

## **SCHEDULE B: SERVICE DEFINITION FOR RISK ASSESSMENT SERVICE**

### **1. Risk Assessment Service Description**

Exponential-e's Risk Assessment Service provides the Customer with a security risk assessment covering the Customer's security controls; this will include reviewing technical and document controls and speaking with Customer employees to understand their security risk knowledge. The risk assessment will include a visit to the Customer Site. The number of days over which the Risk Assessment Service will be provided will be set out on the Order Form, as well as the number of on-site days. Within two (2) weeks of the completion of the assessment, the Customer will be provided with a report detailing the strength of their current security controls; giving a view of the perceived cyber security risks, suggestions for remediation and the priority order in which they are recommended to be addressed.

### **2. Target Service Commencement Dates**

No Target Service Commencement Date applies. The Parties shall agree in writing, following Order acceptance, a mutually-agreeable date for the Risk Assessment Service to commence and if different, the date(s) for the on-site visit to be held; which shall in any event occur within three (3) months of the date of Order acceptance.

### **3. Additional Terms**

The following terms and conditions apply to the provision of the Risk Assessment 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 TERM AND TERMINATION**

3.5.1 To the extent that the Contract only involves the provision of the Risk Assessment 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.