

SCHEDULE D: SERVICE MANAGEMENT

1. Service Management Service Description

Exponential-e's Service Management Service provides the Partner / End User with a Service Manager for the number of Man Days set out on the Order Form. The Service Manager will be responsible for the operational performance of the Services. The core responsibilities of the Service Manager are:

- Attending face-to-face Service Review Meetings with the Partner / End User at a frequency of once per calendar month where at least twelve (12) days' per annum worth of Service Management is contracted and at a frequency of once per calendar quarter where at least four (4) days' per annum worth of Service Management is contracted;
- Identifying and agreeing the implementation of tactical changes to improve service quality and efficiency;
- Providing a primary point of escalation for the Partner / End User;
- Overseeing the impact of the delivery of any projects on the Services;
- Owning any service improvement plan that may be jointly defined by Exponential-e and the Partner / End User;
- Reporting on all regular project, programme, and on-going activities;
- Working closely with the Service Desk during faults or incidents affecting the services in the End User solution; and
- In the event of any incidents, producing an incident report that provides an overview of the sequence of events and the root cause, and capturing any corrective actions to be taken.

The Service Manager's schedule will be determined through mutual agreement between Exponential-e and the Partner / End User at least 30 days in advance. The Service Manager will be free to undertake other work as assigned by Exponential-e on days not allocated to the Partner. The Service Manager and the Partner / End User shall work together to agree the content and format of deliverable reports and agree the format, location and agenda for Service Review Meetings within thirty (30) days of Order acceptance.

2. Service Commencement Date

The Service Commencement Date of Service Management for the purposes of invoicing the Service Management Charges, shall be the earlier of (i) the date that the Service Manager attends his/her first meeting with the Partner / End User and (ii) the Service Commencement Date of the first other Service under the applicable Contract (if applicable).

3. Additional Terms

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

3.1 DEFINITIONS

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

“**Man Day**” a cumulative amount of time of not less than seven and a half hours spent working during Normal Business Hours;

3.2 PARTNER OBLIGATIONS

3.2.1 The Partner shall (and shall procure that the End User shall):

3.2.1.1 provide, in sufficient time to enable Exponential-e to perform the Service, such information, co-operation and support as Exponential-e may reasonably require pursuant to the Contract and in order to carry out the Service and shall ensure that all information provided is accurate in all material respects; and

3.2.1.2 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

3.2.1.3 appoint a Service Manager, who shall have the authority to commit the Partner / End User on all matters relating to the Service.

3.3 The Partner's compliance with Clause 3.2 shall be entirely at the Partner's cost.