



**SERVICE DOCUMENT FOR FLEX SUPPORT SERVICES
(Reseller)
V 1.2**

Document Control Information

Version History		
Version Number	Date Approved	Change/Reason for Change/Comments
1.0	03/06/2019	Initial document creation
1.1	16/03/2022	To address inflationary price increases
1.2	04/11/2022	To amend price increase provisions

1. Document Purpose

This document describes Exponential-e's Flex Support Services and the service-specific terms and conditions that apply in addition to the General Terms and Conditions of the Partner's Master Partner Reseller Agreement with Exponential-e (the "General Terms"). Capitalised terms used herein which are defined in the General Terms shall be afforded their defined meanings throughout.

2. Flex Support Service Description

Exponential-e's Flex Support Service provides a remote (telephone, email, remote access) Level 2 and Level 3 technical support service. Flex Support is used to provide reactive technical assistance, advice, and expertise for specialist products or technologies where internal IT support staff require support on an ad-hoc basis. Remote support methods will typically require the presence of an individual at the relevant location to authorise the support session. The Flex Support Service does not cover onsite support, pro-active monitoring, support and consultancy or emergency call-out. The Flex Support Service is not a replacement for vendor support contracts and does not include hardware maintenance, repair, and replacement. The Reseller/End User is recommended to have a full suite of vendor support contracts in place.

Products and technologies covered by the Flex Support Service at the time of entering into the Contract are available here: <https://www.exponential-e.com/flex-supportability-matrix>.

The Flex Support Service provides an annual allowance of pre-purchased support credits which are available to be used by the Reseller in respect of the End User within twelve (12) months of the Service Commencement Date, the quantity of which are set out on the Order Form. Each support credit is valid for up to thirty (30) minutes of support time. Monthly statements will be issued by Exponential-e where there has been usage of support credits. Any unused support credit not used within twelve (12) months of the Service Commencement Date are forfeited and not subject to any refund. The Flex Support Service is provided on a "use it, or lose it" basis. The Initial Term for Flex Support Services is therefore a fixed period of twelve (12) months, upon expiry of which the Flex Support Service shall cease to be provided. Once an annual allowance of pre-purchased support credits has been depleted, the Reseller may choose to place an order with Exponential-e for additional support credits.

Vendor Escalation

The Reseller may request that Exponential-e utilise the Reseller's / End User's vendor support agreements to escalate support requests for vendor products.

Exponential-e has escalation procedures in place with major manufacturers and vendors should the need to escalate an incident arise. Exponential-e will escalate an issue on request from the Reseller at the Reseller's expense. Exponential-e will liaise with the vendor and provide the relevant information and assistance to assist in a speedy resolution.

Coverage Hours

The Flex Support Service will be provided to the Reseller on a 24 x 7 basis.

Due Diligence

In order to ensure that Exponential-e has an accurate and detailed understanding of the End User's IT environment that will be recorded in Exponential-e's support system, Exponential-e will, unless agreed otherwise by the Parties' in writing, carry out certain due diligence activities to gather the required systems information. This will also allow Exponential-e to verify that the End User's systems are in a supportable state. Where the due diligence is carried out, ten (10) support credits will be utilised to cover this requirement. Alternatively, if the Parties agree to forego due diligence by Exponential-e four (4) support credits will be utilised to cover standard on boarding activities. For contract renewals four (4) support credits will be utilised to cater for contract on boarding unless the scope or nature of the End User's IT estate to be subject to the Flex Support Service has materially changed since entering into the original Flex Support contract in which case ten (10) support credits will be utilised for further due diligence activity.

3. Service Commencement Date

The Flex Support Service will start to be available to the Reseller on the next Working Day after Order Acceptance (the “Service Commencement Date”).

4. Target Response and Fix Times

For all logged incidents a priority will be set in accordance with the following table. The priority can be set by the Reseller, acting reasonably, when logging the incident, either via email or telephone.

Priority	Description
P1	<ul style="list-style-type: none"> A Critical business service, is non-operational, thus impacting the End User organisation, multiple users or multiple sites; or severe functional error or degradation of service affecting production, demanding immediate attention. Business risk is high, with immediate financial, legal or reputational impact.
P2	<ul style="list-style-type: none"> The End User, is experiencing failure or performance degradation that severely impairs operation of a critical business service; or the End User or service has been affected, although a workaround may exist; or Application functionality is lost; or A significant number of users or a whole site is affected. Business risk is high.
P3	<ul style="list-style-type: none"> The End User is experiencing a problem that causes moderate business impact. The impact is limited to a single user or a small group of users; or an incident has moderate, not widespread impact; or the End User or IT service may not have been affected. Business risk is low.
P4	<ul style="list-style-type: none"> Standard service request (e.g. User Guidance) or updating of documentation. Low or minor localised impact.

Exponential-e will allow incidents to be escalated by (1) priority level upon reasonable request by the Reseller or as deemed reasonable by Exponential-e.

Exponential-e will use all reasonable endeavours to meet the "Target Response Time" and “Target Fix Times” set out in the following table:

Priority Level	Target Response Time *	Target Fix Time *
P1	30 minutes to respond	4 Hours to resolve
P2	45 minutes to respond	8 Hours to resolve
P3	60 minutes to respond	4 days to resolve
P4	60 minutes to respond	7 days to resolve

* Response and Fix Times are valid where Exponential-e has undertaken due diligence (as opposed to standard on boarding) at the commencement of the Contract.

Response Time covers the time for Exponential-e to acknowledge the incident report and to indicate to the Reseller the likely timescales for dealing with the incident. Fix Time covers the period after the incident has been acknowledged (i.e. an incident has been raised) during which a temporary or permanent fix is put in place.

No Service Credits are payable.

5. Complaints Procedure

Details of Exponential-e's complaints process and policy are available at <http://www.exponential-e.com/contact-us> and upon request from legal@exponential-e.com.

6. Additional Terms

The following terms and conditions apply to the Flex Support Services in addition to the General Terms.

6.1 CHARGES

6.1.1 Exponential-e reserves the right to amend the Annual Charges:

6.1.1.1 in line with any increases in costs as a result of legal and/or regulatory changes; and/or

6.1.1.2 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) in either case upon thirty (30) days' notice; and/or

6.1.1.3 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.

6.1.2 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.