should additional Man Days be required to complete the response to the incident, the Customer will be required to contract for additional Man Days.

**Remediation**

Exponential-e will use all reasonable endeavours, within the agreed engagement timeframe, to undertake any remediation required with the intention of restoring affected systems and devices back to normal, and to return the Customer organisation to a 'business-as-usual' operation.

**Review**

At the end of the engagement, subject to the agreed engagement timeframe, Exponential-e will conduct a review. Within two (2) weeks of the completion of the engagement, the Customer will be provided with a report detailing the status of the incident response and identifying any known knowledge gaps and an assessment of the Customer's emergency procedures and protocols. Upon request and provided time allows, the report will offer recommendations on creating a Proactive Incident Response plan.

**2. Service Commencement Date**

The Service Commencement Date of the Service will be the date that the Emergency Incident Response Service commences.

**3. Additional Terms**

The following terms and conditions apply to the provision of the Emergency Incident Response Service 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:

**"Deliverables"** Any deliverable materials (including reports) to be produced by Exponential-e and provided to the Customer as part of the Service, as detailed in this Service Definition.

**3.2. ADDITIONAL EXPONENTIAL-E OBLIGATIONS**

3.2.1 Exponential-e shall provide the Service in a workmanlike manner and shall conform to the generally-accepted standards of the cyber security industry. The Customer must notify Exponential-e of any failure to so perform within five (5) days after the completion of the Service. Exponential-e's entire liability and the 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.

3.2.2 Without limiting the generality or applicability of the foregoing, Exponential-E does not represent, warrant, or covenant that the Service performed under the Contract will: (a) detect or identify all security or network threats to, or vulnerabilities of the Customer's networks or other facilities, assets or operations; (b) prevent intrusions into or any damage to the Customer's networks or other facilities, assets or operations; or (c) meet or help the Customer meet any industry standard or any other requirements.

**3.3 ADDITIONAL CUSTOMER OBLIGATIONS**

3.3.1 The Customer shall provide Exponential-e with such office, access and information technology facilities as are reasonably required by Exponential-e to perform the Service.

**3.4 INTELLECTUAL PROPERTY**

3.4.1 All Intellectual Property Rights in the Contract (including this Service Document) shall at all times remain the property of Exponential-e.

3.4.2 The Deliverables shall on the date on which the same are created, vest in the Customer and Exponential-e assigns to the Customer with full title guarantee free from all charges, liens, licences and other encumbrances the Deliverables. Exponential-e agrees to execute any reasonable documents and carry out any activities as are required to perfect the vesting of the Deliverables to the Customer.

3.4.3 The Customer hereby grants to Exponential-e a free-of-charge, non-exclusive licence for the duration of the Contract to use the Deliverables solely for the purpose of performing its obligations under the Contract or as requested by the Customer from time to time.

3.4.4 The Deliverables are intended for the Customer's own internal use only and not for any use by third parties nor for use in any legal proceedings, and Exponential-e disclaims any liability that may arise out of any third party's review and/or use of such Deliverables.

**3.5 TERMINATION**

3.5.1 To the extent that the Contract only involves the provision of the Emergency Incident Response Service, it shall automatically expire, without further notice, upon completion of the Service.

3.5.2 Clause 3.2 (Additional Exponential-e Obligations), Clause 3.4 (Intellectual Property) and Clause 3.5 (Term and Termination) shall survive termination and continue in full force and effect.

**3.6 COMPLAINTS PROCEDURE**

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

**3.7 DATA PROCESSING**

3.7.1 Where the provision of the Service will result in Exponential-e Processing Customer Personal Data, Exponential-e will, at the Customer's request, agree to execute a data processing addendum (where applicable) setting out such details as the subject-matter of the Processing and the nature of the Processing to be undertaken.