

**SCHEDULE F: BESPOKE PROFESSIONAL SERVICES****1. Bespoke Professional Services Description**

Exponential-e's bespoke professional services provides the Partner / End User with professional services as set out in a Statement of Work (SOW) signed with the Partner. The definition of Contract in the General Terms shall be considered amended accordingly to include the SOW. Bespoke Professional Services are provided on a fixed charge basis, not on a time and materials basis.

**2. Additional Terms**

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

**2.1 DEFINITIONS**

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

**"Deliverables"** all materials to be produced and delivered by Exponential-e to the Partner / End User pursuant to the provision of the Bespoke Professional Services, as specifically referred to in the Statement of Work;

**"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;

**"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.

**2.2 FEES AND PAYMENT**

2.2.1 Exponential-e's charges exclude the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably and properly incurred by members of Exponential-e's Professional Services Team in connection with the Bespoke Professional Services to be provided. Such costs and expenses 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 Partner's approval before incurring any such expense, material or service exceeding any fixed amount agreed with the Partner in the Statement of Work or if no amount is so specified then £500 per item.

2.2.2 The Partner shall provide Exponential-e with prior notice of postponements or delays at least ten (10) Working Days in advance of the scheduled commencement of any professional services activity. If Exponential-e is not reasonably able to 'work-around' the postponement or delay, especially in instances where the Service(s) require participation by Partner / End User personnel that become unavailable, Exponential-e shall be entitled to charge the Partner for the time lost and the reasonable additional expenses incurred due to such delays or postponements at Exponential-e standard hourly rates.

**2.3 ADDITIONAL EXPONENTIAL-E OBLIGATIONS**

2.3.1 Exponential-e shall use reasonable endeavours to manage and complete the Bespoke Professional Services, and to deliver the Deliverables to the Partner / End User, in accordance in all material respects with the Statement of Work.

2.3.2 The Partner must notify Exponential-e of any failure perform the Services in accordance with the Contract within five (5) days after the relevant performance. Exponential-e's entire liability and 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.

**2.4 PARTNER OBLIGATIONS**

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

- 2.4.1.1 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 shall ensure that all information provided is accurate in all material respects; and
- 2.4.1.2 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
- 2.4.1.3 within five (5) Working Days of termination of the Contract, return to Exponential-e by same day courier any Prior Technology in the Partner's / End User's possession; and
- 2.4.1.4 comply with any Partner / End User responsibilities and obligations set out in the Statement of Work.
- 2.4.2 The Partner shall not (and shall procure that its staff, contractors and agents and the End User shall not):
  - 2.4.2.1 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
  - 2.4.2.2 add to, modify or interfere in any way with the Prior Technology.
- 2.4.3 The Partner's compliance with this Clause 2.4 shall be entirely at the Partner's cost.

## 2.5 INTELLECTUAL PROPERTY

- 2.5.1 All Intellectual Property Rights in the Contract (including this Service Document, the Statement of Work and the Deliverables) 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.
- 2.5.2 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 Partner / End User but Exponential-e shall, upon payment in full by the Partner and to the extent that the Exponential-e Materials are contained in the Deliverables, licence the right for the Partner / End User 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 Partner / End User to make reasonable use of the Deliverables. The Partner / End User 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 the Partner's / End User's internal use. The Partner / End User 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.
- 2.5.3 The licences granted under this Clause 2.5 shall terminate automatically upon termination of the Contract for any reason.

## 2.6 TERM AND TERMINATION

- 2.6.1 No Initial Term applies to Bespoke Professional Services.
- 2.6.2 In the event of termination of the Bespoke Professional Services by the Partner and/or the termination of the Contract by the Partner without cause, the Partner shall be liable to pay the following charges for such early termination:
  - a) where cancelled less than 4 days prior to the scheduled commencement of the Service(s), 100% of the Charges due to be paid for 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).
- 2.6.3 Clause 2.2 (Fees and Payment), Clause 2.4 (Partner Obligations), Clause 2.5 (Intellectual Property) and Clause 2.6 (Term and Termination) shall survive termination and continue in full force and effect.

## 2.7 DATA PROCESSING

- 2.7.1 Where the provision of the Professional Services will result in Exponential-e Processing Partner Personal Data, Exponential-e will at the Partner's request agree to include a data processing addendum within the Contract setting out such details as the subject-matter of the Processing and the nature of the Processing to be undertaken.