

SCHEDULE E: SERVICE DEFINITION FOR EMERGENCY INCIDENT RESPONSE SERVICE

1. Emergency Incident Response Service Description

Exponential-e's Emergency Incident Response Service is available to customers who are experiencing a cyberattack and need emergency assistance. During this engagement, a dedicated technical team will provide incident management and response practices, including relevant log collation, to remediate the incident. The Exponential-e Cyber Security Team will work alongside the End User, through the investigation and mitigation process, before conducting an analysis to determine how the compromise occurred, the type of attack vector and the extent of the infiltration. This Service is delivered remotely from Exponential-e's main office in London.

Engagement

This will be a minimum five (5) Man-Day process, with the number of agreed Man Days being set out on the Order Form. Should additional Man Days be required to complete the response to the incident, the Partner will be required to contract for additional Man Days.

Remediation

Exponential-e will use all reasonable endeavours, within the agreed engagement timeframe, to undertake any remediation required with the intention of restoring affected systems and devices back to normal, and to return the End User organisation to a 'business-as-usual' operation.

Review

At the end of the engagement, subject to the agreed engagement timeframe, Exponential-e will conduct a review. Within two (2) weeks of the completion of the engagement, the End User will be provided with a report detailing the status of the incident response and identifying any known knowledge gaps and an assessment of the End User's emergency procedures and protocols. Upon request and provided time allows, the report will offer recommendations on creating a Proactive Incident Response plan. 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. Service Commencement Date

The Service Commencement Date of the Service will be the date that the Emergency Incident Response Service commences.

3. Additional Terms

The following terms and conditions apply to the provision of the Emergency Incident Response Service 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 TERMINATION

3.5.1 To the extent that the Contract only involves the provision of the Emergency Incident Response 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.

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.