



**SERVICE DOCUMENT FOR PROFESSIONAL SERVICES
(Direct)
V 2.4**

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 rd party price increases.
2.3	08/07/2022	Addition of Service Desk Service and addition of Senior Solutions Consultant, Cloud Delivery Consultant and Cyber Security Consultant resource.
2.4	04/11/2022	Amendment of price increase provisions. Addition of Smart Onsite Install Service.

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 (excluding Service Desk) 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.

4. Additional Terms

4.1 Exponential-e shall be entitled to increase the Annual Charges:

4.1.1 in line with any increases in costs as a result of legal and/or regulatory changes; and/or

4.1.2 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); and/or

4.1.3 in line with any increases in costs imposed on Exponential-e by its suppliers.

Exponential-e will provide reasonable documentary evidence to support such price increase to the Customer, upon request.

4.2 If the Contract involves the purchase by Exponential-e of goods and/or services in a currency other than sterling and there is a greater than one percent (1%) change in the exchange rate between sterling and that other currency due to the weakening of sterling between (a) the date of Order acceptance and (b) the date that Exponential-e pays the relevant supplier, Exponential-e reserves the right to pass on to the Customer the additional costs incurred by Exponential-e as a result of the change in exchange rates and the Customer agrees to pay the same.