

## **SCHEDULE A: SERVICE DEFINITION FOR DIAGNOSTICS SERVICE**

### **1. Diagnostics Service Description**

Exponential-e's Diagnostics Service provides the Partner with one (1) Man-Day on site Cyber Security Consultant (CSC) resource. The CSC will conduct a high-level security risk assessment of different areas of the End User's business, including but not limited to, HR, IT and Finance for perceived security weaknesses. Within two (2) weeks of the completion of the assessment, the End User will be provided with a high-level report containing information about the End User's security infrastructure, with the perceived risks rated against an industry-standard severity scale. The Partner acknowledges that due to the sensitive nature of the engagement, security information regarding the End User won't be shared with the Partner.

### **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 Diagnostics Service 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 Diagnostics Services by Exponential-e in addition to the 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 End User 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 Partner 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 Partner'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 End User's networks or other facilities, assets or operations; (b) prevent intrusions into or any damage to the End User's networks or other facilities, assets or operations; or (c) meet or help the End User meet any industry standard or any other requirements.

#### **3.3 ADDITIONAL PARTNER OBLIGATIONS**

3.3.1 The Partner shall provide (or shall procure that the End User provides) 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.

#### **3.5 TERM AND TERMINATION**

3.5.1 To the extent that the Contract only involves the provision of the Diagnostics 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 Partner Personal Data, Exponential-e will, at the Partner'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.