



**SERVICE DOCUMENT FOR FLEX MANAGE SERVICES
(DIRECT)
V 2.4**

Document Control Information

Version History		
Version Number	Date Approved	Change/Reason for Change/Comments
1.0	20/04/2017	Initial document creation
1.1	18/05/2018	Addition of Complaints Policy, Addition of Data Processing provisions, Minor corrections
2.0	29/05/2020	Major redefinition of Services. Addition of User OS Managed, User OS and Application Managed, HCI Platform Managed and Citrix PaaS Managed
2.1	16/07/2021	Addition of Microsoft 365 User Managed, Individual Service Managed, Microsoft CSP Managed and Storage Gateway Managed. Removal of Citrix PaaS Managed and Replacement with Virtual Desktop PaaS Managed
2.2	16/03/2022	To address inflationary price increases
2.3	04/11/2022	Addition of price increase provisions. Addition of over-arching Patch and Release Management provisions.
2.4	03/05/2024	Addition of Azure Managed

1. DOCUMENT PURPOSE

This document describes Exponential-e’s Flex Manage Services and the service-specific terms and conditions that apply in addition to Exponential-e’s General Terms. Capitalised terms used herein which are defined in the General Terms or the Additional Terms (Section 7) of this Service Document shall be afforded their defined meanings throughout. Each service within the portfolio is set out in a separate Service Definition attached as a schedule.

2. FLEX MANAGE SERVICE ELEMENTS OVERVIEW

The Flex Manage Service is comprised of Standard Support Elements and Customisable Support Element as described below.

3. FLEX MANAGE SERVICE – STANDARD SUPPORT ELEMENTS

The Standard Support Elements of the Flex Manage Service are detailed below. Standard Support Elements are included by default on all items covered by the Flex Manage Service, which in terms of quantity and type are as set out on the Order Form and in terms of specific items, as agreed in writing by the Parties during the On Boarding process (the “Supported Items” or “SI”) or in the case of Azure Managed, are as set out in the applicable Service Definition. Where only the Standard Support Elements are contracted for, “Flex Manage – Monitoring” will appear on the Order Form.

Service Desk and Incident Management

Exponential-e’s Service Desk is manned 24 x 7 x 365 by engineers for the reporting and remediation of incidents. The Service Desk is aligned to ITIL and industry best practices and it is underpinned by Exponential-e’s ITIL-based management platform. Details on how to contact the Exponential-e Service Desk reporting can be found in the “Customer Support Handbook”, a copy of which is available upon request from clientrelations@exponential-e.com. Where Exponential-e becomes aware of a fault with Supported Items, the Customer will be alerted as soon as Exponential-e’s Service Desk becomes aware of the fault and an incident ticket has been raised by Exponential-e. When it is the Customer who first detects the fault, it should be reported by telephone or email to Exponential-e’s Service Desk. For all logged incidents a priority will be set in accordance with the following table. This is automatically set for incidents raised by Exponential-e’s Remote Monitoring and Management (RMM) tool, and will be set by the Exponential-e Service Desk for faults detected by Exponential-e outside of the RMM tool. For incidents logged to the Service Desk, the impact for the incident will be set by Exponential-e in line with the priority table below. Therefore, when the Service Desk logs an incident the priority of the incident will be set to the corresponding value as in the priority table below. When the Customer raises an incident or wishes to escalate the priority of an incident logged by the Service Desk, the urgency will be defined by the Customer, acting reasonably, after consulting the priority table below. Exponential-e will allow incidents to be escalated by one priority level upon reasonable request by the Customer or as deemed reasonable by Exponential-e.

Priority Level	Description*
P1	<p>A critical business service is:</p> <ul style="list-style-type: none"> non-operational, thus impacting the Customer organisation, multiple users or multiple sites; or subject to severe functional error or degradation affecting production, demanding immediate attention. <p>Business impact is high, with immediate financial, legal or reputational impact.</p>
P2	<p>The Customer or Supported Item is experiencing:</p> <ul style="list-style-type: none"> failure or performance degradation that severely impairs operation of a critical business service; or

Priority Level	Description*
	<ul style="list-style-type: none"> failure or degradation although a workaround may exist; or degradation or loss of functionality; or degradation that impacts significant number of users or a whole site. Business impact is high.
P3	The Customer is experiencing a problem that causes moderate business impact. The impact is: <ul style="list-style-type: none"> limited to a single user or a small group of users ; or moderate, not widespread; or non-existent. Business impact is low.
P4	Standard service request (e.g. User Guidance); or updating documentation. Low or minor localised impact.

* The incident priority consists of a combination of two items that are detailed for each incident in the Exponential-e's management platform:

- **Impact.** The importance of the incident to the infrastructure at a technical level.
- **Urgency.** The importance of the incident to the Customer.

Change Management

Exponential-e will operate an ITIL-based change management process for all planned and unplanned changes to the Supported Items.

Problem Management

Exponential-e will operate an ITIL-based problem management process to initiate root cause analysis following repetition of a critical (P1) incident. A problem is defined as an unknown cause of one or more critical incidents.

Service Acceptance Criteria (SAC)

Exponential-e will operate a SAC process which enables the controlled delivery of a live Flex Manage Service that satisfy its own expectations and requirements as well as those of the Customer. The SAC process measures the flow of information and subsequent On Boarding activities that the Service Desk completes to ensure the provided Flex Manage Service meets its functionality and quality requirements, and that Exponential-e is ready to operate the Flex Manage Service for each Supported Item.

Third Party Administration Rights

Exponential-e will provide access rights to Supported Items for the Customer or any Customer nominated third party, if explicitly authorised by the Customer in writing. Exponential-e will not be liable for any problems caused by the execution of third-party administration rights against any Supported Items.

4. FLEX MANAGE SERVICE – CUSTOMISABLE SUPPORT ELEMENT

The Customisable Support Element of the Flex Manage Service is:

- Enhanced Operational Management (OS Managed, OS and Application Managed, User OS Managed, User OS and Application Managed, HCI Platform Managed, Virtual Desktop PaaS Managed, Microsoft 365 User Managed, Individual Service Managed, Microsoft CSP Managed, Storage Gateway Managed and Azure Managed, each as described in a Schedule to this Service Document).

The Customisable Support Element will be included to the extent set out in the Order Form. The type and number of Supported Items will be set out on the Order Form (e.g. 137 servers) with the specific details of the Supported Items (e.g. server name) being agreed in writing by the Parties during On Boarding.

5. TRANSITION INTO SERVICE AND SERVICE COMMENCEMENT DATE

Save where set out otherwise in the applicable Service Definition, each Supported Item will undergo the following technical gates during transition into service:

- Acceptance into Service 1 (AIS 1)

AIS 1 is achieved once the Supported Item has been built by Exponential-e or a combination of Exponential-e and the Customer. This is considered new build deployments. During this phase Flex Manage Services are not delivered to the Customer by Exponential-e.
- Acceptance into Service 2 (AIS 2)

AIS 2 is achieved once the Supported Item has been built by Exponential-e or a combination of Exponential-e and the Customer, and application migration activities have been completed. During this phase Flex Manage Services are not delivered to the Customer by Exponential-e.
- Early Life Support (ELS)

ELS is achieved once the On Boarding activity has been completed and Flex Manage Services have been started by the Service Desk. The timeframe for ELS is agreed with the Customer during the On Boarding activity and is a minimum of one (1) month following the On Boarding completion date. During the ELS phase the Service Desk will deliver the Flex Manage Services and the Flex Manage Service Level Agreement will apply, however Service Credits will not be payable.
- Business as Usual (BAU)

BAU is achieved once the ELS period has elapsed and once all projects and programmes and all expected activities that might introduce change have been concluded. During the BAU phase the Service Desk will deliver the Flex Manage Services and the Flex Manage Service Level Agreement will apply and Service Credits will be payable thereunder.

The Service Commencement Date for a Supported Item is the date that the Supported Item has been On Boarded by the Exponential-e Service Desk and Early Life Support has commenced.

6. SERVICE LEVEL AGREEMENT

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

Priority Level	Target Response Time	Target Assignment Time	Target Fix Time
P1	15 minutes to respond	1 hour	4 hours
P2	15 minutes to respond	2 hours	8 hours
P3	30 minutes to respond	4 hours	4 days
P4	30 minutes to respond	8 hours	7 days

Response Time covers the time for Exponential-e to acknowledge the incident report. Assignment Time covers the time for Exponential-e to indicate to the Customer likely timescales for dealing with the fault and allocate and communicate to the Customer the appropriate personnel. Fix Time covers the period after the incident has been acknowledged (i.e. a ticket has been raised) during which a temporary or permanent fix is put in place. In all Priority 1 and 2 situations, the Customer will be updated hourly on the progress of the fix by email. In the event that the Target Response Times set out in the table above are not met other than due to Excused Reasons (as set out below), the Customer shall be entitled to claim a Service Credit calculated in accordance with the following table:

Time to Respond - Critical (P1)	Time to Respond - High (P2)	Total Number of Incidents per Month Where Time to Respond Exceeded	Service Credit*
15 minutes or less	30 minutes or less	0 – 9%	No Service Credit
Greater than 15 minutes	Greater than 30 minutes	10% – 19%	5% of the current monthly Flex Manage charge

Greater than 15 minutes	Greater than 30 minutes	20% - 25%	10% of the current monthly Flex Manage charge
Greater than 15 minutes	Greater than 30 minutes	Greater than 25%	15% of the current monthly Flex Manage charge

* monthly charge is the Annual Charge divided by 12.

The maximum amount of Service Credits payable pursuant to the above table in any calendar month shall be limited to fifteen percent (15%) of the then-current monthly Flex Manage charge.

Excused Reasons

Exponential-e shall have no liability for any failure to meet any target service levels due to, or as a result of, any of the following reasons (“Excused Reasons”):

- Any Force Majeure Event;
- Suspension of service in accordance with the Contract;
- Customer default or delay, or any negligent, wilful or reckless act, fault or omission by the Customer (or users of the Service for whom the Customer is responsible pursuant to the Contract), or any of their representatives, employees, agents or sub-contractors;
- the Customer not being contactable via the contact details provided by the Customer;
- the Customer’s failure to meet the stated Customer Dependencies; and/or
- Supported Items being End of Life.

Service credit claims must be submitted to clientrelations@exponential-e.com within thirty (30) calendar days of the end of the calendar month in which the failure to meet the target service level occurred. Any service credit claims not raised by the Customer within this period are irrevocably waived. If service credits claimed are rightly due, they shall be calculated in accordance with this section (such service credits being a genuine pre-estimate of loss, not unconscionable and not a penalty) and shall be applied to the Customer’s account. Service credits are the Customer’s sole and exclusive remedy with respect to any failure to meet the Flex Manage target service levels.

7. ADDITIONAL TERMS

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

7.1 DEFINITIONS

7.1.1 In this Service Document, the following terms shall have the meanings assigned to them below:

- “End of Life” any Supported Items which the vendor no longer supports;
- “Good Industry Practice” in relation to any undertaking and any circumstances, the exercise of that degree of professionalism, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or company engaged in the same type of activity under the same or similar circumstances;
- “On Boarding” the process whereby Exponential-e accepts Supported Items prior to starting to apply the Flex Manage Service to them and On Boarded shall be construed accordingly;
- “Recommended State” a state that complies with industry best –practice guidelines and/or any recommendations made by the relevant vendor/licensor;
- “Replacement Provider” any entity providing Replacement Services to the Customer (whether the Customer or a third party);
- “Replacement Services” services which are similar to the Flex Manage Services (or some of them) and which are provided to the Customer in succession to Exponential-e following termination of this Contract; and
- “Transfer Regulations” the Transfer of Undertakings (Protection of Employment) Regulations 2006 as may be amended or replaced.

7.2 SERVICE PROVISION

- 7.2.1 Exponential-e shall have no obligation to provide the Flex Manage Services where issues arise from:
- (i) misuse, inappropriate use of, or damage to, the Supported Items;
 - (ii) failure on the part of the Customer to keep the Supported Items in a Recommended State;
 - (iii) failure to maintain the necessary environmental conditions for use of the Supported Items; or
 - (iv) relocation or installation of the Supported Items without prior written notice being given to Exponential-e.
- 7.2.2 The Customer shall only relocate or re-install the Supported Items using suitably qualified employees and only after a change record has been created in the Exponential-e management platform.
- 7.2.3 Exponential-e reserves the right to refuse to provide the Flex Manage Service for any Supported Items that are deemed End of Life. Where Exponential-e provides Flex Manage Services on Supported Items which are End of Life Items, Exponential-e will support such items to the extent that it is reasonably able, but no updates or patching will be undertaken. The Customer accepts the risks associated with the use of End of Life Items including security risks, for which Exponential-e shall have no liability. End of Life Supported Items that are supported by Exponential-e will not be subject to the Flex Manage service level agreement and support will be provided on a reasonable endeavours basis only.

7.3 ADDITIONAL ON BOARDING

- 7.3.1 The Charges set out on the Order Form for the Flex Manage Service includes the On Boarding of the specified type and number of Supported Items (e.g. 137 physical servers). Should the Customer wish to replace a Supported Item with a replacement, it will count as an additional On Boarding and shall be chargeable in accordance with Exponential-e's then standard rate for On Boarding the replacement item.

7.4 CUSTOMER RESPONSIBILITIES

- 7.4.1 The Customer shall take all reasonable steps to ensure that all Supported Items are in a manufacturer-supported state.
- 7.4.2 The Customer shall provide Exponential-e with such remote access to the Supported Items as may reasonably be required for the purpose of performing the Flex Manage Service.
- 7.4.3 Support of Supported Items not provided by Exponential-e other than those of Citrix, Microsoft and VMWare is conditional upon the Customer having an active support agreement in place with the relevant manufacturer/licensor or authorised maintainer.

7.5 CHARGES

- 7.5.1 Where an incident cannot be resolved remotely by Exponential-e, and Exponential-e needs to attend the Customer Site or the Exponential-e Data Centre where the Supported Items are located, Exponential-e's standard call-out rates shall apply in addition to the Charges for the Flex Manage Service.
- 7.5.2 Exponential-e reserves the right to amend the Annual Charges:
- 7.5.2.1 in line with any increases in costs as a result of legal and/or regulatory changes; and/or
 - 7.5.2.2 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
 - 7.5.2.3 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 Customer, upon request.
- 7.5.3 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 Customer the additional costs incurred by Exponential-e as a result of the change in exchange rates and the Customer agrees to pay the same.

7.6 COMPLAINTS PROCEDURE

7.6.1 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.

7.7 STAFF TRANSFER

7.7.1 The Parties do not consider that the Transfer Regulations will apply on the entering into of the Contract or on the commencement of the Flex Manage Services (or any part thereof) so as to transfer the employment of any employees of the Customer or any employees of an existing service provider to the Customer to Exponential-e. Each Party agrees that it will not at any time contend for any purpose whatsoever that the Transfer Regulations apply on the entering into of the Contract and/or the commencement of the Flex Manage Services (or any part thereof).

7.7.2 Notwithstanding the above, if, on the entering into of the Contract and/or the commencement of the Flex Manage Services (or any part thereof), any contract of employment relating to any person engaged by the Customer or existing service provider to the Customer has effect or is alleged to have effect as if originally made between Exponential-e and that person (the "relevant person"), Exponential-e may terminate (or purport to terminate) the contract of employment of the relevant person. The Customer will indemnify and keep indemnified Exponential-e against any and all claims, reasonable costs, liabilities, and reasonable expenses and/or losses incurred by Exponential-e arising from or related to:

- such termination (or purported termination) of employment (provided that termination or purported termination occurs within three (3) months of the relevant transfer date);
- the costs of employing the relevant person from the date of transfer or alleged transfer to the date on which his or her employment terminates (provided that termination or purported termination occurs within three (3) months of the relevant transfer date);
- any claim by the relevant person in respect of any fact or matter to the extent that such claim concerns or arises from employment with the Customer or the termination of that employment;
- any claim by the relevant person in respect of which Exponential-e incurs liability as a result of the operation of the Transfer Regulations; and
- any claim relating to the failure by any person to comply with information and consultation obligations under the Transfer Regulations.

7.7.3 The Parties do not consider that the Transfer Regulations will apply on the termination of the Contract or the termination of the Flex Manage Services (or any part thereof) for any reason. Each Party agrees that it will not at any time contend for any purpose whatsoever that the Transfer Regulations apply upon the termination of the Contract or the Flex Manage Services (or any part thereof) for any reason.

7.7.4 Notwithstanding the above, if, on termination of the Contract or on a Replacement Provider providing the Customer with Replacement Services in succession to Exponential-e, any contract of employment relating to any person engaged by Exponential-e (or its suppliers or subcontractors) in connection with providing the Flex Manage Services has effect or is alleged to have effect as if originally made between the Customer or any Replacement Provider and that person (the "relevant person"), the Customer or the Replacement Provider (whichever may be the transferee for the purposes of the Transfer Regulations) may terminate (or purport to terminate) the contract of employment of the relevant person. Exponential-e will indemnify and keep indemnified the Customer and any Replacement Provider against any and all claims, reasonable costs, liabilities, and reasonable expenses and/or losses incurred by the Customer and/or any Replacement Provider arising from or related to:

- such termination (or purported termination) of employment (provided that termination or purported termination occurs within three (3) months of the relevant transfer date);
- the costs of employing the relevant person from the date of transfer or alleged transfer to the date on which his or her employment terminates (provided that termination or purported

termination occurs within three (3) months of the relevant transfer date);

- any claim by the relevant person in respect of any fact or matter to the extent that such claim concerns or arises from employment Exponential-e or the termination of that employment;
- any claim by the relevant person in respect of which the Customer or the Replacement Provider incurs liability as a result of the operation of the Transfer Regulations; and
- any claim relating to the failure by any person to comply with information and consultation obligations under the Transfer Regulations.

7.8 SOFTWARE

7.8.1 The following Patch management policy shall apply in respect of the Service(s). notwithstanding anything to the contrary in the Schedules of this Service Document. Software/Firmware patches shall be applied when deemed necessary by the Exponential-e Operational Centre. Patching could be triggered under various conditions:

7.8.1.1 A remotely exploitable security vulnerability is identified and the vendor releases a patch for the vulnerability. Exponential-e software release management function conducts a regular review of new vulnerabilities and assesses the functional and security risk to platforms under its remit. It is often the case that vulnerabilities are only applicable if certain configuration is present on the device in question, and if certain features are enabled. If the net effect is that no vulnerability is exposed, then the patch would not be applied. If vulnerability is exploitable but it is feasible to amend configuration in such a way as to prevent the vulnerability being exploited, then the patch would also not be applied – however in this case the work-around configuration would be introduced under the normal change control procedures;

7.8.1.2 A normal end of lifecycle upgrade may be triggered when vendor support of the technology in question is no longer available. In certain circumstances a hardware refresh or upgrade would be required, which falls outside the scope of this patch management policy;

7.8.1.3 A bug is identified which is adversely affecting the reliable operation of the device. It is frequently the case that bugs are triggered only under certain specific conditions which are not present in all environments. Under these circumstances Exponential-e will assess whether the bug potentially has widespread impact (in which case the patch would be rolled out to all similar devices under Exponential-e management), or the condition is isolated (in which case only the particular affected device would be patched).

7.8.2 Patch Management excludes security hardening required for regulatory or compliance purposes. This will be a chargeable Professional Services engagement.

7.8.3 The following Release management policy shall apply in respect of the Service(s). Only software updates relating to the operating system supported by the vendor shall be implemented by the Exponential-e Operational Centre. Software is managed within the following guidelines:

7.8.3.1 Vendor announcements and vulnerability announcements are continually reviewed by Exponential-e in order to identify new software vulnerabilities;

7.8.3.2 In case a vendor announces a new remotely exploitable vulnerability and releases a patch to address the vulnerability for which no workaround exists, an upgrade will be initiated by Exponential-e. In many cases a particular vulnerability requires a specific configuration to be present. Exponential-e will analyse the impact of the vulnerability on Exponential-e managed devices, as covered by the Contract, and propose either an upgrade or a workaround if the vulnerability is remotely exploitable;

7.8.3.3 A release of software becomes end of support due to the end of lifecycle as determined by the vendor;

7.8.3.4 A specific bug is identified that impacts the Customer environment in terms of performance or stability of the platform.

7.8.3.5 The Customer may request an upgrade to a version of the operating system software fully supported by Exponential-e as part of the Service through a service request.

If none of the above scenarios are met, Exponential-e will not proceed to release a new software revision.



7.8.4 EXPONENTIAL-E SHALL HAVE NO LIABILITY FOR ANY SECURITY INCIDENTS OR SERVICE FAULTS/ERRORS/FAILURES TO THE EXTENT DUE TO THIRD PARTY SOFTWARE.