SCHEDULE K: SERVICE DEFINITION FOR AMAZON WEB SERVICES

1.   Amazon AWS Service Description

Exponential-e shall provide the Customer with an Amazon AWS subscription, subject to the Customer's acceptance of Amazon's terms and conditions and other contractual documents covering the Amazon AWS Services available from the Amazon AWS website including, but not limited to, any applicable AWS Customer Agreement (http://aws.amazon.com/agreement at the time of entering into the Contract) collectively the "AWS Terms", through its Amazon Service Provider ("SP") agreement.

Amazon AWS Services are offered on a Pay-As-You-Go basis. The Customer will be able to consume on demand (subject to capacity and applicable Usage Charges) all Amazon AWS Services available through the SP agreement. All Amazon AWS services are defined by Amazon and the Customer should consult the Amazon AWS website (https://aws.amazon.com/ at the time of entering into the Contract) for full details. Prior to entering into the Contract, the Customer must review AWS' Service Provider Program Guide (https://s3-us-west-2.amazonaws.com/solution-provider-program-legal-documents/AWS+Solution+Provider+Program+-+Program+Guide+for+End+Customers.pdf).

Exponential-e will set up the Customer's tenancy on the Amazon AWS platform and set up user accounts. In addition to the creation of the Customer's tenancy and user accounts, Exponential-e will provide the Customer with support as detailed below.

Customer Support

Exponential-e will be the Customer's first point of contact for all support issues in respect of the Amazon AWS Services including installation and setup, configuration, general technical usage and post-deployment break-fix. Exponential-e will escalate issues to AWS as deemed necessary by Exponential-e.

Exponential-e's Service Desk is manned 24 x 7 x 365 by engineers for the reporting of incidents. The Service Desk is aligned to ITIL and industry best practice and underpinned by Exponential-e's ITIL-based management platform. Details of how to contact the Service Desk will be provided to the Customer upon provision of the Service.

Where Exponential-e becomes aware of a fault with the Amazon AWS Services, the Customer will be alerted as soon as the Service Desk becomes aware of the fault and an incident ticket has been raised by the Service Desk. If the Customer first detects the fault, it should be reported by telephone or email to the Service Desk.

For all logged incidents a priority will be set in accordance with the following table. The incident priority consists of a combination of two items:

- **Impact** - the importance of the incident to the infrastructure at a technical level.
- **Urgency** - the importance of the incident to the Customer.

For incidents logged to the Service Desk, the impact for the incident will be set by Exponential-e in line with the priority table below.

When the Customer raises an incident or wishes to escalate the priority of an incident logged by the Service Desk, the urgency will be defined by the Customer, acting reasonably, after consulting the priority table below. Exponential-e will allow incidents to be escalated by (1) priority level upon reasonable request by the Customer or as deemed reasonable by Exponential-e.

Priority	Description
P1	A critical business service is: • non-operational, thus impacting the Customer organisation, multiple users or multiple sites; or • subject to severe functional error or degradation affecting production, demanding immediate attention. Business impact is high, with immediate financial, legal or reputational impact.
P2	The Customer or Service is experiencing: • failure or performance degradation that severely impairs operation of a critical business service; or • failure or degradation, although a workaround may exist;

Priority	Description
	- degradation or loss of functionality; or - degradation that impacts a significant number of users or a whole site. Business impact is high.
P3	The Customer is experiencing a problem that causes moderate business impact. The impact is - limited to a single user or a small group of users; or - moderate, not widespread; - Non-existent. Business risk is low.
P4	- Standard service request (e.g. User Guidance) or updating of documentation. Low or minor localised impact.

In addition, any service level claims that the Customer wishes to make in respect of the Amazon AWS Services under the Amazon AWS Terms should in the first instance be submitted to Exponential-e, for onward processing by Amazon AWS. In the event of any payments being made to Exponential-e by Amazon AWS in respect of such claim, Exponential-e shall apply the same to the Customer's account.

The above support is included within the Charges payable for the Services.

2.   Rate Card

Usage Charges for Amazon AWS Services will be billed at the then-current rates advertised by Amazon (at time of entering into the Contract located in the following location: https://aws.amazon.com/pricing/services.) Where Exponential-e is provided with charges from Amazon AWS in a non-sterling denomination Exponential-e will convert those charges into pounds sterling based upon the Bank of England exchange rate for the day prior to the invoice date (such rates as provided on the Bank of England website).

3.   Terms and Conditions for Amazon AWS Services

3.1   Exponential-e will ensure that the Customer's subscription for the Amazon AWS Services is activated through the creation of the Customer's tenancy and the setting up of the user accounts. Save as set out in the Customer Support section of the Service Description above, this is Exponential-e's sole responsibility in respect of the Amazon AWS Services. The Customer acknowledges and agrees that the Amazon AWS Services will be provided directly to the Customer by Amazon and that sole responsibility for the provision of the Amazon AWS Services (and any additional support required in respect thereof) lays with Amazon and that Exponential-e has no responsibility for, and shall have no liability to the Customer in respect of, the provision (or not) and/or the additional support (or not) of the Amazon AWS Services. Exponential-e makes no representations, conditions or warranties with respect to the Amazon AWS Services. Exponential-e does not act in any way as an agent or representative of Amazon.

3.2   The following clauses of the General Terms shall not apply in respect of Amazon AWS Services:
Clause 3 (Customer Site Access), Clause 9 (Risk, Title and Warranty).

3.3   With the exception of Sub-clause 2.1, Clause 2 (Ordering, Service Provision and Acceptance) of the General Terms does not apply to the Amazon AWS Services.

3.4   With the exception of Sub-clause 6.6, Clause 6 (Exponential-e's Obligations and Warranties) of the General Terms does not apply to the Amazon AWS Services.

3.5   With the exception of Sub-clause 7.6, Clause 7 (Customer Obligations and Warranties) of the General Terms does not apply to the Amazon AWS Services.

3.6   With the exception of Sub-clause 8.2, Clause 8 (Staff and Contractors) of the General Terms does not apply to the Amazon AWS Services.

3.7   The Customer acknowledges that:

3.7.1   No service level agreements are provided by Exponential-e in respect of the Amazon AWS Services; and

3.7.2   No commitments or remedies regarding security of, or intellectual property rights in, the Amazon AWS Services are provided by Exponential-e; and

3.7.3   Data stored within the Amazon AWS Services is not Stored Data and Exponential-e shall have no liability under the Contract in respect of loss or corruption thereof.

3.8   The Customer shall be liable to pay Exponential-e the Charges due in respect of the Amazon AWS Service as per the General Terms for any period during which the Amazon AWS Services are provided, including any post-termination period that applies under the Amazon AWS Terms. All billing matters are strictly between the Customer and Exponential-e, with no involvement of Amazon AWS.

3.9   Exponential-e reserves the right to terminate the provision of the Amazon AWS Services if instructed to do so by Amazon AWS or if any time Amazon AWS withdraws Exponential-e's authorisation to provide the Amazon AWS Services to the Customer.

3.10   The Customer acknowledges and agrees that Exponential-e may provide contact and account details for the Customer to Amazon AWS to allow Amazon AWS to contact the Customer about the Amazon AWS Services.