

SCHEDULE C: CONSULTANT RESOURCE

1. Consultant Resource Service Description

Exponential-e's Consultant Resource provides the Customer with:

- Solutions Consultant,
- Senior Solutions Consultant,
- Solutions Architect,
- DevOps Consultant,
- Cloud Delivery Consultant,
- Cyber Security Consultant,
- Test Manager and/or
- Other professional services

resource (as set out in the Order Form) for the number of Days as set out on the Order Form. The work to be carried out by the resource can be agreed within a Statement of Work (SOW) document signed by the Parties if required by the Customer however these resources are provided on a fixed Day basis and if additional Days are needed to complete all the agreed tasks in any 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 any applicable SOW.

2. Additional Terms

The following terms and conditions apply to the provision of 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:

“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 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:

- 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.