



**SERVICE DOCUMENT FOR CYBER SECURITY
CONSULTANCY SERVICES**

(Reseller)

V 1.2

Document Control Information

Version History		
Version Number	Date Approved	Change/Reason for Change/Comments
1.0	15/05/2020	New Document creation
1.1	16/03/2022	Addition of disclaimers to all service definitions and consent language in Schedule C. Addition to address inflationary or 3 rd party price increases.
1.2	04/11/2022	Amendment of price increase provisions

1. Document Purpose

This document describes Exponential-e's Cyber Security (CS) Consultancy Services and the service-specific terms and conditions that are applicable in addition to the General Terms of the Partner's Master Partner Reseller Agreement with Exponential-e (the "General Terms"). Capitalised terms used in this Service Document which are defined in the General Terms or the Additional Terms set out herein, shall be afforded their defined meaning throughout. Each CS Consultancy Service is set out in a separate Service Definition attached as a Schedule to this Service Document.

2. Service Delivery

All activities related to the delivery of a Service are scheduled within Normal Business Hours by default, unless specified otherwise in the applicable Service Definition. If the Partner 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. Additional Terms

- 3.1 Exponential-e shall be entitled to increase the Annual Charges:
 - 3.1.1 in line with any increases in costs as a result of legal and/or regulatory changes; and/or
 - 3.1.2 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
 - 3.1.3 in line with any increases in costs imposed upon Exponential-e by its suppliers.
Exponential-e will provide reasonable documentary evidence to support such price increase to the Partner, upon request.
- 3.2 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 Partner the additional costs incurred by Exponential-e as a result of the change in exchange rates and the Partner agrees to pay the same.