



Service Document for Professional Services (Direct)

Date: Friday, 18 May 2018

Version: 1.3

Author: Legal, Products & Project Management

Document Control Information

Version History		
Version Number	Date Approved	Change/Reason for Change/Comments
0.01 – 0.04	24/03/2013	Initial document creation and working drafts
1.0	08/04/2013	Draft document made Live
1.1	11/06/2013	Minor amendments to the Additional Terms
1.2	13/09/2013	Minor reformatting
1.3	18/05/2018	Data Processing Provisions added, Complaints Policy provision added

Contents

1. Document Purpose	1
2. Professional Services - Overview	1
3. Service Billing and Service Commencement Date	4
4. Acceptance of the Project.....	4
5. Changes to Services	4
6. Additional Terms.....	4

1. Document Purpose

This document describes Exponential-e’s Professional Services and the service-specific terms and conditions that are applicable, in addition to Exponential-e’s General Terms. Capitalised terms used in this Service Document which are defined in the General Terms or the Additional Terms set out in Section 6 of this Service Document shall be afforded their defined meanings throughout this Service Document.

2. Professional Services - Overview

2.1 Introduction

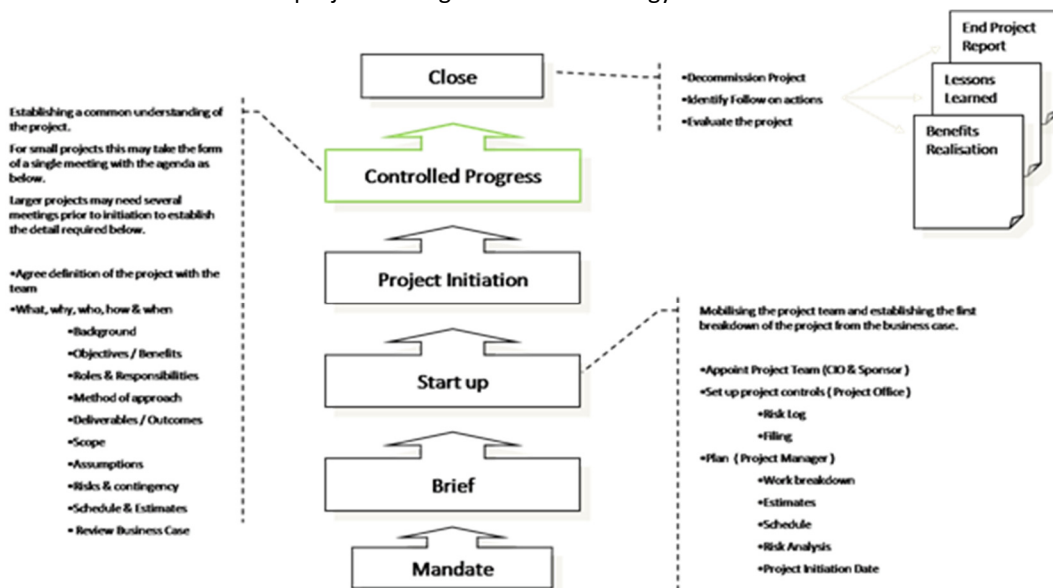
Exponential-e’s Project Management Team provides service-specific professional services relevant to its product portfolio, for all pre & post sale responsibilities. With a dedicated resource provided to each individual bespoke Project Solution it is Exponential-e’s intention to deliver each solution in a controlled manner whilst also managing agreed tolerances of forecasted costs, quality and timescales.

The Team typically consists of a Prince2 Accredited Project Manager (PM), a Provisioning team who aid the Project Manager and deal with the day-to-day administration of the Project, various Consultants/Engineers who are assigned to the Project to provide expert technical knowledge and support and also the Customer Account Manager to oversee and realise the objectives of the Project.

The PM will be assigned to the solution and given responsibility for the successful completion of the Project from pre-order to the solution going live. In order to effectively control and report on the Project the PM will employ the use of a number of Prince2 and generic Project Management tools. These various products can be accompanied by other tools or indeed omitted dependent on the needs of the Project and the Customer. A typical Project will employ the use of a Statement of Work (SOW), Project Plan in the form of a Gantt Chart, a Project Register containing Risk & Issue Logs and Action Register, which are reviewed and provided at an agreed frequency. These are core documents used for each Customer project but it is not an exhaustive list as it may depend on the size and complexity of the Customer’s solution.

2.2 PRINCE2 Project Management Methodology Flow

Exponential-e utilisation of Prince2’s project management methodology is shown below in a visual format:



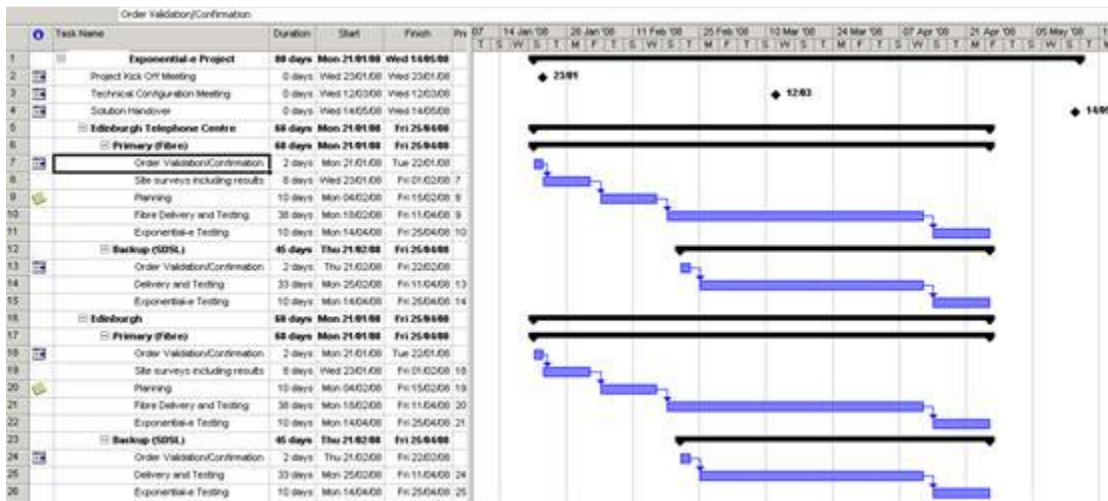
- **Mandate:** The project mandate defines the project subject matter and business outcomes along with appointing at least the Executive of the Project Board.
- **Brief:** This stage identifies the people that will work on the project and agrees their roles and responsibilities. When completed, the brief will also denote how the project will be delivered, where resources will come from and desired delivery dates for the project’s stages.
- **Start-Up:** At this point the project team is appointed and mobilised. Project controls will be set up, including risk analysis and logging, planning, work breakdown, estimates, scheduling and project initiation date.
- **Initiation:** This stage covers four aspects of the project’s implementation:
 - o Scope: A clear statement is reached that defines the constraints of the project - what does and does not fall under the scope of the work - in order to prevent ‘scope-creep’ later on.

- Assumptions: All assumptions made against the business case or project plan are listed and assessed for validity. If actions cannot be taken to establish the validity of assumptions they are reclassified as risks.
- Risks and Contingency: Establishes probability and likelihood of all identified risks, with contingencies and management plans made to reduce key factors driving the risks.
- Schedule and Estimates: Initial schedule and estimates are agreed with a view to reaching a common understanding.
- **Controlled Progress:** This stage covers the delivery of the project products in a controlled, staged approach by the Project Manager. It will include approval by the Project Board for each stage to start and sign off on successful completion, and continuous review of project risks and issues. Each stage will be defined at the start of each Project by Exponential-e with the co-operation of the Customer.
- **Close:** The project has ended and is evaluated and decommissioned. Project details are analysed and final reports produced.

2.3 Project Management Tools

Examples of the mentioned tools are shown below:

Project Plan example-1:



Project Plan example-2:



As is seen in the above examples above each element of a Project is split into logical stages as this enables it to be monitored effectively. The solution shown in example-1 has been split into the individual circuits and in turn those circuits split down to the various stages of the delivery. This helps to assess whether the delivery is on-track and ensure it is contained within tolerances and in doing so gauge whether any part of the delivery requires attention. This assessment is generally completed daily.

2.4 Risk Log

Risk Log example-1:

PROJECT RISK LOG									
No	Risk	Date Raised	Prob	Impact	Containment Actions	Resp	Review Date	Closed	
1	Delivery of circuits within provider's lead time				Continual review of provisioning status through the Provisioning Team.				
2	Hardware delivered on time				Weekly review of stock check of our suppliers and their delivery times.				
4	Extra charges due to third party costs				Review with Provisioning particularly during site surveys and through the Planning Stages.				
5	Wayleave due to Landlord Approval				Review with customer if Landlord's exist, if so, review through Provisioning during Planning.				
6	Other 3rd Party authorisation (council, etc)				Review with Provisioning particularly during site surveys and through the Planning Stages.				
7	Customer site access				Review with customer if any special requirements.				
8	Exponential-e PoP access				Advise provider's that at least 48 hours notice given for access requests.				
Key JF - James Franks Resp - Responsibility Prov - Provisioning Prob - Probability Proc - Procurement (w) - Weekly									

The Risk Log is again used to identify and monitor any particular aspect(s) of the Project which could adversely affect the delivery of the solution within the given tolerances. These risks are monitored as appropriate and reported on weekly.

2.5 Action Register

Action Register example-1:

Action and Decision Register



Action & Decision Register							
Initiative	Exponential-e Solution			Date Last Updated			05/12/07
#	Date Raised:	Action/Decision:	Update:	Assigned to	Date Due	Date Complete	Status
1	09/07	Confirmation of Sungard site	Currently the hot site is planned to be a Sungard site in the Docklands area but we will need final confirmation to progress this order and to offer an estimated delivery date prior to November.	DW	01/08	01/08	C
2	09/07	Circuits to be delivered all at once	AS require the order in one go, Exponential-e will place circuits on hold as necessary to allow them to synchronise and be delivered together.	JF/Prov	21/08	24/08	C
3	09/07	RJ45 Locks for Edinburgh site to be investigated to provide extra security	have since provided us with a description and illustration of the locks to be used.		TBC	11/07	C
4	09/07	Meeting for Exponential-e/VOIP providers	I have forwarded possible dates when Exponential-e are available to meet to discuss VOIP configuration over your network.	JF	06/09	06/09	C

The Action Register is designed to capture any decisions taken at any point during the Project. These are then assigned an owner, a due date and status. Once the decision and action has been completed the task will be closed. It may be necessary further on during the Project lifecycle to re-evaluate these actions and decisions to assess if they are still appropriate following any change(s) in the Project.

2.6 Typical Project Life Cycle

A typical Life Cycle of a Project will include the following elements.

- **Project Plan Submission:** Prior to the order being signed a proposed Project Plan may be submitted with the appropriate Design Document by the appointed PM.
- **Order Stage:** On acceptance of the Customer's Order by Exponential-e the PM will begin to action the Project Plan and the Provisioning Team will order the various circuits/constituent parts of the order from the relevant third party suppliers as directed by the PM. It will be at this point that the PM will contact the customer if introductions have not already been made.
- **Project Kick-off Meeting:** A Project Kick-off Meeting will take place at a location and time convenient for the Customer. The PM will present the Project to the Customer along with various members of the Project Management Team. At the meeting the PM will discuss the Customer's requirements in terms of when the various elements of the Project should be delivered and also the manner and frequency of the reporting

dependent on the Customer's needs. The scheduling of further meetings will also be discussed at this point. The Project Kick-off Meeting is primarily designed to capture the objectives of the Project and what is required for the Customer to sign off the Project on completion, i.e. the quality & acceptance criteria.

- **Reporting:** During the provision of the solution the PM will regularly report to the Customer and any other relevant members of the Customer's team, on the progress of the Project and if it is forecasted to deliver within the pre-defined tolerances.
- **Technical Delivery:** Towards the final stages of the delivery, ordinarily a further meeting will take place with the customer to discuss the Technical requirements of the Project. The PM will chair this meeting and the decisions made will be added to any other decisions already captured during the Project. This will then allow the PM to ensure all people involved realise which elements of the delivery they are responsible for and to what timescales these need to be delivered. It will then be the PM's responsibility to ensure that what is required is delivered.
- **Acceptance Testing:** On delivery of the solution to the customer a testing period will enable all parties to ensure that the solution materially conforms to the Service Document and any relevant service descriptions and/or Design Documentation included in the Contract.
- **Post Project Review:** Following delivery of the solution and completion of the Project a Post Project Review will take place. This review is the Project Manager's report on how well the Project has performed against the Project and the Deliverables, including the original planned cost, schedule and tolerances, and final version of the Project Plan. The Review will capture the Customer's thoughts on how well the PM has managed the Project and if any aspects of the Project could have been conducted in a way to bring further advantage to the process and in turn to the delivery of the solution.

As advised the above constitutes a typical Project Approach but as each solution provided by Exponential-e is bespoke and tailored to the Customer's needs, the Project Approach may also need to be tailored and involve Project Management tools other than those described above.

3. Service Billing and Service Commencement Date

All activities related to the delivery of a Project are scheduled within Normal Business Hours by default. If the Customer requests to re-schedule the activities outside of Normal Business Hours and Exponential-e is able to accommodate this, additional charges shall be applicable pursuant to Clause 3.2 of the Additional Terms below.

The Charges for Professional Services will be subject to provisions outlined in the General Terms and the Additional Terms and as stated in the Order Form. The Charges for Professional Services shall normally be billed in advance upon Order signature unless otherwise agreed in the Contract and save that any Professional Service(s) completed on a 'time and materials' basis shall be billed monthly in arrears.

The Service Commencement Date shall be the earlier of the date that an Exponential-e Project Manager actually commences work on the Project or the date that the Customer signs the Order Form.

4. Acceptance of the Project

The Exponential-e Project Management team will notify the Customer by email that the Project is complete and therefore ready for acceptance. If the Project contains a number of Project Milestones, this Section shall apply to each Project Milestone individually in addition to the Project as a whole.

Customer will acknowledge receipt and acceptance/rejection of the Project (including the Deliverables), including signed timesheets (if applicable), associated with the Statement of Work within five (5) Working Days of such notification in such format as Exponential-e shall provide to the Customer from time to time. If a rejection of the Project (in whole or in part) is not received within this period, the Project (or Project Milestone where applicable) will be deemed acknowledged and accepted.

5. Changes to Services

The Customer and/or Exponential-e may request modifications/additions to the Professional Services, including but not limited to the Statement of Work and what is within scope or out of scope. Such changes shall be requested and processed in accordance with Exponential-e's Change Management Process outlined in the General Terms.

6. Additional Terms

The following terms and conditions apply to the provision of the Professional Services by Exponential-e in addition to Exponential-e's General Terms.

6.1 DEFINITIONS

6.1.1 In the Contract, the following terms shall have the meanings assigned to them below:

“Customer Materials”	any and all materials or Technology that is provided by the Customer to Exponential-e that relate to the provision of the Service(s) and the completion of the Deliverables. Customer Materials shall not be included in the Deliverables unless expressly stated in the Statement of Work (“SOW”).
“Customer Project Manager”	the Customer’s manager for the Project appointed in accordance with Clause 6.5.1.3.
“Deliverables”	all products and materials developed by Exponential-e from the Professional Services that Exponential-e performs pursuant to the SOW in relation to the Project in any media, including without limitation Design Documentation, computer programs, data, diagrams, reports and specifications (including drafts) including any Prior Technology incorporated therein.
“Design Documentation”	means any and all design documents produced by Exponential-e describing the solution and the Project in more detail.
“Exponential-e Project Manager”	means Exponential-e’s project manager appointed in accordance with Clause 6.2.3.
“Exponential-e Project Team”	means the employees selected by Exponential-e to work on the Project and to provide the Service(s) to the Customer.
“Initial Term”	the initial term for which each Service shall be provided to the Customer, starting on the relevant Service Commencement Date and ending (i) when the number of Man Days purchased have expired (where a fixed number of days have been purchased as set out on the Order Form) or (ii) upon completion of the Project (where the Customer has chosen to purchase the Professional Services on a ‘Time and Materials’ basis). For the avoidance of doubt, for the purpose of Professional Services only, this definition replaces the definition contained within the General Terms.
“Man Day”	a day of not less than seven and a half hours spent working on the Project.
“Prior Technology”	means any and all Technology incorporated into the Deliverables that is developed or otherwise created by or on behalf of Exponential-e or licensed by Exponential-e, and which may be improved or modified in the course of developing the Deliverables.
“Project”	the project, as described in the Statement of Work and any additional Design Documentation.
“Project Milestone”	if applicable to the particular Project, a target date by which a part of the Project shall be completed, as specified in the Statement of Works.
“Statement of Work / SOW”	if applicable to the particular Project, the detailed plan describing the Project and setting out the timetable (including Project Milestones) and responsibilities for the provision of the Services by Exponential-e, to be signed by the Customer and, upon execution by both Parties, to be deemed to form part of the Contract. The definition of Contract in the General Terms shall therefore be considered amended accordingly.
“Technology”	means algorithms, approaches, code, concepts, data, designs, developments, documentation, discoveries, expressions, inventions, know how, methodologies, multi-media files, object codes, processes, programs, skills, software, techniques, technology, text, tools, and web pages.

6.2 SERVICE PROVISION

6.2.1 If the Statement of Work and/or Design Documentation are not signed at the same time as the Order Form, Exponential-e shall diligently prepare the Statement of Work and/or the Design Documentation (if applicable) and, within a reasonable time, deliver the same to the Customer for approval (which shall not be unreasonably

withheld or delayed). Exponential-e shall not be liable for any delay to the Project caused by the Customer unreasonably delaying approving the Statement of Work and/or Design Documentation.

- 6.2.2 Exponential-e shall manage and complete the Project, and deliver the Deliverables, in accordance with the Statement of Work and the Design Documentation (where applicable). Without affecting the foregoing, Exponential-e shall allocate sufficient resources to the Project to enable it to comply with this obligation.
- 6.2.3 Exponential-e shall reasonably co-operate with the Customer in all matters relating to the Project and shall appoint a Project Manager, who shall have authority to commit Exponential-e on all day-to-day matters relating to the Project.
- 6.2.4 Exponential-e shall use reasonable endeavours to ensure the continued availability of each member of the Exponential-e's Project Team during the Project. Exponential-e shall promptly notify the Customer if any member of the Exponential-e's Project Team is unable to work due to prolonged absence.

6.3 FEES AND PAYMENT

- 6.3.1 Clause 6.3.2 shall apply if the Service(s) are to be provided on a time-and-materials basis. Clause 6.3.3 shall apply if the Service(s) are to be provided for a fixed price.
- 6.3.2 Where the Service(s) are provided on a time-and-materials basis (or where the Customer has requested Service(s) which is outside the scope of the Statement of Work and a further fixed number of Man Days have not been purchased):
 - 6.3.2.1 the charges payable for the Service(s) shall be calculated in accordance with Exponential-e's standard daily fee rates from time to time in force for Exponential-e's Project Team involved in the supply of the Service(s);
 - 6.3.2.2 Exponential-e's standard daily fee rates are calculated on the basis of a Man Day worked during Normal Business Hours;
 - 6.3.2.3 Exponential-e shall be entitled to charge on a pro-rata basis for part-days worked by Exponential-e's Project Team;
 - 6.3.2.4 Exponential-e shall be entitled to charge at 1.5 times the prevailing standard daily/hourly fee rates for work performed outside of Normal Business Hours at the Customer's request on a Working Day;
 - 6.3.2.5 Exponential-e shall be entitled to charge at 2 times the prevailing standard daily/hourly fee rates for work performed outside of the Working Day at the Customer's request;
 - 6.3.2.6 Exponential-e shall, upon the Customer's request, ensure that the members of Exponential-e's Project Team complete time sheets recording time spent on the Project, and Exponential-e shall use such time sheets to calculate the charges covered by each monthly invoice; and
 - 6.3.2.7 Exponential-e shall invoice the Customer monthly in arrears for its charges for time, expenses and materials for the month concerned, calculated as provided in this Clause 6.3. Each invoice shall set out the time spent by each member of Exponential-e's Project Team and provide a detailed breakdown of any expenses and materials, accompanied by the relevant receipts.
- 6.3.3 Where the Service(s) are provided for a fixed price or fixed number of Man Days, the total price for the Service(s) shall be the amount set out in the Order. The Charges shall become invoiceable upon signature of the Order Form unless otherwise agreed between the Parties in the Contract. Where Exponential-e, at its sole discretion, agrees to allow the Customer to pay in stages, the relevant stages and Project Milestones to be completed prior to an invoice being issued at each stage shall be agreed between the Parties and detailed in the Contract.
- 6.3.4 Exponential-e's charges on a time-and-materials basis exclude the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably and properly incurred by members of Exponential-e's Project Team in connection with the Service(s), and the cost of any materials or services reasonably and properly provided by third parties required by Exponential-e for the supply of the Service(s). Such expenses, materials and third party services shall be invoiced by Exponential-e at cost price and in accordance with the expenses limits as set out in the Statement of Work. Exponential-e shall obtain the Customer's approval before incurring any such expense, material or service exceeding a fixed amount agreed by the Customer or if no amount is so specified then £500 per item; and
- 6.3.5 Exponential-e shall be entitled to increase the Charges for Service(s) where Exponential-e can reasonably demonstrate that such an increase is due to an increased cost of providing the Service(s) solely caused by (i) a

third party supplier price increase (following thirty (30) days written notice) and/or (ii) legal or regulatory change (upon immediate written notice) and/or (iii) charges are incurred due to a delay caused by the Customer's actions or omissions. For the avoidance of doubt, any such increase will not exceed the increased cost incurred by Exponential-e in providing the Service(s). Exponential-e will provide reasonable documentary evidence to support such price increase to the Customer, upon request.

- 6.3.6 Due to the nature of the work to be undertaken by Exponential-e both Parties accept that it may be necessary to alter or adapt such services and that any additional works required may not be included in any fixed Charges detailed in an Order (such as where the Customer requests Service(s) which are 'out of scope'). The Parties therefore agree that Exponential-e may revise the Charges in light of any to the Service(s) made pursuant to the Change Management Process. Until such revised Charges are accepted in writing by the Customer, Exponential-e shall not be obliged to commence work or alter or adapt the Service(s) and shall not be liable for any delay caused by the Customer failing to approve such additional Charges.
- 6.3.7 The Customer shall provide the Exponential-e Project Manager with prior notice of postponements or delays at least ten (10) Working Days in advance of the scheduled event. If Exponential-e is not reasonably able to 'work-around' the postponement or delay, especially in instances where the Service(s) require participation by Customer personnel that become unavailable, Exponential-e shall be entitled to charge the Customer for the time lost and the reasonable additional expenses incurred due to such delays or postponements at Exponential-e standard hourly rates.

6.4 ADDITIONAL EXPONENTIAL-E OBLIGATIONS AND WARRANTIES

- 6.4.1 Exponential-e shall use reasonable endeavours to manage and complete the Project, and to deliver the Deliverables to the Customer, in accordance in all material respects with the Statement of Work and/or the Design Documentation where applicable.
- 6.4.2 Exponential-e warrants that the Services to be performed hereunder will be done in a workmanlike manner and shall conform to the standards of the information technology and telecommunications industry. Customer must notify Exponential-e of any failure to so perform within five (5) days after the completion of the Services. Exponential-e's entire liability and Customer'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) terminate the SOW and refund that portion of any fees received that correspond to such failure to perform.

6.5 CUSTOMER OBLIGATIONS AND WARRANTIES

- 6.5.1 The Customer shall:
- 6.5.1.1 provide, in sufficient time to enable Exponential-e to perform and/or provision the Service(s), such information, co-operation and support as Exponential-e may reasonably require pursuant to the Contract and in order to carry out the Project and the Service(s) and the Customer shall ensure that all information the Customer provides is accurate in all material respects; and
- 6.5.1.2 provide Exponential-e with reasonable office and information technology facilities as are reasonably required by Exponential-e to perform its obligations under the Contract; and
- 6.5.1.3 appoint a Project Manager, who shall have the authority to commit the Customer on all matters relating to the Project; and
- 6.5.1.4 within five (5) Working Days of termination of the Contract, return to Exponential-e by same day courier any Prior Technology in the Customer's possession.
- 6.5.2 The Customer shall not (and shall procure that all users of the Service(s) shall not):
- 6.5.2.1 allow any unauthorised user or third party access to, or use of, the Prior Technology and shall take all reasonable security measures to prevent the same; and/or
- 6.5.2.2 add to, modify or interfere in any way with the Prior Technology.
- 6.5.3 The Customer's compliance with this Clause 6.5 shall be entirely at the Customer's cost.

6.6 INTELLECTUAL PROPERTY

- 6.6.1 All Intellectual Property Rights in the Contract (including this Service Document, the Statement of Work, the Deliverables and the Design Documentation) and any Prior Technology (the "Exponential-e Materials") issued or created by Exponential-e pursuant to it, shall at all times remain the property of Exponential-e.
- 6.6.2 Nothing in the Contract shall act to transfer any Intellectual Property Rights in respect of the Service(s) or the

Exponential-e Materials to the Customer but Exponential-e shall, upon payment in full by the Customer and to the extent that the Exponential-e Materials are contained in the Deliverables, licence the right for the Customer to use the Exponential-e Materials on a non-exclusive, non-transferable without rights to sub-licence, royalty-free, worldwide basis for the term of the Contract to such an extent it is necessary to do so to enable the Customer to make reasonable use of the Deliverables. The Customer may also make, for internal use only, a reasonable number of copies of the original Deliverables and Exponential-e Materials in amounts reasonably necessary for Customer's internal use. Customer shall not sublicense or otherwise transfer to any third party Exponential-e's Materials or the Deliverables and must not modify, alter, decompile, dis-assemble, reverse-engineer, or create derivative works from the Deliverables.

- 6.6.3 The Customer acknowledges that where Exponential-e does not own the Exponential-e Materials, the Customer's use of Exponential-e Materials is conditional upon Exponential-e obtaining a written licence (or sub-licence) from the relevant licensors on such terms as will entitle Exponential-e to licence such rights to the Customer. The Customer is obliged to comply with any End User Licence Agreements from time to time in force and where necessary inform Exponential-e of the number of users using the Software if Exponential-e's licensors require such information as a condition of supplying such licences.
- 6.6.4 Exponential-e warrants that any Exponential-e Materials and its use by the Customer for the purpose of receiving the Service(s) will not infringe any Intellectual Property Rights of any third party and Exponential-e shall indemnify and keep the Customer indemnified and hold the Customer harmless from and against all losses, liabilities, damages, reasonable costs, claims, demands and reasonable expenses arising out of, or in relation to, third party claim arising out of, or in relation to any breach by the Exponential-e of this Clause 6.6.4. Exponential-e shall only be liable to indemnify pursuant to this Clause provided that: (i) Exponential-e is promptly notified of any such claim; (ii) Exponential-e is given sole control of the claim and the freedom to defend or settle the claim as it deems fit; (iii) the Customer provides all reasonable assistance to Exponential-e at Exponential-e's cost in respect of the claim; (iv) the Customer makes no statements or admits any liability in respect of the claim; (v) the claim does not arise from the use of the Exponential-e Materials otherwise than as permitted under the Contract; (vi) the claim does not arise from the combining of the Exponential-e Materials with any other materials, services or equipment not supplied by Exponential-e; (vii) the claim does not arise from any modification to the Exponential-e Materials not carried out or authorised in writing by Exponential-e.
- 6.6.5 The Customer warrants that any Intellectual Property Rights in any Customer Materials provided by the Customer in connection with the Service(s) belong to the Customer or is appropriately licensed by the Customer from any third party.
- 6.6.6 The Customer hereby grants to Exponential-e a non-exclusive, worldwide, irrevocable (save upon termination of the Contract), royalty-free, non-transferable license under Customer's Intellectual Property Rights in the Customer Materials necessary for Exponential-e to use, make, copy, modify and create derivative works of the Customer Materials for the purpose of developing and testing the Deliverables.
- 6.6.7 All Exponential-e Materials supplied by Exponential-e to the Customer shall at all times be and remain the exclusive property of Exponential-e, but shall be held by the Customer in safe custody at the Customer's risk and maintained and kept in good condition by the Customer until returned to Exponential-e, and shall not be disposed of or used other than in accordance with Exponential-e's written instructions or authorisation.
- 6.6.8 This licences granted under this Clause 6.6 shall terminate automatically upon termination of the Contract for any reason.

6.7 TERM AND TERMINATION

- 6.7.1 Save in the event that the Project is for a fixed Initial Term (in which case the Contract shall automatically expire after completion of that Initial Term unless otherwise extended by agreement of the Parties), Exponential-e shall continue to provide the Service(s) until completion of the Project.
- 6.7.2 In the event of termination of an individual Service by the Customer and/or the termination of the Contract by the Customer without cause, the Customer shall be liable to pay the following charges for such early termination:
- a. where cancelled less than 3 days prior to the scheduled commencement of the Service(s)

- 100% of the Charges due to be paid for the Service(s) or remaining Service(s) if the Service(s)
- b. where cancelled between 4 and 7 days (inclusive) prior to the scheduled commencement date of the Service(s)
 - 75% of the Charges due to be paid for the Service(s)
- c. where cancelled between 8 and 15 days (inclusive) prior to the scheduled commencement date of the Service(s)
 - 50% of the Charges due to be paid for the Service(s)
- d. where cancelled after 16 days prior to the scheduled commencement date of the Service(s)
 - 20% of the Charges due to be paid for the Service(s)

For the avoidance of doubt in sub-clauses (a) to (d) above these charges for early termination shall also apply where a Customer has already received partial Service(s) and is terminating the remainder of the Service(s) (such as where a Customer seeks to terminate between Project Milestones and earlier Project Milestones have already been completed).

6.7.3 Clauses 6.3 (Fees and Payment), 6.5 (Additional Customer Obligations), 6.6 (Intellectual Property) and 6.7 (Term and Termination) shall survive termination and continue in full force and effect.

6.8 COMPLAINTS PROCEDURE

6.8.1 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.

6.9 DATA PROCESSING

6.9.1 Where the provision of the Professional Services will result in Exponential-e Processing Customer Personal Data, Exponential-e will at the Customer's request agree to include a data processing addendum within the Statement of Work (where applicable) setting out such details as the subject-matter of the Processing and the nature of the Processing to be undertaken.