

# G-CLOUD SUPPLIER TERMS

RM1557.14 G-Cloud 14 (Lots 1, 2, 3)



Crown  
Commercial  
Service  
Supplier



ISO  
9001  
Quality  
Management

ISO  
27001  
Information Security  
Management

ISO/IEC  
20000-1  
Information Technology Service  
Management

CSA STAR  
Cloud Security

ISO  
22301  
Business  
Continuity  
Management

ISO  
50001  
Energy  
Management

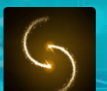
ISO  
14001  
Environmental  
Management

BS  
10012  
Data  
Protection

ISO  
27017  
Security Controls  
for Cloud Services

## CCS Approved Supplier:

RM1557.14 G-Cloud 14, RM3764.3 Cyber Security Services 3 DPS, RM6116 Network Services 3, RM6100 Technology Services 3, RM1043.8 Digital Outcomes (DOS) v6, RM6095 Gigabit Capable Connectivity DPS, RM3825 HSCN DPS, RM6094 SPARK DPS



# Table of Contents

<b>Introduction.....</b>	<b>5</b>
Purpose of Document .....	5
Structure of Document .....	5
Interpretation .....	5
<b>Section A: Terms and Conditions for All Services.....</b>	<b>10</b>
1. Customer Site Access.....	10
2. Risk, Title and Warranty .....	11
3. Service Provision, Modifications & Maintenance .....	11
4. Fees, Payment and Invoicing Procedure.....	12
5. Not Used.....	13
6. Intellectual Property & Licencing, Customer Content and Data Protection .....	13
Intellectual Property and Licensing .....	13
Customer Content.....	14
Data Protection .....	15
7. Portal Access & User Identifications.....	17
8. Supplier Obligations & Warranties.....	17
9. Customer Obligations & Warranties .....	18
10. Supplier's Termination Rights.....	21
11. Customer Cancellation .....	21
12. Consequences of Termination.....	21
13. Suspension .....	22
14. Complaints Procedure.....	23
15. Data Protection Measures .....	23
16. Export Compliance.....	23
<b>Section B: Additional Terms &amp; Conditions for all Cloud &amp; IT Services</b>	
<b>.....</b>	<b>24</b>
1. Definitions .....	24

2. General Service Provision.....	24
3. Service Modifications & Maintenance.....	25
4. Term and Termination.....	25
5. Limitation of Liability.....	25

## **Section C: Additional Terms and Conditions for all Voice Services.26**

1. Definitions .....	26
2. Service Provision .....	27
3. Numbers .....	27
4. Additional Customer Obligations .....	27
5. Term and Termination.....	28
6. Suspension .....	28
7. Customer Premises Equipment (CPE) .....	29
8. PSA Code of Practice .....	29
9. Rebate .....	30

## **Section D: Additional Terms and Conditions for Professional Services.....30**

1. Definitions .....	30
2. Service Provision .....	31
3. Fees and Payment.....	31
4. Additional Supplier Obligations & Warranties .....	33
5. Customer Obligations & Warranties .....	33
6. Intellectual Property .....	34
7. Term and Termination.....	35

## **Section E: Additional Terms and Conditions for Management Services.....36**

1. Definitions .....	36
2. Service Provision .....	36
3. Additional On-Boarding .....	37
4. Customer Responsibilities.....	37
5. Fees.....	37

<b>Section F: Additional Terms and Conditions for Connectivity Services.....</b>	<b>38</b>
1. Definitions .....	38
2. Service Provision .....	38
3. Aborted Customer Site Visit and Expedite Fees.....	40
4. Fees and Payment.....	40
<b>Section G: Additional Terms and Conditions for Email Security Services.....</b>	<b>41</b>
1. IP Infringement.....	41
2. Suspension .....	41
<b>Section H: Additional Terms and Conditions for Contact Centre as a Service (CCaaS) .....</b>	<b>41</b>
1. Definition.....	41
2. Use of the Services .....	42
3. Customer Content & Data .....	43
4. Authorised Users .....	43
5. Customer Obligations.....	44
6. Suspension .....	44
7. Term and Termination.....	44
8. Intellectual Property Rights .....	45
9. Indemnities .....	45
<b>Section I: Additional Terms and Conditions Managed CSOC (Cyber Security Operations Centre) + AlienVault + Sentinel + Threat Intelligence.....</b>	<b>46</b>
<b>Section J: Additional Terms and Conditions for Vulnerability Management (Outpost 24) + Scanning .....</b>	<b>47</b>
1. Definitions .....	47
2. Overages .....	47
3. Warranties .....	48
<b>Section K: Additional Terms and Conditions for Single Vendor Secure SASE.....</b>	<b>48</b>

---

1	Additional Terms .....	48
<b>Section L: Additional Terms and Conditions for Azure-Based Services.....</b>		<b>50</b>
1.	Definitions .....	50
2.	Additional Terms .....	50
<b>Section M: Additional Terms and Conditions for Privileged Access Management (PAM) &amp; Identity as a Service (IDaaS).....</b>		<b>52</b>
1.	Additional Terms .....	52
<b>About Exponential-e .....</b>		<b>54</b>
Introduction.....		54
Our Network .....		54
Our Accreditations .....		55
Public Sector Framework Presence .....		55
Our Promise .....		55
Exponential-e’s Approach .....		56
Thought Leadership and Applied Innovation .....		57
Meeting our Brand Promise .....		58

# Introduction

## Purpose of Document

This document contains terms and conditions which should be read in conjunction with the Framework Agreement including the G-Cloud 13 Call Off Contract.

## Structure of Document

This document is structured as follows:

- ✓ Section A: applies to all Supplier Services save as set out otherwise herein
- ✓ Section B: applies to all Cloud & IT Services in addition to Section A
- ✓ Section C: applies to all Voice Services in addition to Section A
- ✓ Section D: applies to all Professional Services in addition to Section A.
- ✓ Section E: applies to all Management Services in addition to Section A.
- ✓ Section F: applies to all Connectivity Services in addition to Section A.
- ✓ Section G: applies to all Email Security Services in addition to Section A.
- ✓ Section H: applies to Contact Centre as a Service (CCaaS) in addition to Section A.
- ✓ Section I: applies to Managed CSOC (Cyber Security Operations Centre) + AlienVault + Sentinel + Threat Intelligence
- ✓ Section J: applies to Vulnerability Management (Outpost 24) + Scanning in addition to Section A.
- ✓ Section K: applies to Single Vendor Secure SASE
- ✓ Section L: applies to Azure-Based Services in addition to Section A
- ✓ Section M: applies to Privileged Access Management (PAM) & Identity as a Service (IDaaS).

## Interpretation

Terms defined in the Call off Contract shall be afforded the same meaning herein as given therein, save where an alternate definition is provided below. The terms and expressions set out below shall have the meanings described below.

“Acceptable Use Policy”	the acceptable use policy document of the Supplier (to the extent applicable to a Service) as current from time to time (copy available from the Supplier upon request, including via
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	sales@exponential-e.com and/or at URL <a href="http://www.exponential-e.com/customer-terms">http://www.exponential-e.com/customer-terms</a> .
“Azure-Based Service”	the following Services: Azure Stack (Hub, Edge, HCI). Azure Cloud Services
“Annual Charge”	the on-going fee for the provision of the Service(s), as detailed on the Order Form (and, if applicable, as amended in line with the Call Off Contract).
“Call Off Contract”	an Order Form together with (i) the applicable Service Definition; and (ii) the Call Off Terms (of which these Supplier Terms form part).
“Cloud & IT Services”	the following Services: Cloud Online Backup Object Storage S4 Secure DR as a Service (DRaaS) Hybrid Cloud Infrastructure as a Service + VMWare Hyper Converged Infrastructure (HCI) + VMWare Cloud Management Platform Hosted Virtual Desktop (Citrix VDI) Dedicated Backup (Dell) CyberVault for Unstructured Data CyberVault for Dedicated Backup PACS/Digital Pathology Platform as a Service (PaaS) High Performance Storage (Isilon/Powerscale).
“Connectivity Services”	the following Services: Crown Hosting DC GovConnect Cloud Connectivity and any connectivity service element forming part of any other Service including but not limited to wide area network connections and internet access.
“CPE”	Supplier Equipment located at the Customer Site(s).



“Customer Contact”	the Customer’s authorised representative specified as such in the Call Off Contract, nominated to liaise and work with Supplier in connection with the Service(s).
“Customer Content”	the works of authorship, marks, data, information, materials and other content that is sent, received, transmitted, hosted, stored, replicated or otherwise made available by means of the Service(s), including (without limitation) names, domain names, logos, designs, computer software, recorded visual imagery (including video recordings and photographs), sounds, audio materials (including master recordings), musical compositions (including arrangements and lyrics), graphics (including animation), textual matter, and any combination of the above. For the avoidance of doubt, Customer Content does not include Materials. All Customer Content is and will remain the property of Customer.
“Customer Networks”	the local area network, network equipment, computer systems and local cable infrastructure at the Customer Premises, to which the Service(s), Supplier Equipment will be connected.
“Customer Site(s)”	The customer locations at which the Service(s) will be provided (if applicable), as specified on the Order Form, which shall include any Customer co-location rack(s) within the Supplier’s data centres (if applicable).
“Customer Personal Data”	any Personal Data in respect of which, for the purpose of the Call Off Contract, the Customer is the Data Controller.
“Digital Marketplace”	the government marketplace where Services are available for Customers to buy. ( <a href="https://www.digitalmarketplace.service.gov.uk/">https://www.digitalmarketplace.service.gov.uk/</a> ).
“Documentation”	any documentation provided by the Supplier for the purpose of providing the Service(s).
“DP Laws”	(i) the Data Protection Act 2018 (and any re-enactment or replacement thereof); and (ii) the GDPR.
“Due Date”	the due date for payment of an invoice as set out in Clause 4.5.
“End User”	any party who has been given access to the Service(s) by the Customer, and any person who gains access to the Service(s) as a result of the Customer’s failure to use reasonable security



	precautions, even if such use was not authorised by the Customer.
“Exit Management Plan”	any plan agreed between the parties in writing prior to expiry or upon termination of the Call Off Contract to facilitate the orderly provision of Replacement Services.
“GDPR”	European Union’s General Data Protection Regulation (EU)2016/679.
“Installation Service”	the preparatory work (if any) to be carried out by the Supplier to enable the Customer to receive the Service(s).
“Licensors”	the third party licensors of the Software (if any).
“Major Change”	any change which has a material negative impact on the performance of the Service(s) and/or results in any additional charges being payable by the Customer.
“Management Service(s)”	<p>the following Services:</p> <p>UK Based Managed Services (AWS, Azure, Private Cloud, O365)</p> <p>UK Based Flexible Support Services</p> <p>Azure Cloud Managed Service</p> <p>and any managed service element forming part of any other Service.</p>
“Materials”	all literary works or other works of authorship (such as computer programs, program listings, programming tools, Documentation, reports, drawings and similar works) that are developed or provided by the Supplier to Customer pursuant to the Call Off Contract or otherwise in connection with the Service(s).
“Normal Business Hours”	9:00 a.m. to 5:30 p.m. on any Working Day.
“Pay As You Go Service”	services described as such in the applicable Service Definition, and designated as such on the Order Form, which are provided on the basis that there is no Term and no commitment to paying an Annual Charge.
“Personal Data”	shall have the meaning set out in the DP Laws.
“Portal”	a Customer-facing control panel which may allow the Customer to have some level of visibility and/or control over the Service(s).
“Processing”	shall be construed in accordance with the DP Laws.

“Processor”	shall be construed in accordance with the DP Laws.
“Professional Services”	<p>the following Services:</p> <p>Cloud Readiness Assessment</p> <p>Cyber Security Diagnostics Assessment</p> <p>GDPR Controls Review</p> <p>Digital Transformation Services</p> <p>Microsoft 365 Planning &amp; Migration</p> <p>Contact Centre Maturity Assessment</p> <p>DevOps Maturity Assessment</p>
“Portal Terms of Use”	the terms of use applicable to, and accessible via, any Portal.
“Purchased Equipment”	the equipment (if any) purchased by the Customer and sold by the Supplier in conjunction with the provision of a Service, as specified in the Call Off Contract;
“Rate Card”	the details of the Usage Charges (if any) provided in the Supplier’s Pricing Documents submitted in its G Cloud 12 Catalogue.
“Service(s)”	the service(s) to be provided by the Supplier to the Customer as set out on the Order Form and further explained in the applicable Service Definition.
“Service Commencement Date”	the date on which a Service is handed over to the Customer.
“Service Definition”	the description of a Service set out in the document provided by the Supplier as part of Schedule 1 of the Call Off Call Off Contract.
“Set Up Fee”	the one-off charge for the provision of the Service(s), as detailed on the Order Form.
“Sub-Processor”	shall be construed in accordance with the DP Laws.
“Supplier Equipment”	the equipment owned by the Supplier and/or its suppliers, used in order to provide the Service(s).

“Supplier Site”	the location(s) where the Service(s) will be provided from (if applicable) as set out on the Order Form or otherwise detailed in the Service Definition.
“Target Service Commencement Date”	the date by which the Supplier shall use reasonable endeavours to handover the Service(s), as detailed by the Supplier from time to time.
“Term”	the initial term for which each Service shall be provided to the Customer (if applicable), as set out on the Order Form and calculated from the Service Commencement Date for that Service or as otherwise specified in the applicable Service Definition. The Term is not applicable to Pay As You Go Services.
“Usage Charge”	the variable Charges (if any) for use of a Service, charged in accordance with the Rate Card and calculated on the basis of the usage information collected by the Supplier’s monitoring and reporting systems.
“User Identification”	A unique code or codes, such as a user ID or a password, which enable access to the Portal(s).
“Voice Services”	means the following: Hosted Cloud Telephony/Unified Communications as a Service (UCaaS) Teams Calling as a Service (Microsoft) SIP Trunking Service.
“Working Day”	Monday to Friday (inclusive), excluding all public and bank holidays in England and Wales.

## Section A: Terms and Conditions for All Services

### 1. Customer Site Access

- 1.1 The Customer shall provide the Supplier with such access to the Customer Site(s) as the Supplier shall reasonably require in order to carry out its obligations and/or exercise its rights, subject to reasonable advance notice. Any period of delay in providing the

Supplier with access to the Customer Site(s) shall be excluded from service level calculations.

- 1.2 The Customer shall ensure that the Supplier personnel have a safe working environment at the Customer Site(s). The Supplier will comply with all reasonable health and safety and security policies applicable to the Customer Site(s), provided in writing prior to, or at the time of entry to, the Customer Site(s).

## 2. Risk, Title and Warranty

- 2.1 On delivery of each item of the Supplier Equipment (if applicable) and Purchased Equipment, full risk of damage to, or loss of, such equipment shall pass to the Customer. The Customer shall be responsible for the safety, safe custody and safe use of the Supplier Equipment and the Purchased Equipment whilst it is in the Customer's custody and the Customer shall be liable to the Supplier for any loss or damage to the Supplier Equipment except for (i) fair wear and tear and (ii) any loss or damage caused by the negligent act or omission of the Supplier.
- 2.2 On full payment of the applicable purchase Charges, title in the Purchased Equipment shall pass to the Customer. If the purchase Charges are not paid in full, then title in the Purchased Equipment shall not pass to the Customer and without prejudice to the Supplier's other rights and remedies, the Supplier reserves the right to recover and resell the Purchased Equipment and, for that purpose, the Customer grants to the Supplier an irrevocable licence to enter the premises where the Purchased Equipment is located during Normal Business Hours following two (2) Working Days' notice. The Customer shall keep the Purchased Equipment wholly identifiable and distinguishable from other goods until such time that title passes to the Customer. For the avoidance of doubt, nothing in the Contract shall act to transfer ownership of any Supplier Equipment to the Customer.

## 3. Service Provision, Modifications & Maintenance

- 3.1 Where the Service has a Target Service Commencement Date, the Supplier will notify the Customer in writing when it is ready to hand-over a Service to the Customer. Where a Service does not have a Target Service Commencement Date (such as Professional Services) the Supplier shall inform the Customer in writing when it is ready to commence performance of such Services. Following handover of the Service(s), the Customer shall carry out any testing it requires on the Service(s) to verify that the Service(s) have been provided as per the Call Off Contract, as soon as possible and in any event within five (5) Working Days of handover. Any issues advised to the Supplier after the expiry of this five (5) Working Day period will be dealt with as an in-service fault.

- 3.2 The Customer acknowledges that error-free operation of the Service(s) cannot be, and is not, guaranteed.
- 3.3 Where the Supplier agrees to delay the Service Commencement Date following the Customer's written request or the Target Service Commencement Date is not met as a result of the Customer's delay or failure to fulfil its obligations hereunder, the Annual Charge for that Service shall be payable from the Target Service Commencement Date for that Service unless otherwise agreed in writing by the Parties. Nothing in this clause shall oblige the Supplier to agree to any delayed handover of the Service(s).
- 3.4 The Supplier reserves the right at any time to make any modification, change or addition to, or replacement of, any Service (or part thereof) or the Supplier Equipment, where (i) this is required to conform with any applicable safety or statutory requirements; or (ii) such modification, change, addition or replacement is not a Major Change and provided that it is carried out at the Supplier's expense. The Supplier reserves the right to modify the Service(s) where required to do so by a third party supplier, or in order to improve, maintain or develop the Service(s). The Supplier shall further have the right, by serving notice to the Customer, to amend these Supplier Terms at any time when this is required to comply with any regulations.
- 3.5 The Service(s) (or the component parts thereof) will be subject to the service levels set out in the applicable Service Definition on the Digital Marketplace.
- 3.6 Any time incurred by the Supplier in investigating alleged faults or non-conformities with the Service(s) notified to it by the Customer, which are later found not to have existed, may be charged to the Customer in accordance with the Supplier's then-current standard rates together with any third party costs incurred in investigating the same. The Customer shall be entitled to see reasonable documentary evidence attesting to such third party costs.
- 3.7 The Supplier reserves the right to carry out planned and emergency works in respect of the Service(s) in accordance with the applicable Service Document(s). The Customer acknowledges that this may result in the non-availability of, or other impact to, their Service(s) whilst such works are carried out.

## 4. Fees, Payment and Invoicing Procedure

- 4.1 Any one-off or non-recurring charges shall become invoiceable upon signature of the Order Form/change order.
- 4.2 Subject to Clause 3.3, the Annual Charge (where applicable) shall be payable from the Service Commencement Date in accordance with the payment frequency set out on the Order Form.
- 4.3 Usage Charges (if applicable) shall be invoiceable monthly in arrears.
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- 4.4 All Charges are payable in sterling and are exclusive of Value Added Tax and any other applicable taxes which shall be payable by the Customer in addition in the manner prescribed by law.
- 4.5 Invoices for the Charges (save where specified otherwise herein) shall be paid by the Customer within thirty (30) days of the date of the invoice. Invoices will normally be submitted by email to the Customer's nominated email address for invoices. The Customer shall pay all invoiced amounts without any deductions, with-holdings, counter-claims and/or set-offs (sums subject to reasonable and notified dispute in accordance with the Call off Contract excepted).
- 4.6 The Supplier shall be entitled to increase the Annual Charge only where the Supplier can reasonably demonstrate that such an increase is due to any applicable legal or regulatory changes (including any regulated price increases by suppliers) upon as much written notice as is reasonably practicable. For the avoidance of doubt, any such increase will not exceed the increased cost incurred by the Supplier in providing the Service(s). The Supplier will provide reasonable documentary evidence to support such price increase to the Customer, upon request.

## 5. Not Used

## 6. Intellectual Property & Licencing, Customer Content and Data Protection

### Intellectual Property and Licensing

- 6.1 Title to the Software and the Intellectual Property Rights within the Service(s) (including the Software and the Documentation) shall be held by the Supplier or the Licensors.
- 6.2 The Customer agrees to abide by any third-party software conditions of use as set out in any relevant End User License Agreements (EULA) provided or made available to the Customer by the Supplier (whether via the Portal or otherwise including as an appendix to these terms). The Customer shall (and shall procure that all users of the Software shall) only use the Software in accordance with such EULA.
- 6.3 The Supplier warrants that it has the right to use and sub-license the Software to provide the Service(s) and grants to the Customer a non-exclusive, non-transferable, non-sub-licensable licence to use the Software in connection with the Service(s). The Supplier shall only be liable in respect of such Software to the extent liability is limited in accordance with the terms of the applicable EULA.
- 6.4 The Customer agrees that the Supplier may provide the Licensors with information regarding the Customer's use of their software, including information on the number of licenses required for the Customer's use or access of the software, the country in which

the Customer's is located and the Customer's name and address. The Customer hereby releases the Supplier from any and all liability the Supplier may have to the Customer in relation to any use or other dealing with that information provided pursuant to this Clause 6.4 by Licensors and agrees to co-operate with the Supplier in order to provide this information.

- 6.5 The Supplier and/or a Licensor (or its nominated representatives), may at the Supplier's expense, access the Customer Site(s) and Customer systems and records relevant to usage of the Software, to ascertain compliance with any EULA and Clause 6.4 above, during Normal Business Hours, subject to reasonable prior notice.
- 6.6 If the Customer uses software it has purchased for itself in the receipt of the Service(s) which has not been licensed by the Supplier, the Customer shall acquire permission to use the software from the person with the rights to the software and must comply with any restrictions regarding license mobility where applicable.
- 6.7 Unless expressly stipulated otherwise, the Customer shall not (i) reverse engineer, disassemble, decompile or otherwise attempt to access or determine the source code of the Software (except as and only to the extent any of the foregoing is permitted by the licensing terms governing use of any open sourced components included with the Software), (ii) copy, "frame" or "mirror" any content available on the Software on any other server or wireless Internet-based device, (iii) re-distribute or sublicense the Software, or any part thereof, to any third party, (iv) operate the Software for use by third parties or otherwise operate the Software on a service bureau basis, without the Supplier's express prior written consent, (v) copy, or reproduce the Software in any way, in whole or in part, (vi) modify or create any derivative work based on the Software, or (vii) allow, permit or assist any third party to do any of the foregoing.
- 6.8 The Customer acknowledges that any software may contain known or unknown security vulnerabilities. The Supplier shall not be liable to the Customer or any third party for any loss or damage (including, without limitation, any direct, indirect, special or consequential loss) arising from known or unknown security vulnerabilities with any software (including the Software).

### Customer Content

- 6.9 The Customer grants the Supplier a worldwide, irrevocable (except on Call Off Contract termination), royalty-free, non-exclusive, sub-licensable (to the Supplier's authorised subcontractors only) right for the duration of the Call Off Contract to process the Customer Content to the extent reasonably necessary to perform its obligations under the Call Off Contract.
  - 6.10 The Customer shall indemnify and hold harmless the Supplier in respect of all claims, losses, reasonable costs and expenses (including reasonable legal fees) that are made
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against, or incurred by, the Supplier as a result of a claim by a third party that (i) the Supplier's installation, use, storage or accessing of the Stored Data or third party software used in connection with the Service(s) infringes the Intellectual Property Rights or other rights of a third party and/or (ii) the Customer is using the Service(s) to infringe third party Intellectual Property rights. The Customer shall only be liable to indemnify pursuant to this Clause provided that: (i) the Customer is promptly notified of any such claim; (ii) the Customer is given sole control of the claim and the freedom to defend or settle the claim as it deems fit; (iii) the Supplier provides all reasonable assistance to the Customer at the Customer's cost in respect of the claim; (iv) the Supplier makes no statements or admits any liability in respect of the claim.

## Data Protection

- 6.11 In its capacity as a Data Processor (if applicable) under the Call Off Contract, the Supplier will only Process Customer Personal Data; (a) to the extent reasonably necessary in order to provide the relevant Service(s) and exercise its rights and fulfil its obligations under, and in accordance with, the Call Off Contract and (b) in accordance with any lawful written instructions regarding Processing of Customer Personal Data received by it from the Customer (if any) and (c) as required by applicable Laws;
- 6.12 Subject to the remaining provisions of this Clause 6.12 and where the Customer has elected to include rights to audit in the Call-Off Order Form, the Customer may, at a mutually agreed time, conduct an audit to verify the Supplier's compliance with its Processing obligations under the Call Off Contract. The Parties shall use all reasonable endeavours to schedule the audit within one (1) calendar month of request.
  - 6.12.1 Subject to the remaining provisions of this Clause 6.12, the Supplier shall provide the Customer with all reasonable assistance to carry out the audit, including access to relevant premises, systems, records and personnel. Access to records and systems shall be strictly limited to those areas solely containing data relating to the Processing of Customer Personal Data under the Call Off Contract. No access to (i) data pertaining to other customers and/or (ii) any other information that is covered by a confidentiality obligation to a third party and/or (iii) any financial or commercially-sensitive information pertaining to the Customer will be provided.
  - 6.12.2 Any audit shall be carried out during Normal Business Hours and no more frequently than once in any twelve (12) month period unless stipulated otherwise by the DP Laws.
  - 6.12.3 The Customer shall (and shall procure that all auditing personnel shall) comply with the reasonable (i) site security and health and safety policies and procedures applicable to the Supplier's premises and (ii) instructions of any supervising Supplier personnel, whilst carrying out the audit.

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- 6.12.4 The Customer shall (and shall procure that all auditing personnel shall) ensure that the audit is carried out in such as manner so as not to unreasonably disrupt the normal business operations of the Supplier and is carried out in an expeditious and professional manner by suitably qualified personnel.
- 6.12.5 The Supplier reserves the right, at all times, to refuse entry to its premises and/or systems, and/ or records or to remove from its premises to, and/or remove system and/or records access rights for, any person who in the reasonable opinion of the Supplier is not fit to have such access or is causing the Customer to be in breach of this Clause 6.12.
- 6.12.6 The Supplier shall be entitled to charge for its time incurred as a result of any audit under this Clause 6.12 at a rate of £2,000 ex VAT for each Working Day or part thereof, save where such audit finds that the Supplier has failed to comply with its Personal Data Processing obligations under the Call off Contract.
- 6.13 The Supplier will (at the Customer's cost) and following the Customer's written request:
- (i) assist the Customer in responding to any request from a data subject;
  - (ii) assist the Customer with ensuring the Customer's compliance with the Customer's obligations under the DP Laws with respect to security, breach notifications and data protection impact assessments; and
  - (iii) assist the Customer in its consultations with a supervisory authority and obtaining any required approvals from a supervisory authority.
- 6.14 Any Customer Personal Data Processed by the Supplier under the Call Off Contract shall only be Processed by the Supplier for as long as the Supplier (i) provides the relevant Service to the Customer and thereafter for as long as the Supplier is required to continue to Process the Customer Personal Data pursuant to the terms of the Call Off Contract or, if longer, for as long as is reasonably required for the exercise of the Supplier's rights and/or fulfilment of its obligations under the Call Off Contract and (iii) is required to continue Processing the Customer Personal Data pursuant to applicable Laws.
- 6.15 The Customer warrants, represents and undertakes that it has and shall continue to maintain for the duration of the Supplier's Processing, a lawful basis for the Processing of Customer Personal Data by the Supplier under the Call Off Contract.
- 6.16 Terms used in Clauses 6.11 to 6.15 which are not defined herein but which are defined in the DP Laws shall be given the meaning ascribed to them in the DP Laws.

## 7. Portal Access & User Identifications

- 7.1 Access to Portal(s) is governed by terms and conditions of use which are accessible through the Portal(s) via web-links (the “Terms of Use”). The Customer warrants that it will comply with the Terms of Use.
- 7.2 The Customer has the sole responsibility for putting in place and maintaining the controls that they require around the ability of persons to log into the Portal via the Customer’s User Identifications. The Customer shall ensure that the Customer’s User Identifications are restricted and protected appropriately. The Customer shall be responsible for the control and distribution of User Identifications to End Users, and shall ensure the confidentiality of any User Identifications and be liable for the consequences of any unauthorised use of such User Identifications or the Service(s). The Supplier shall have no responsibility for misuse of User Identifications provided to Customer.
- 7.3 The Supplier does not guarantee the availability of any Portal. The Supplier reserves the right to suspend the Customer’s access to the Portal(s) without liability at any time in accordance with the Terms of Use and the Call Off Contract. The Supplier shall use reasonable endeavours to make Portals available to the Customer but availability is not guaranteed and periods of maintenance and upgrades may occur.
- 7.4 All ownership rights in the Portal(s) including without limitation any enhancements and additions thereto shall strictly remain and continue to remain with the Supplier and/or its suppliers.
- 7.5 The Supplier shall be entitled to amend the Portal(s) howsoever and whensoever it chooses provided that it shall provide reasonable notice to the Customer of any Major Change to the Portal.
- 7.6 The Customer has the sole responsibility for putting in place and maintaining the controls that they require with respect to passwords relating to the Services. The Customer must use best industry practice for selecting and regularly changing passwords.

## 8. Supplier Obligations & Warranties

- 8.1 Subject to the Service Definition, the Supplier is free to determine how the Service(s) shall be provided to the Customer.
- 8.2 The Supplier’s obligation to provide the Service(s) is limited to an obligation to use all reasonable endeavours to provide the same.
- 8.3 The Supplier shall use all reasonable endeavours to meet the Target Service Commencement Date and any other dates or timescales set out in the Call Off Contract, but time shall not be the essence of the Call Off Contract.

- 8.4 The Supplier shall use the reasonable care and skill expected of a competent information technology and telecommunications provider in exercising its rights and carrying out its obligations under the Call Off Contract.
- 8.5 The Supplier shall install and configure the Software (if applicable) if it is specified in the Call Off Contract that the Supplier is responsible for installing the Software or (where not so specified) the Supplier shall provide limited remote support to the Customer to enable the Customer to install and configure the Software.
- 8.6 The Supplier is not responsible to the Customer for unauthorised access to Customer Content or the unauthorised access to, or use of, the Service(s) unless the unauthorised access or use results from the Supplier's failure to meet any security obligations stated in the Call Off Contract.
- 8.7 The Customer acknowledges and agrees that the Supplier has no knowledge of and accepts no responsibility for the content, quality, value or use of the Customer Content or goods or services provided by Customer or End Users in connection with the Service(s).
- 8.8 The Supplier maintains certain security procedures for the Customer Content while it is stored on or transmitted over equipment and facilities the Supplier controls as set out in the Service Definition. The Customer is responsible for management of the Customer Content stored on or transmitted by means of the Service(s), including selection and use of the security features and options that the Supplier provides as Service(s). Except to the extent included in the Service(s) provided by the Supplier, as identified in the Call Off Contract, the Customer is responsible for developing and maintaining data management and security procedures the Customer deems appropriate, such as application logon security, encryption of data and antivirus protection, and retaining source documents and maintaining a procedure that will allow the Customer to recover lost or damaged data. THE SUPPLIER DOES NOT GUARANTEE THAT ITS SECURITY PROCEDURES WILL PREVENT THE LOSS OF, ALTERATION OF, OR IMPROPER ACCESS TO, DATA.

## 9. Customer Obligations & Warranties

- 9.1 Upon signature of the Order Form, the Customer shall appoint the Customer Contact and designate at least two suitably qualified and authorised employees, who have access rights to all of the Customer's relevant systems and Customer Assets to provide co-ordination and assistance to the Supplier.
- 9.2 The Customer agrees and warrants that the Customer Contact (and any replacement contact notified to the Supplier in writing) and any further nominated employees have the appropriate level of authority to make decisions relating to the Service(s). The Customer shall notify the Supplier in writing of any updates required to such authorised

personnel. The Supplier shall have no liability for failure to deal with requests / respond to instructions from persons not appropriately authorised by the Customer in writing.

- 9.3 The Customer agrees and warrants that it has in place, and shall keep in place for the duration of the Term, all necessary licences and permits to operate the Customer Assets and any software provided by the Customer and to provide the Customer Content to the extent required under the Call Off Contract, reasonable evidence of which shall be supplied to the Supplier upon request.
- 9.4 The Customer shall (and shall procure that End Users shall):
- 9.4.1 not allow any unauthorised user or third party access to, or use of the Service(s) and shall take all reasonable security measures to prevent the same; and/or
  - 9.4.2 not add to, modify or interfere in any way with the Supplier Equipment (if applicable) or the Service(s); and/or
  - 9.4.3 at all times comply with any reasonable guidelines or rules contained within any Documentation issued by the Supplier; and
  - 9.4.4 not use the Supplier Site, the Supplier Equipment, the Customer Assets, or the Service(s) in any way that would or may be harmful or would or may be harmful or detrimental to the reputation of the Supplier and/or its third party suppliers; and
  - 9.4.5 not do anything that may be dangerous or a nuisance or inconvenience to other users of the Service(s); and
  - 9.4.6 where reasonably required to do so by the Supplier from time to time, promptly make any necessary changes to any configuration files from time to time and/or gives the Supplier any diagnostic information and log files; and
  - 9.4.7 follow the Supplier's reasonable instructions in relation to the subject-matter of the Call Off Contract; and
  - 9.4.8 provide the Supplier with up-to-date information, co-operation and support as the Supplier may reasonably require pursuant to the Call Off Contract; and
  - 9.4.9 maintain any Customer Assets to a safe standard; and
  - 9.4.10 promptly provide sufficient technology to enable the Supplier to provide remote support where it is necessary to do so; and
  - 9.4.11 promptly install and configure the Software, if (as specified in the Call Off Contract or as otherwise notified to the Customer) the Customer is responsible for installing the Software any apply any updates or patches made available to it by the Supplier; and
  - 9.4.12 ensure that, where applicable, the Customer's systems comply with the reasonable hardware and software requirements notified to the Customer by the Supplier or detailed in the applicable Service Definition; and

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- 9.4.13 ensure that the Software (where applicable) is compatible with the Customer's systems; and
  - 9.4.14 use any Customer Assets, the Supplier Equipment and/or Software in a skilful and proper manner by properly trained personnel; and
  - 9.4.15 only use the Service(s) (where applicable) in accordance with the Acceptable Use Policy; and
  - 9.4.16 take all reasonable steps (including testing with the latest commercially available detection software) to ensure that any software used with or in conjunction with the Service(s) is not infected by Malicious Software; and
  - 9.4.17 undertake any work required to be carried out by the Customer as specified in the applicable Service Definition(s) in a timely manner; and
  - 9.4.18 provide suitable space and environment for the Customer Assets and the Supplier Equipment (other than when located at the Supplier Sites) in a timely manner;
  - 9.4.19 be liable to the Supplier for the acts and omissions of all End Users; and
  - 9.4.20 supply, at its cost, on an on-going basis, all space, power supplies, cables, trunking, electricity and air-conditioning as are required to receive the Service(s) and ensure the correct operation of the CPE.
  - 9.5 The Customer shall not (and shall procure that all users of the Service(s) shall not) use the Service(s) in any way that:
    - 9.5.1 violates any applicable law, regulation, administrative order or treaty; and/or
    - 9.5.2 would constitute or contribute to the commission of a crime, tort, fraud or other unlawful activity (including activities deemed unlawful under a complainant's jurisdiction).
  - 9.6 The Customer warrants that any material and/or communication received, transmitted, hosted or otherwise processed using the Service(s) (other than entirely unsolicited communications) will not be menacing, of a junk-mail or spam-like nature, illegal, obscene, threatening, defamatory, discriminatory, promote illegal or unlawful activity, be otherwise actionable or in violation of any rules, regulations or laws to which the use of the Service(s) is subject, or infringe the Intellectual Property Rights of the Supplier.
  - 9.7 The Customer agrees to use the Service(s) solely in connection with its general business purposes. The Customer acknowledges that the Service(s) are not designed to be used in circumstances in which errors or inaccuracies in the content, functionality, services, data or information provided by the Service(s) or the failure of the Service(s), could lead to death, personal injury, or severe physical or environmental damage. Unless expressly authorized by the Supplier, the Customer agrees not to use the Service(s) for any such purpose.
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- 9.8 Breach of this Clause 9 shall be considered a material breach of the Call Off Contract.
- 9.9 If the Customer becomes aware that they are in breach of this Clause 9, the Customer shall advise the Supplier without delay and immediately commence actions to remedy the breach.
- 9.10 The Customer shall indemnify and keep the Supplier indemnified and hold the Supplier harmless from and against all losses, liabilities, damages, costs, claims, demands and expenses arising out of, or in relation to, any breach by the Customer and the End User of the provisions of Clause 9.5 and/or 9.6.

## 10. Supplier's Termination Rights

- 10.1 The Supplier may terminate the Call Off Contract upon immediate written notice in the event the Customer has committed a material breach of the Call Off Contract and fails to remedy such breach within twenty-eight (28) days of notice from the Supplier requiring the breach to be remedied. The aforementioned twenty-eight day remedy period shall only apply where a breach is capable of remedy; if it is not capable of remedy, the Call Off Contract shall be terminable by immediate written notice.
- 10.2 The Supplier shall have the right to terminate any Service and/or the Call Off Contract immediately upon written notice if instructed to do so by a court of law, regulator or other appropriate authority.

## 11. Customer Cancellation

- 11.1 In the event that the Customer wishes to cancel a Service, the Customer should send an email to [cancellations@exponential-e.com](mailto:cancellations@exponential-e.com) specifying the Customer's name, the site (including postcode) at which the relevant Service is provided and what the Service is. The Supplier will provide the Customer with a cancellation form specifying the Service details and the applicable Service termination date (the "Cancellation Form"). The Customer shall sign and return the Cancellation Form to the Supplier within five (5) Working Days of receipt, unless the details on the Cancellation Form are not correct in which case this should be advised to [cancellations@exponential-e.com](mailto:cancellations@exponential-e.com) prior to the expiry of the aforementioned five (5) Working Day period. The Supplier is not able to cancel a Service without first having a signed Cancellation Form. Any Cancellation Form not signed and returned to the Supplier within five (5) Working Days shall be voidable by the Supplier.

## 12. Consequences of Termination

- 12.1 Subject to anything to the contrary the other Sections of these Supplier Terms, from the effective date of termination of the Service(s), the Supplier shall cease the Customer's



access to the Service(s) including disabling any User Identifications and access to the Portal.

12.2 The Customer shall (at the Supplier's option, acting reasonably) (a) return to the Supplier within fourteen (14) days of the date of termination; or (b) confirm in writing the destruction of, any Documentation and/or Software in the Customer's possession.

12.3 Upon termination of the Call Off Contract:

12.3.1 Licences granted to the Customer by the Supplier under the Call Off Contract shall immediately terminate; and

12.3.2 The Customer shall, if required by the Supplier, allow the Supplier personnel to enter the Customer Site(s) during Normal Business Hours, subject to reasonable advance notice, for the purpose of removing the Supplier Equipment and de-installing the Service(s); and

12.3.3 The Customer shall, within five (5) Working Days of termination of the Call Off Contract, return to the Supplier (or the Supplier's designated recipient) by same day courier the Supplier Equipment (if applicable) or pay the Supplier for the Supplier Equipment at its then-current new purchase price if not so returned.

## 13. Suspension

13.1 The Supplier may, without terminating the Service(s) or the Call Off Contract, suspend provision of any Service(s) or any part thereof, in whole or in part:

13.1.1 with immediate effect if the Customer is in breach of Clause 9.5 and/or Clause 9.6; and/or

13.1.2 with immediate effect if the Customer is in breach of any other material obligation under the Call Off Contract and, in the case of remediable breach, the Customer fails to remedy that breach within five (5) Working Days of written notice of the breach; and/or

13.1.3 with immediate effect if the Customer's use of the Service(s) may damage or disrupt the proper functioning of the infrastructure and/or equipment used to provide services to the Supplier's other customers; and/or

13.1.4 with immediate effect if the Supplier is obliged to comply with the order, instruction or request of a court, government, emergency services organisation or other competent judicial, governmental, administrative or regulatory authority; and/or

13.1.5 where (i) the Supplier received notice from a third party alleging that the Customer is using the Service(s) to infringe third party Intellectual Property rights and (ii) the Supplier has reasonable grounds to believe that the third party's claim has merit or (iii) the Supplier, acting reasonably, considers it necessary to suspend the Service(s) in order to avoid or mitigate its own liability in respect of the alleged infringement.

- 13.2 The Supplier's right to suspend a Service(s) pursuant to Clause 13.1 above is without prejudice to the Supplier's termination rights under the Call Off Contract or at law.
- 13.3 Although the Supplier cannot routinely access Customer Content, the Supplier will notify the Customer if it becomes aware of any of Customer Content that violates the terms of the Call Off Contract ("Prohibited Content") and will request that the Prohibited Content be removed from the Service(s). If the Customer fails to promptly remove the Prohibited Content, the Supplier may (without liability) remove the Prohibited Content from the Service(s) or disable the Customer's access to the Prohibited Content. Notwithstanding the foregoing, the Supplier may (without liability) remove or disable access to the Prohibited Content without prior notice or as required by applicable legislation or to comply with any judicial, regulatory or other governmental order.

## 14. Complaints Procedure

- 14.1 Details of the Suppliers complaints process and policy are available at <http://www.exponential-e.com/contact-us> and upon request from [legal@exponential-e.com](mailto:legal@exponential-e.com).

## 15. Data Protection Measures

- 15.1 With respect to any requirement in the Call Off Contract for the Supplier to apply appropriate technical and organisational measures to protect Customer data, the Customer agrees that as far as it is concerned the security measures set out in the Contract and the Supplier's maintenance of its ISO27001 and CSA: Star Cloud (the "Security Measures") fulfils the requirement of appropriate technical and organisational measures and the Customer agrees not to contend otherwise, recognising that the Charges for the Services directly relate to the Security Measures to be applied.

## 16. Export Compliance

- 16.1 The Customer warrants, agrees and represents that it shall comply with all export control laws and regulations applicable to its activities under the Call Off Contract, including in relation to any transfer of Customer Content. The Customer shall indemnify and keep the Supplier indemnified and hold the Supplier harmless from and against all losses, liabilities, damages, costs, claims, demands and expenses arising out of, or in relation to, any breach by the Customer of this clause.

# Section B: Additional Terms & Conditions for all Cloud & IT Services

## 1. Definitions

1.1 In this Section B, the following terms shall have the meanings assigned to them below.

“Customer Assets”	for the purpose of this Section, Customer Assets shall also include the Customer Servers in addition to the definition in the Call Off Contract.
“Customer Servers”	the servers belonging to the Customer (if any) used in the delivery of the applicable Service(s).
“Fixed Billing Model”	the billing model described as such in the relevant Service Definition, if applicable.
“Hybrid Billing Model”	the billing model described as such in the relevant Service Definition, if applicable.
“Stored Data”	the Customer Content that is stored (if any) using the applicable Service(s).

## 2. General Service Provision

- 2.1 The Customer shall, where reasonably required to do so by the Supplier and where applicable to the Service(s), promptly make any changes to configuration files and/or give the Supplier diagnostic information and log files.
- 2.2 If, in providing the Cloud & IT Services, the Supplier is ‘caching’ or ‘hosting’ as described in the Electronic Commerce (EC Directive) Regulations 2002, and if, in order for the Supplier and/or its suppliers not to be liable for any damages or any other pecuniary remedy or criminal sanction referred to in Regulations 18 and 19, the Supplier needs to act expeditiously to remove or disable access to the relevant information, the Supplier shall be entitled in its sole discretion to do so, without prejudice to any other rights or remedies it may have and without liability for so doing but it shall serve notice on the Customer as soon as reasonably practicable after any such exercise of this right.
- 2.3 The Supplier has no responsibility for, or liability in respect of, the content of, or faults or errors with, the Stored Data. Subject to the terms of the Call Off Contract, the Supplier is responsible for data integrity only.

### 3. Service Modifications & Maintenance

- 3.1 The Supplier shall be entitled to change the location of the Customer Assets and/or the Supplier Site on giving the Customer not less than ninety (90) days' notice provided that the new position does not materially impair the operation of the Customer Assets and/or the Service(s).
- 3.2 The Supplier shall be entitled to change its equipment, systems and/or infrastructure at the location of the Supplier Site and will give the Customer as much notice as is reasonably possible but at least sixty (60) days' notice of any changes where such changes may adversely affect the Service(s). The Supplier shall be responsible for the Customer's reasonable costs directly and solely occasioned by such change.

### 4. Term and Termination

- 4.1 Upon termination of a Service and/or the Call Off Contract for any reason:
  - 4.1.1 provided that there are no outstanding undisputed Charges at the date of termination, the Supplier shall allow the Customer to immediately remove or delete any Stored Data, at the Customer's own responsibility and cost provided that if the Customer fails to remove or delete any of the Stored Data within fourteen (14) days of termination, the Supplier shall be entitled to delete the Stored Data and shall have no liability to the Customer or any other person if it does so;
  - 4.1.2 the Customer shall (at the Supplier's option) either (a) return to the Supplier (or the Supplier's designated recipient) within fourteen (14) days of the date of termination; or (b) confirm in writing the destruction of, any Documentation and/or Software in the Customer's possession.
- 4.2 Any provision of these Additional Terms which expressly or by implication is intended to come into or continue in force on or after termination of the Call Off Contract, including 4 (Term and Termination) and 5 (Limitation of Liability) shall survive termination and remain in full force and effect.

### 5. Limitation of Liability

- 5.1 SUBJECT TO CLAUSES 5.2, 5.3 AND 5.4 BELOW, THE SUPPLIER SHALL BE LIABLE FOR LOSS AND/OR CORRUPTION OF THE STORED DATA WHICH IS PROVEN BY THE CUSTOMER TO HAVE OCCURRED AS A DIRECT RESULT OF THE BREACH OF CONTRACT OR NEGLIGENCE OF THE SUPPLIER. IN SUCH EVENT, THE SUPPLIER SHALL FIRST USE ITS OWN RESOURCES TO ATTEMPT TO RESTORE LOST/CORRUPTED STORED DATA (INCLUDING USING SPECIALISED THIRD-

- PARTY RESOURCE WHERE THE SUPPLIER CONSIDERS IT REASONABLY NECESSARY TO DO SO).
- 5.2 THE SUPPLIER SHALL HAVE NO LIABILITY UNDER THIS CALL OFF CONTRACT FOR ANY LOSS AND/OR CORRUPTION OF THE STORED DATA WHICH IS CAUSED BY THIRD PARTY SOFTWARE. THE SUPPLIER SHALL NOT BE LIABLE FOR ANY LOSS OF DATA THAT OCCURS AS A RESULT OF THE MALFUNCTION OF THE INFRASTRUCTURE USED TO PROVIDE THE CLOUD & IT SERVICES UNLESS THE MALFUNCTION WAS CAUSED BY THE SUPPLIER'S FAILURE TO MAINTAIN THE SAME IN ACCORDANCE WITH THE CALL OFF CONTRACT OR SUCH FAILURE WAS CAUSED BY THE SUPPLIER'S NEGLIGENCE OR WILFUL DEFAULT.
- 5.3 LOSS AND/OR CORRUPTION OF DATA SHALL ONLY BE DEEMED TO HAVE OCCURRED WHERE THE ACTUAL DATA ITSELF IS LOST (ALL COPIES) OR CORRUPTED; IT SHALL NOT BE DEEMED TO HAVE OCCURRED WHERE THE DATA EXISTS AND IS NOT CORRUPTED BUT THERE IS AN ISSUE WITH AN APPLICATION WHICH MAKES IT INACCESSIBLE AND/OR INCOHERENT.
- 5.4 ANY LOSS OF STORED DATA MUST (I) BE NOTIFIED TO THE SUPPLIER VIA EMAIL TO [LEGAL@EXPONENTIAL-E.COM](mailto:LEGAL@EXPONENTIAL-E.COM) WITHIN 2 DAYS OF THE LOSS OCCURING AND (II) BE EVIDENCED ALONG WITH THE PURPORTED COST OF REINSTATEMENT TO THE REASONABLE SATISFACTION OF THE SUPPLIER'S PROFESSIONAL INDEMNITY INSURER'S.
- 5.5 NOTWITHSTANDING THAT THE SUPPLIER IS PROVIDING CLOUD & IT SERVICES THAT MAY (SUBJECT TO THE TERMS OF THE CALL OFF CONTRACT) BE USED BY THE CUSTOMER TO ASSIST IN CIRCUMSTANCES THAT WOULD OTHERWISE CAUSE AN INTERRUPTION TO THE CUSTOMER'S BUSINESS, THE CUSTOMER ACKNOWLEDGES THAT IT IS NOT INTENDED THAT THE SUPPLIER WILL OR SHOULD PROVIDE BUSINESS INTERRUPTION (OR ANY OTHER KIND OF) INSURANCE TO THE CUSTOMER (OR UNDERTAKE ANY LIABILITY THAT WOULD HAVE THE EFFECT OF DOING SO).

# Section C: Additional Terms and Conditions for all Voice Services

## 1. Definitions

In this Section, the following terms shall have the meanings assigned to them below:

"Call"	means a signal, message or communication which can be silent, visual (including text) or spoken.
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“General Conditions”	the general conditions of entitlement as set out in the notification issued by the Director General For Telecommunications on 22nd July 2003, in accordance with section 48(1) of the Communications Act 2003.
“Number”	any telephone number allocated by the Supplier for the purpose of obtaining the Service(s) and includes short codes.

## 2. Service Provision

- 2.1 In order for Calls to be successfully made using the Service(s), the Customer shall ensure that the Customer Network is optimised so that voice traffic is prioritised over other data traffic.
- 2.2 Customer Site installation works for Voice Services are limited to necessary localised cabling and does not include any drilling, ducting or extended LAN cabling. All installation works will be carried out at ground level (no working at height).

## 3. Numbers

- 3.1 Where the Customer is issued with Numbers to use the Service(s) the following shall apply:
- 3.1.1 the Customer does not acquire any proprietary rights in such Numbers by virtue of the Call-Off Contract and cannot sell or transfer the Numbers; and
- 3.1.2 the Numbers may be changed or decommissioned in accordance with any regulatory requirements; and
- 3.1.3 upon termination of the Call Off Contract, the Numbers shall cease to be available for use by the Customer unless ported to a replacement service provider. The Supplier shall use reasonable endeavours to comply with any number porting request made by the Customer upon termination of the Call Off Contract, subject to the existence of a relevant Number Porting Agreement with the replacement service provider.

## 4. Additional Customer Obligations

- 4.1 The Customer shall:
- 4.1.1 comply with the General Conditions as issued and updated from time to time by Ofcom; and
- 4.1.2 ensure that any equipment owned by the Customer not forming part of the Service(s) connected (directly or indirectly) to the Service(s) will be technically compatible and interoperable with the Service(s) and approved for that purpose under any applicable laws and it will not interfere with the operation of the Service(s); and

- 4.1.3 obtain and maintain all permissions, licences and permits and to pay all rates, rents, taxes and charges which may from time to time be required in connection with the use of the Supplier Equipment at the Customer Site(s); and
- 4.1.4 keep the Supplier Equipment at the Customer Site(s); and
- 4.1.5 not (and shall procure that all End Users of the Service(s) shall not) use the Service(s) to make any unwanted or hoax Call that causes annoyance to the receiver of the Call, and/or is of an offensive, spiteful, abusive, indecent, defamatory, obscene or menacing nature including unauthorised or 'spam' Calls and 'silent' Calls as defined by Ofcom in its 'Statement of policy on the persistent misuse of an electronic communications service' published 1 March 2006, and any subsequent update.
- 4.2 The Customer shall indemnify and keep the Supplier indemnified and hold the Supplier harmless from and against all losses, liabilities, damages, costs, claims, demands and expenses arising out of, or in relation to, any breach by the Customer or any End User of the provisions of Clause 4.1.1, 4.1.3 and/or 4.1.5. This Clause shall survive termination and continue in full force and effect.
- 4.3 The Customer shall ensure that, where the Supplier replaces a telephone handset due to a fault, the faulty telephone handset is returned to the Supplier as soon as reasonably possible, but in any event within ten (10) Working Days. Should the faulty unit not be returned as required, the Supplier shall have the right to charge the full current retail price for the replacement telephone handset.
- 4.4 The Customer's compliance with this Clause 4 shall be entirely at the Customer's cost. The Customer shall inform the Supplier of any actual or suspected breach of this Clause 4 of which the Customer is aware.

## 5. Term and Termination

- 5.1 Upon termination of a Service and/or the Call Off Contract for any reason, the Customer shall immediately cease to make use of the relevant Numbers (if applicable).
- 5.2 Clauses 4.1.5, 4.3 and 4.5 shall survive termination and continue in full force and effect.

## 6. Suspension

- 6.1 The Supplier may suspend provision of the Service(s) in the event of suspected fraudulent call activity in accordance with its Fraudulent Calls Process (as current from time to time) copy available upon request from [sales@exponential-e.com](mailto:sales@exponential-e.com)).
- 6.2 The Supplier shall be entitled to suspend the Service(s) in the event that it has reasonable belief that the Customer has failed to comply with the PSA Code of Conduct



and/or in the event that the Supplier is instructed to suspend the Service(s) by the Phone-Paid Services Authority (“PSA”).

## 7. Customer Premises Equipment (CPE)

- 7.1 The Supplier shall retain ownership of all CPE used in the provision of the Service(s) to the Customer unless the Service Definition states otherwise.

## 8. PSA Code of Practice

- 8.1 If the Customer is a premium rate service provider as defined pursuant to the PSA Code of Conduct 2016 (Fourteenth Edition) as amended or replaced from time to time (“Code of Conduct”), the Customer must be registered with the PSA and shall maintain such registration for the duration of the Contract with the Supplier. The Customer shall provide reasonable documentary evidence of such registration to the Supplier upon request.
- 8.2 The Customer shall comply with all of its obligations under the Code of Conduct and any directions made by the PSA in accordance with the Code of Conduct.
- 8.3 The Customer acknowledges and agrees that the PSA shall be entitled to enforce clauses 8.1 and 8.2 above.
- 8.4 The Customer acknowledges and agrees that where directed to do so by the PSA, the Supplier may immediately:
- 8.4.1 retain such amount of money as the PSA may require out of monies payable by the Supplier to the Customer until permitted by the PSA to do otherwise; and/or
- 8.4.2 retain some or all money payable to the Customer in respect of certain numbers or premium rate services  
(as may be specified) until permitted by the PSA to do otherwise; and/or
- 8.4.3 retain all money payable to the Customer until informed by the PSA that it may do otherwise; and/or
- 8.4.4 pay over to the PSA such an amount of money retained pursuant to clauses 8.4.1, 8.4.2 and 8.4.3 above or withheld pursuant to the Code of Conduct by a Network Operator (a premium rate service provider who forms part of the premium rate value chain), as the PSA may require in order to satisfy outstanding fines and/or administrative charges; and/or
- 8.4.5 pay refunds on behalf of the Customer when so required by the PSA pursuant to paragraphs 4.9.1 and 4.9.2 of the Code of Conduct.
- 8.5 The Customer acknowledges and agrees that Personal Data collected by the Supplier by means of any Service in respect of which the Customer is a premium rate service provider may be transferred to the PSA for regulatory purposes.
- 8.6 Breach of Clauses 8.1 and 8.2 by the Customer shall be deemed a material breach of the Contract which is not capable of remedy.

## 9. Rebate

- 9.1 Where Numbers provided by the Supplier will generate revenue for the Customer (including but not limited to those with 0871 and 0905 prefixes) (“Revenue-Generating Numbers”), the following provisions shall apply:
- 9.2 Provided that:
- 9.2.1 the Customer continues to contract with the Supplier for the Service(s) in respect of which incoming Calls are made to the Revenue-Generating Numbers referred to in Clause 9.1 above; and
- 9.2.2 The Supplier receives sums in the form of rebate from the Network Operator (being a premium rate service provider who forms part of the premium rate value chain), of the Revenue-Generating Numbers for incoming Calls made to the Revenue-Generating Numbers
- The Supplier shall as soon as reasonably practicable upon receipt of such rebate notify the Customer of the amount of rebate it is entitled to for that period.
- 9.3 The Customer shall upon receipt of such notice from the Supplier invoice the Supplier for the amount notified to it. Subject to Clause 8 above, the invoiced amount shall be payable by the Supplier to the Customer within thirty (30) days of receipt of the aforementioned invoice.

# Section D: Additional Terms and Conditions for Professional Services

## 1. Definitions

In this Section, 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 the Supplier 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 Call Off Contract.
“Deliverables”	all products and materials developed by the Supplier relation to the Project in any media including any Prior Technology incorporated therein.

“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 Section A.
“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 the Supplier or licensed by the Supplier, and which may be improved or modified in the course of developing the Deliverables.
“Project”	the project, as described in the Call Off Contract
“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 Call Off Contract.
“Supplier Materials”	means the Prior Technology and 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. Service Provision

- 2.1 The Supplier shall manage and complete the Project, and deliver the Deliverables, in accordance with the Call Off Contract.
- 2.2 The Supplier 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 the Supplier on all day-to-day matters relating to the Project.
- 2.3 The Supplier shall use reasonable endeavours to ensure the continued availability of each member of the Supplier’s project team during the Project.

## 3. Fees and Payment

- 3.1 Where the Service(s) are provided on a time-and-materials basis:

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- 3.1.1 the charges payable for the Service(s) shall be calculated in accordance with Digital Marketplace portal; and
  - 3.1.2 the Supplier shall be entitled to charge on a pro-rata basis for part-days worked by the Supplier's project team; and
  - 3.1.3 the Supplier 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; and
  - 3.1.4 the Supplier 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; and
  - 3.1.5 the Supplier shall, upon the Customer's request, ensure that the members of the Supplier's project team complete time sheets recording time spent on the Project, and the Supplier shall use such time sheets to calculate the charges covered by each monthly invoice; and
  - 3.1.6 the Supplier 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 3.1. Each invoice shall set out the time spent by each member of the Supplier's project team and provide a detailed breakdown of any expenses and materials, accompanied by the relevant receipts.
- 3.2 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 Call Off Contract. Where the Supplier, 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 Call Off Contract.
  - 3.3 The Supplier'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 the Supplier'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 the Supplier for the supply of the Service(s). Such expenses, materials and third party services shall be invoiced by the Supplier at cost price.
  - 3.4 The Supplier shall be entitled to increase the charges where the Supplier can reasonably demonstrate that such an increase is due to an increased cost of providing the Service(s) solely caused by a legal or regulatory change. Any such increase will not exceed the increased cost incurred by the Supplier in providing the Service(s). The Supplier will provide reasonable documentary evidence to support such price increase to the Customer, upon request.
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- 3.5 Due to the nature of the work to be undertaken by the Supplier 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 the Supplier 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, the Supplier 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.
- 3.6 The Customer shall provide the Supplier's project manager with prior notice of postponements or delays at least ten (10) Working Days in advance of the scheduled event. If the Supplier 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, the Supplier shall be entitled to charge the Customer for the time lost and the reasonable additional expenses incurred due to such delays or postponements at the Supplier's standard hourly rates.

## 4. Additional Supplier Obligations & Warranties

- 4.1 The Supplier 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. The Customer must notify the Supplier of any failure to so perform within five (5) days of the completion of the Services. The Supplier's entire liability and Customer's sole remedy for the Supplier's failure to so perform shall be for the Supplier to, at its option (acting reasonably), (i) use reasonable efforts to correct such failure, and/or (ii) terminate the Call Off Contract and refund that portion of any fees received that correspond to such failure to perform.

## 5. Customer Obligations & Warranties

- 5.1 The Customer shall:
- 5.1.1 provide, in sufficient time to enable the Supplier to perform and/or provision the Service(s), such information, co-operation and support as the Supplier may reasonably require pursuant to the Call Off 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
- 5.1.2 provide the Supplier with reasonable office and information technology facilities as are reasonably required by the Supplier to perform its obligations under the Call Off Contract; and

- 5.1.3 appoint a project manager, who shall have the authority to commit the Customer on all matters relating to the Project; and
- 5.1.4 within five (5) Working Days of termination of the Call Off Contract, return to the Supplier (or its designated recipient) by same day courier any Prior Technology in the Customer's possession.
- 5.2 The Customer shall not (and shall procure that all users of the Service(s) shall not):
  - 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
  - 5.2.2 add to, modify or interfere in any way with the Prior Technology.
- 5.3 The Customer's compliance with this Clause 5 shall be entirely at the Customer's cost.

## 6. Intellectual Property

- 6.1 All Intellectual Property Rights in any Prior Technology issued or created by the Supplier pursuant to it, shall at all times remain the property of the Supplier.
- 6.2 Nothing in the Call Off Contract shall act to transfer any Intellectual Property Rights in respect of the Service(s) or the Supplier Materials to the Customer but the Supplier shall, upon payment in full by the Customer and to the extent that the Supplier Materials are contained in the Deliverables, licence the right for the Customer to use the Supplier Materials on a non-exclusive, non-transferable without rights to sub-licence, royalty-free, worldwide basis for the term of the Call Off 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 the Supplier Materials in amounts reasonably necessary for Customer's internal use. Customer shall not sublicense or otherwise transfer to any third party the Supplier's Materials or the Deliverables and must not modify, alter, decompile, dis-assemble, reverse-engineer, or create derivative works from the Deliverables.
- 6.3 The Customer acknowledges that where the Supplier does not own the Supplier Materials, the Customer's use of the Supplier Materials is conditional upon the Supplier obtaining a written licence (or sub-licence) from the relevant licensors on such terms as will entitle the Supplier 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 the Supplier of the number of users using the Software if the Supplier's licensors require such information as a condition of supplying such licences.
- 6.4 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.



- 6.5 The Customer hereby grants to the Supplier a non-exclusive, worldwide, irrevocable (save upon termination of the Call Off Contract), royalty-free, non-transferable license under Customer's Intellectual Property Rights in the Customer Materials necessary for the Supplier to use, make, copy, modify and create derivative works of the Customer Materials for the purpose of developing and testing the Deliverables.
- 6.6 All the Supplier Materials supplied by the Supplier to the Customer shall at all times be and remain the exclusive property of the Supplier, 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 the Supplier, and shall not be disposed of or used other than in accordance with the Supplier's written instructions or authorisation.

## 7. Term and Termination

- 7.1 Save in the event that the Project is for a fixed Term (in which case the Call Off Contract shall automatically expire after completion of that Term unless otherwise extended by agreement of the Parties), the Supplier shall continue to provide the Service(s) until completion of the Project.
- 7.2 In the event of termination of an individual Service by the Customer and/or the termination of the Call Off 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).

- 7.3 Clauses 3 (Fees and Payment), 5 (Customer Obligations and Warranties), 6 (Intellectual Property) and 7 (Term and Termination) of these Additional Terms shall survive termination of the Call Off Contract and continue in full force and effect.

## Section E: Additional Terms and Conditions for Management Services

### 1. Definitions

In this Section E, the following terms shall have the meanings assigned to them below:

“Coverage Hours”	as set out in the applicable Supplier GCloud 13 Service Definition (where applicable);
“End of Service Life”	any Supported Items which the vendor no longer supports;
“On-Boarding”	the process whereby the Supplier accepts Supported Items and starts to apply the Management Service to them;
“Recommended State”	a state that complies with industry best-practice guidelines and/or any recommendations made by the relevant vendor/licensor;
“Supported Items”	the items covered by the Management Service, as agreed in writing by the Parties during On-boarding.

### 2. Service Provision

- 2.1 The Supplier shall have no obligation to provide the Management Services where issues arise from:
- (i) misuse, inappropriate use of, or damage to, the Supported Items;
  - (ii) failure to maintain the necessary environmental conditions for use of the Supported Items;
  - (iii) failure on the part of the Customer to keep the Supported Items in a Recommended State; or
- (iv) relocation or installation of the Supported Items without prior written notice being given to the Supplier.
- 2.2 The Customer shall only relocate or re-install the Supported Items using suitably qualified employees.

- 2.3 The Supplier reserves the right to refuse to provide the Management Services for any Supported Items that are deemed End of Service Life. Where the Supplier provides Management Services on Supported Items which are End of Life Items, the Supplier 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 use of End of Life Items including security risks, for which the Supplier shall have no liability.

### 3. Additional On-Boarding

- 3.1 Where relevant, the Charges set out on the Call-Off Order Form for the Management 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 the Supplier's then current GCloud rate for On-boarding the replacement item.

### 4. Customer Responsibilities

- 4.1 The Customer shall take all reasonable steps to ensure that all Supported Items are in a manufacturer-supported state.
- 4.2 The Customer shall provide the Supplier with such remote access to the Supported Items as may reasonably be required for the purpose of performing the Management Service.
- 4.3 Support of Supported Items not provided by the Supplier 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.

### 5. Fees

- 5.1 Where an incident cannot be resolved remotely by the Supplier, and the Supplier needs to attend the Customer Site or the Supplier Data Centre where the Supported Items are located, the Supplier's standard call-out rates shall apply in addition to the Charges for the Management Service.

# Section F: Additional Terms and Conditions for Connectivity Services

## 1 Definitions

1.1 In this Section F, the following terms shall have the meanings assigned to them below:

“Customer Networks”	the networks, equipment and cabling at the Customer Site(s), to which the Service(s), Supplier Equipment or Purchased Equipment will be connected.
“Permissions”	the permissions granted to a telecommunications operator pursuant to the Communications Act 2003 or, in relation to any non-UK services, any regulatory framework applicable to the Service(s) in the country of provision.

## 2 Service Provision

- 2.1 Provision of Connectivity Services and the Charges for the Connectivity Services are subject to site survey following order placement.
- 2.2 The Supplier (and/or its sub-contractors) will conduct Customer Site survey(s) to ascertain whether cabling and/or associated infrastructure is required to be installed at the Customer Site(s) in order to provision the Connectivity Services and as a result additional costs (known as “ECC’s” or “Excess Construction Costs”) apply. Where a Site Survey is ordered on a Variation, the Suppliers obligations in respect of the same will be limited to the activities set out in this Clause plus advisement of the site survey finding to the Customer
- 2.3 Where ECC’s apply, the Supplier will submit to the Customer a Variation detailing what additional works are required and the Charges payable.
- 2.3.1 If the Customer does not sign and return a Variation detailing ECCs within five (5) Working Days of submission by the Supplier, the original Order Form in so far as it pertains to the Customer Site(s) that are the subject of the detailed ECCs will immediately be considered cancelled without liability on the part of either Party.
- 2.4 Following the completion of a Customer Site survey and, if required, the signing of a Variation, the Supplier will advise any required changes to the Target Service Commencement Date to the Customer.
- 2.5 To enable the Supplier to provide the Connectivity Services, the Customer shall:

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- 2.5.1 prepare the Customer Site(s) and the Customer Networks in accordance with the Supplier's reasonable instructions; and
  - 2.5.2 (save where the relevant Connectivity Service includes installation of the service by the Supplier connect any tail circuits to the CPE in accordance with the Supplier's reasonable instructions; and
  - 2.5.3 procure (and be responsible for the cost of procuring) any third party consents that may be required for the Supplier (and/or its contractors and suppliers) to install and retain the Service(s) and, if applicable, the Supplier Equipment at the Customer Site(s), including without limitation, any landlord wayleave consents.
  - 2.6 Failure or delay of the Customer to install and/or connect any CPE (where the Customer is responsible for doing so) shall not result in any delay to the Service Commencement Date or the Customer's obligation to pay the Annual Charge.
  - 2.7 The Supplier and its sub-contractors, in accordance with best industry practice, operate a two-week network freeze during late December and/or early January and consequently, no Service(s) can be handed-over or changes effected to existing Service(s) during this period and lead-times shall be extended accordingly. For the avoidance of doubt, existing Service(s) will continue to be provided and supported as usual during the network freeze.
  - 2.8 The Supplier reserves the right to suspend the Customer's Services temporarily in order to protect the Supplier Network in the event that the Customer has been notified of an impending Denial of Service attack or other act of cyber-terrorism.
  - 2.9 In respect of Connectivity Services to be provided, the Customer may at any time prior to the handover of the access circuit to the Supplier by the underlying supplier, request that provisioning of the Service is placed on temporary hold (an "On Hold Request").
    - 2.9.1 In the event that the Supplier agrees in writing (including via email) to the On-Hold Request, the relevant Smart Wire Service(s) shall be placed on hold for a period not to exceed ninety (90) calendar days (the "Maximum On Hold Period").
    - 2.9.2 The Customer may at any time request in writing (including via email) that the Smart Wire Service(s) be taken off hold, whereupon the Supplier shall continue to provision the same.
    - 2.9.3 If a Connectivity Service is not taken off hold pursuant to Clause 2.9.2 above prior to the expiry of the Maximum On Hold Period, the order that the Supplier has placed with the underlying supplier for the relevant access circuit will be automatically terminated and:
      - (i) the Customer shall be liable to pay the Supplier any costs levied on the Supplier by the underlying supplier as a result of the termination of the order plus one hundred pounds (£100); and
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- (ii) The Supplier shall place a new order with the underlying provided for the relevant access circuit.
- 2.9.4 The process set out in Clauses 2.9 to 2.9.3 above may be repeated without restriction on the number of times, but the Charges set out in Clause 2.9.3 at point (i) above will apply on each occurrence.
- 2.9.5 Nothing in this Clause 2.9 shall oblige the Supplier to agree to any On-Hold Request.

### 3 Aborted Customer Site Visit and Expedite Fees

- 3.1 In respect of Connectivity Services, the Customer shall reimburse the Supplier for any charges levied on the Supplier by the relevant tail circuit supplier as a result of that tail circuit supplier not being given access to a Customer Site as previously arranged and agreed with the Customer. The Customer shall be entitled to see reasonable documentary evidence attesting to such incurred charges for aborted Customer Site visits by the tail circuit supplier.
- 3.2 In respect of new circuit provision, the Customer may have the option to expedite delivery through payment of an Expedite Fee. Where an Expedite Fee appears on an Order Form or Variation, the Supplier will request an expedited delivery with the underlying provider. This will generally result in the circuit(s) getting a higher priority for planning/installation in order to achieve an earlier delivery date(s). Generally applying an expedite can reduce lead-time by around a third. When an Expedite Fee has been added to the Order Form or Variation, the Customer should be aware that this may mean short notice appointments and evening/weekend working and the Customer agrees to facilitate the same.

### 4 Fees and Payment

- 4.1 Where there is a further Non-Recurring Charge (NRC) as a result of a Variation (such as ECCs) such further NRC shall become invoiceable immediately upon signature of the relevant Variation.

## Section G: Additional Terms and Conditions for Email Security Services

### 1. IP Infringement

- 1.1 If the Customer's normal use or access to the service is held or believed by the Supplier's underlying provider to infringe third party IPR, then the Supplier may at its expense in its sole discretion:
- 1.1.1 procure the right for the Customer to continue using the service; or
  - 1.1.2 modify or replace the services so as to avoid the infringement; or
  - 1.1.3 if such remedies are not reasonably available, refund to the Customer any outstanding upfront service fees paid whereupon provision of the services shall terminate.

### 2. Suspension

- 2.1 The Supplier may suspend the service if it would compromise the security of the services or if it (or its underlying provider) performs an open relay test on the Customer's email systems and it comes back positive.

## Section H: Additional Terms and Conditions for Contact Centre as a Service (CCaaS)

### 1 Definition

- 1.1 In this Section H, the following terms shall have the meanings assigned to them below:

"Aggregate Usage Data"	means Usage Data that is incapable, either independently or if combined with other data accessible by the Supplier or third parties, of personally identifying any particular Authorised User or group of Authorised Users
"Authorised Users"	mean Customer employees, agents and independent contractors who the Customer authorises to use or access the Services
"Content"	means software, data, documents, text, video, audio or other content.

"Customer CaaS Content"	means Content that the Customer or any Authorised User run on, cause to interface with, or upload to, the Services.
"Emergency Maintenance"	means any emergency maintenance of any of the infrastructure relating to the Services.
"Service Credits"	means the sums attributable to the Supplier's failure to deliver any part of the Services in accordance with the service levels, as specified in the applicable Service Definition
"Supplier Content"	means any Content the Supplier (or its sub-contractors) make available to the Customer in connection with the Services.
"Systems Interconnect Security Policy"	is the formal top level security document that identifies which aspects of security are the responsibility of the Supplier, and those that are the responsibility of the Customer, available upon request from sales@exponential-e.com.
"Usage Data"	means any and all information and/or data associated with or collected from each Authorised User, if any, which is received, stored, or processed by the Supplier in connection with the Services and includes aggregate information, Usage and traffic data, IP addresses, transactional or financial information, account or User names, passwords, registration information, email addresses, mailing addresses, phone numbers or any other forms of personally identifiable information.

## 2. Use of the Services

- 2.1 The Supplier grants the Customer a non-exclusive, non-sub-licensable, non-transferrable, revocable licence during the term of the Call Off Agreement to:
  - 2.1.2 Access and use the Services ordered solely in accordance with the Call Off Contract ; and
  - 2.1.3 Copy and use the Supplier Content solely to the extent reasonably required for its permitted use of the Services.
- 2.2 The Supplier will obtain sufficient rights to third party software to perform the services, and grant the Customer a non-exclusive, revocable license to use third party software included in the Services solely to the extent necessary to receive and use the Services during the term of the Call off Contract.
- 2.3 The Services shall be supplied in conformity with the Service Definitions and entries set out in the Digital Marketplace.



- 2.4 The Customer shall be responsible for any third party license costs which are not included in the relevant pricing document or contained within the Digital Marketplace portal.
- 2.5 The Customer will comply with all laws, rules, and regulations applicable to its use of the Services, including those specified in the applicable Service Definition and in the Systems Interconnect Security Policy.
- 2.6 The rights provided by the Supplier under the Call off Contract are granted to the Customer only, and shall not be considered granted to any agent or subsidiary unless agreed by the Supplier in writing.

### 3 Customer Content & Data

- 3.1 The Supplier shall not be responsible for backing up Customer CaaS Content unless this is either a feature included as part of the Service or where it is not, the Parties have otherwise agreed in writing that backup shall be provided.
- 3.2 Nothing herein shall restrict the Supplier's right to use Aggregate Usage Data for the purposes of improving the operation of the Supplier's services, performing statistical analysis and marketing and promoting the Supplier's services, subject always to the Supplier's compliance with applicable legislation in the collection and use of such Aggregate Usage Data.
- 3.3 The Supplier may collect, store and use the Customer Personal Data for the following purposes:
  - 3.3.1 To provide the Customer with Services that the Customer requests and to fulfil the Supplier's contractual obligations to the Customer; and
  - 3.3.2 To notify the Customer about changes to the Supplier's Services.

### 4 Authorised Users

- 4.1 In relation to the Authorised Users, the Customer undertakes that:
  - 4.1.1 each Authorised User shall keep a strong and secure password for his or her use of the Services, which shall be kept confidential.
  - 4.1.2 it is responsible for all activities that occur under its account, regardless of whether the activities are undertaken by the Customer, its employees or a third party (including its contractors or agents) and, except to the extent caused by the Supplier's breach of the Call off Contract, the Supplier is not responsible for unauthorised access to any Customer account. The Customer will ensure that all Authorised Users comply with their obligations under the Call off Contract. If the Customer become aware of any

violation of its obligations under the Call off Contract by an Authorised User, it will immediately terminate such Authorised User's access to the Services.

## 5 Customer Obligations

5.1 The Customer shall:

- 5.1.1 Not access all or any part of the Services in order to build a product or service which competes with the Services (or any part of them) or attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under the Call off Contract.
- 5.1.2 Save to the extent that such network connections and telecommunications links are provided to the Customer by the Supplier, be solely responsible for procuring and maintaining the Customer's network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

## 6 Suspension

- 6.1 The Supplier may suspend the Customer's or any Authorised User's right to access or use all or any part of the Services immediately upon notice to the Customer if the Supplier determines that the Customer's or an Authorised User's use of the Services creates a security risk to the Services or any third party.
- 6.2 If the Supplier suspends the Customer's right to use or access all or part of the Services:
  - 6.2.1 the Customer shall remain responsible for any applicable fees and charges for any Services notwithstanding such suspension, as well as any applicable data storage fees and charges, and fees and charges for in-process tasks completed after the date of suspension;
  - 6.2.2 the Customer will not be entitled to any Service Credits under the Service Definitions for any period of suspension.

## 7 Term and Termination

- 7.1 On termination of the Call off Contract for any reason:
  - 7.1.1 All rights granted to the Customer under the Call off Contract shall immediately terminate;

- 7.1.2 The Customer will immediately return or (at the Supplier's request) destroy all Supplier Content in its possession;
- 7.1.3 The Customer is responsible for removing all Content by 23:59:59 on the effective date of termination. If Content is not removed by this time the Supplier reserves the right to charge for any Content not removed, and may destroy or otherwise securely dispose of any of Customer CaaS Content in the Supplier's possession unless the Supplier has agreed in the relevant Service Definition to back-up Customer CaaS Content, in which case the Customer may retrieve Customer CaaS Content in accordance with the provisions of such Service Definition;
- 7.1.4 The accrued rights of the Parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, including without limitation clauses 1 (Definitions), 3 (Customer Content and Data), 7 (Term and Termination), 8 (Intellectual Property Rights) and 9 (Indemnities) shall not be affected or prejudiced.

## 8 Intellectual Property Rights

- 8.1 As between the Supplier and Customer, the Customer owns all right, title, and interest in and to Customer CaaS Content. Save as expressly provided in the Call off Contract, the Supplier shall obtain no rights from the Customer or its licensors to Customer CaaS Content. The Customer hereby consent to the Supplier and its sub-contractors using Customer CaaS Content to provide the Services.

## 9 Indemnities

- 9.1 The Customer shall, at all times during and after the term of the Call off Contract, indemnify the Supplier and keep the Supplier indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by the Supplier arising from or in connection with:
  - 9.1.1 The Customer's breach of the Call off Contract or violation of applicable law by the Customer or any Authorised User; or
  - 9.1.2 Customer CaaS Content or the combination of Customer CaaS Content with other applications or content, including any claim involving alleged infringement of third-party rights by Customer CaaS Content or use thereof.

# Section I: Additional Terms and Conditions Managed CSOC (Cyber Security Operations Centre) + AlienVault + Sentinel + Threat Intelligence

1.1 The Supplier shall also have no liability for any failure to meet any delivery timeframes and/or service levels due to, or as a result of, any of the following reasons:

- Change management requirements affecting monitored devices
- Network or policy changes to a monitored device not performed by the Supplier
- Loss of connectivity due to Customer connectivity issues or Customer managed issues; and/or
- Requirements which the Customer must meet before the Service can be provided and during its provision as set out below ("Customer Dependencies").

1.2 The Customer shall ensure that:

Each device covered by the Service has the appropriate full manufacturer's product licence and subscriptions for the duration of the Service. Software and devices that are considered end of life by the manufacturer are not covered by the Service; and

All devices must have full manufacturer's support for the duration of the Service.

1.3 The Customer accepts the following as a condition of the Supplier providing the Service:

The Supplier is not responsible for resolving the Customer's Internet Service Provider (ISP) outages, or issues with the Customer's internal network or computing platform infrastructure where the Supplier is not contracted to support those elements; and

It is the responsibility of the Customer to ensure the log stream is directed at Virtual Monitoring Appliance for Service operation where applicable.

# Section J: Additional Terms and Conditions for Vulnerability Management (Outpost 24) + Scanning

## 1. Definitions

“Application Asset”	<p>Means a collection of web resources composing a client interface, and the exposed server-side services used to orchestrate this, perceived by a user as one entity that has been deployed at least once (one instance). An Application Asset is not necessarily limited to one domain, subdomain or URL and may be hosted on multiple virtual or physical servers. An instance is not necessarily the same as a domain or sub-domain. Application Assets may include, but are not limited to:</p> <ul style="list-style-type: none"> <li>✓ A production application running on one virtual server</li> <li>✓ A staging environment with a unique URL</li> <li>✓ One instance of a production application</li> </ul>
“Asset”	Means Infrastructure Asset and Application Asset
“Infrastructure Asset”	<p>Means a uniquely identifiable instance of a data processing system, with one or more host-names and one or more network interfaces, Infrastructure Assets include, but are not limited to:</p> <ul style="list-style-type: none"> <li>✓ A device with an IP address such as a physical server or virtual server</li> <li>✓ A multi-homed device with multiple IP addresses</li> <li>✓ A single/multiple IP addresses server running single/multiple virtual hosts</li> <li>✓ A single/multiple IP addresses server running single/multiple applications</li> <li>✓ An active agent.</li> </ul>
“Product(s)”	The product(s) to be provided to the Customer specified in the Order Form

## 2. Overages

- 2.1 The Customer acknowledges that there may be a fluctuation in the number of Assets and Products scanned which may result in the Customer exceeding the agreed monthly

volume within the Order Form. Notwithstanding anything to the contrary within the Order Form and in the event that the Customer exceeds the agreed monthly volume of scans, the Supplier shall be entitled to invoice the Customer monthly in arrears at the price level of the contracted volume within the Order Form for any such scans performed in excess of the contracted amount.

### 3. Warranties

- 3.1 The Supplier expressly disclaims all warranties unless expressly agreed within these Terms with regard to the Product including without limitation any warranty of merchantability or fitness for a particular purpose.

## Section K: Additional Terms and Conditions for Single Vendor Secure SASE

### 1 Additional Terms

- 1.1 For this Service, the Term is actually a fixed period calculated from Service Commencement Date. Upon expiry of this period, the Single Vendor Secure SASE will automatically cease to be provided, without notice, unless the Customer re-contracts with the Supplier for the continued provision of the Single Vendor Secure SASE. This shall take precedence over anything to the contrary in the Call Off Contract.
- 1.2 The Supplier shall provide the Customer with as much notice as is reasonably possible of planned works on the Single Vendor Secure SASE following notice of the same from Cato Networks (it being noted that the Supplier could get as little as 48 hours' advance notice from Cato Networks). This shall take precedence over anything to the contrary in the Call Off Contract.
- 1.3 The Customer acknowledges and accepts that the underlying provider, Cato Networks, hosts this Service and may update the functionality, user interface, usability and other user documentation, training and educational information of, relating to the Single Vendor Secure SASE, from time to time, in its sole discretion. The Customer agrees that Cato Networks may make necessary technical or other changes to the Single Vendor Secure SASE and the provision of the Single Vendor Secure SASE on an as-needed basis. Where any such change would adversely and materially affect Customer, the Customer will be notified in advance.
- 1.4 The Customer shall contact the Supplier promptly if (i) account information is lost, stolen, or disclosed to an unauthorized person; (ii) the Customer reasonably believes that the

- account has been compromised, including any unauthorized access, use, or disclosure of account information; or (iii) any other breach of security in relation to its passwords, usernames, access information, or the Single Vendor Secure SASE that may have occurred or is reasonably likely to occur.
- 1.5 The Customer shall not (i) ship, transfer, or export the Single Vendor Secure SASE or any component thereof or use the Single Vendor Secure SASE in any manner prohibited by law, including without limitation to, sell, distribute or, export the Single Vendor Secure SASE (or any element thereof) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korea, Sudan, Lebanon or Syria, or otherwise in violation of any export or import restrictions, laws or regulations of the U.S. or Israel or any foreign agency or authority. The Customer agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any prohibited country or on any prohibited party list; (ii) contest Cato's Intellectual Property Rights in the Single Vendor Secure SASE and any other Cato materials; (iii) remove or add any labels, notices or logos to the Single Vendor Secure SASE, (iv) perform any act or be responsible to any omission that is illegal, including, without limitation, those enforcing censorship, privacy, government authority restrictions, or by accessing any blocked services, or in Cato's discretion otherwise jeopardizes, destabilizes, interrupts or encumbers the Single Vendor Secure SASE and/or Cato's Network or their servers and/or has a detrimental impact on Cato and/or Cato's Intellectual Property Rights and/or Cato's Network.
- 1.6 Whether the Customer has violated any of the limitations set forth in Section 1.5 shall reside within Cato's sole discretion. If Cato determines a violation has occurred, the Customer will be notified of the violation and the Customer shall be required to cease the violation immediately. Cato may also determine in its sole discretion whether to suspend or block the Customer Account as a result of such violation. Cato shall use such remedy if and when such violation represents an imminent threat to Cato's Network or if so directed by a court of competent authority. In such cases: (i) Cato will suspend the Account only to the extent reasonably necessary to prevent any harm to Cato's Network; (ii) reasonable efforts will be used to promptly contact Customer and give Customer the opportunity to promptly resolve the issues causing the suspension of the Account; and (iii) Cato will reinstate any suspended part of the Account immediately after any issue as above-mentioned has been resolved, provided if Cato determines that any such violation was willful or is unable to be adequately remedied, the Single Vendor Secure SASE may be immediately terminated.
- 1.7 The Customer shall use the Single Vendor Secure SASE in accordance with any Cato documentation made available and/or provided to Customer, and as may be updated from time to time, and in compliance with the applicable operating instructions and all applicable laws and regulations and for no purpose other than as specifically authorized in the Cato documentation, including without limitation, the Customer shall not use the



Single Vendor Secure SASE for the purpose of circumvention of government censorship, laws or regulations.

- 1.8 The Customer will enable and permit Cato (and/or its third party contractors) to process Customer data, which includes network traffic including traffic data and URL(s), IP address(es) used in connection therewith to support the Services, all in accordance with Cato’s Data Processing and Privacy Agreement available at: <https://www.catonetworks.com/cato-networks-data-processing-and-privacy-agreement/>; (the “Cato’s Data Processing Agreement”) and Cato’s Privacy Policy (<https://www.catonetworks.com/privacypolicy/>) (the “Privacy Policy”).
- 1.9 The Customer will comply with all applicable privacy laws and regulations (including all registration and notice requirements), inclusive of the Cato Data Processing Agreement and the Privacy Policy; and the Customer will obtain all applicable consents required by law for data processing by Cato of personal information submitted by Customer, if any.
- 1.10 THE SINGLE VENDOR SECURE SASE IS NOT DESIGNED FOR USE WITH CRITICAL OR LIFE SAVING INFRASTRUCTURES, SYSTEMS THAT CONTAIN OR PROTECT AGAINST DANGEROUS OR HAZARDOUS MATERIALS OR FORCES, NATIONAL SECURITY PURPOSES OR NUCLEAR, CHEMICAL, OR BIOLOGICAL WEAPONS AND THE CUSTOMER SHALL NOT USE IT FOR SUCH PURPOSES.

# Section L: Additional Terms and Conditions for Azure-Based Services.

## 1. Definitions

“Microsoft Terms”	Microsoft’s terms and conditions and other contractual documents covering the Microsoft Azure Services available from the Microsoft website including, but not limited to, any applicable Microsoft Cloud Agreement ( <a href="https://docs.microsoft.com/en-us/partner-center/agreements">https://docs.microsoft.com/en-us/partner-center/agreements</a> at the time of entering into the Contract), Online Service Terms ( <a href="http://www.microsoft.com/licensing/contracts">www.microsoft.com/licensing/contracts</a> at the time of entering into the Contract) and any applicable Service Level Agreements ( <a href="http://www.microsoft.com/licensing/contracts">www.microsoft.com/licensing/contracts</a> at the time of entering into the Contract).
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## 2. Additional Terms

- 2.1 The Customer acknowledges and agrees that the Azure element of any Azure-Based Services will be provided directly to the Customer by Microsoft and that sole responsibility for the provision of the Azure element of the Azure-Based Service (and

- any support over and above that provided by the Supplier as part of the Azure-Based Service) lays with Microsoft and that the Supplier has no responsibility for, and shall have no liability to the Customer in respect of, the provision (or not) and/or the additional support (or not) of the Azure element of the Azure-Based Service. The Supplier makes no representations, conditions or warranties with respect to the Azure element of the Azure-Based Service. The Supplier does not act in any way as an agent or representative of Microsoft.
- 2.2 The following clauses of the Terms and Conditions for All Services set out in Section A shall not apply in respect of the Azure-Based Services:
- Clause 1 (Customer Site Access),
  - Clause 2 (Risk, Title and Warranty)
  - Clause 3 (Service Provision, Modification and Maintenance)
  - Clause 8 (Supplier Obligations)
  - Clause 9 (Customer Obligations and Warranties) with the exception of 9.1 and 9.2.
- 2.3 The Supplier reserves the right to pass on any early termination charges levied on it by Microsoft in the event of termination of any Reserved Instances or other Azure services not provided on a Pay As You Go basis by the Customer, other than for cause.
- 2.4 The Customer acknowledges that:
- 2.4.1 No commitments or remedies regarding security of, or intellectual property rights in, the Azure element of the Azure-Based Service are provided by the Supplier; and
- 2.4.2 The Supplier shall have no liability under the Contract in respect of loss or corruption of any data stored within the Microsoft Azure platform.
- 2.5 The Customer shall be liable to pay the Supplier the sums due in respect of the Azure-Based Service as per the Contract. All billing matters are strictly between the Customer and the Supplier, with no involvement of Microsoft.
- 2.6 By entering into the Contract, the Customer confirms their acceptance of the Microsoft Terms. The date of acceptance of the Microsoft Terms will be regarded as the date the Contract is entered into by the Customer. The Customer hereby authorises the Supplier to confirm to Microsoft that the Microsoft Terms have been accepted by the Customer and provide any requested details of such acceptance required by Microsoft, to Microsoft.
- 2.7 The Supplier reserves the right to terminate the provision of the Azure-Based Services if instructed to do so by Microsoft or if any time Microsoft withdraws the Supplier's authorisation to provide the Azure-Based Services to the Customer.
- 2.8 The Customer acknowledges and agrees that the Supplier may provide contact and account details for the Customer to Microsoft to allow Microsoft to contact the Customer about the Azure-Based Services.

- 2.9 The Customer acknowledges that the Supplier is obliged to report any known or suspected violation of the Microsoft Terms by the Customer, to Microsoft and agrees to the reporting of the same by the Supplier to Microsoft.
- 2.10 With respect to Processing of Customer Personal Data by Microsoft and/or through the provision and/or use of the Azure element of the Azure-Based Service, the Customer is referred to the Microsoft Terms for relevant terms. For the avoidance of doubt, Microsoft will be a Processor of Customer Personal Data pursuant to the Microsoft Terms; not a Sub-Processor to the Supplier.

## Section M: Additional Terms and Conditions for Privileged Access Management (PAM) & Identity as a Service (IDaaS)

### 1. Additional Terms

- 1.1 This Service shall be provided until the expiry of the Term whereupon it shall automatically expire and cease to be provided without further notice.
- 1.2 Access to, and use of software tokens that have been “pushed out” to, or downloaded by, the Customer’s users are the Customer’s responsibility. The Customer should notify the Supplier where tokens need to be taken out of use or where token software may need re issuing for re installation.
- 1.3 By installing and/or using the CyberArk Software provided as part of the Privileged Access Management (PAM) & Identity as a Service (IDaaS) (the “Software”), the Customer shall (and shall procure that its customers, employees, agents and contractors) agree to and be bound by the terms of CyberArk’s standard Software License Agreement, Terms of Service (SaaS), Documentation, Maintenance and Support Terms, Professional Services terms, standard terms of sale and/or such other terms as generally published by CyberArk (as applicable, the “Software and Service Terms”), and made available at <https://www.cyberark.com/contract-terms/>.
- 1.4 The Customer accepts that if the Software becomes, or CyberArk reasonably determines that the Software is likely to become, subject to a claim of Intellectual Property infringement, CyberArk may at its option and expense: (a) obtain for The Customer and its customers, employees, agents and contractors the right to continue using the Software in accordance with this Agreement and the applicable Schedule; (b) replace or modify the Software so that it becomes non-infringing without causing a

material adverse effect on the functionality provided by the infringing Software, or if neither of the foregoing options are available in a timely manner on commercially reasonable terms (c) terminate the right to use the Software in which event the Supplier will pass through any refund due to the Customer in accordance with the Software and Service Terms.

- 1.5 The exportation of and other transactions involving the Software, and all related technology, information, materials and any upgrades thereto are subject to U.S. laws and regulations pertaining to export controls and trade and economic sanctions, including the U.S. Export Administration Act, Export Administration Regulations, the Export Control Reform Act, the Office of Foreign Assets Control's sanctions programs, the laws of the State of Israel, and the laws of any country or organization of nations within whose jurisdiction the Customer, its customers and the Supplier operate or do business, as amended, and the rules and regulations promulgated from time to time there under. Specifically, The Customer hereby undertakes (and shall procure that customers, employees, agents and contractors undertake) not to export or re-export (including make any attempt to refer or influence a transaction of) the Software and all related technology, information, materials and any upgrades thereto to: (a) to anyone on the U.S. Commerce Department's Denied Persons, Entity, or Unverified Lists or the U.S. Treasury Department's list of Specially Designated Nationals and Consolidated Sanctions list (collectively, "Prohibited Persons"); (b) to any country to which such export or re-export is restricted or prohibited per the foregoing applicable laws; or (c) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. The Customer also certifies that it is not a Prohibited Person nor owned, controlled by, or acting on behalf of a Prohibited Person.
- 1.6 The Customer shall indemnify and keep the Supplier indemnified and hold the Supplier harmless from and against all losses, liabilities, damages, costs, claims, demands and expenses arising out of, or in relation to, any breach by the Customer, its customers, employees, agents and/or contractors of the provisions of Clauses 1.3 and 1.5 above of these Additional Terms. This indemnification obligation shall not be subject to the exclusions and limitations of liability set out in the Call Off Contract. The pre-ceding sentence shall take precedence over anything to the contrary in the Call Off Contract.

# About Exponential-e

## Introduction



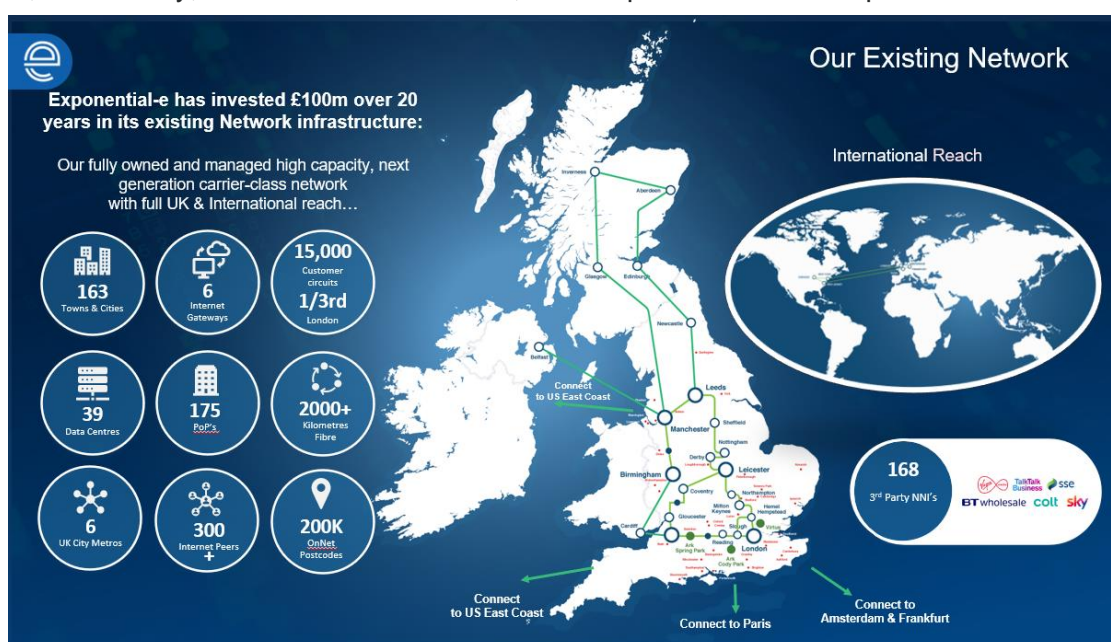
Founded in 2002, we are an award-winning, privately owned British Cloud and Connectivity provider. The majority owner, CEO and founder of the company - Lee Wade - is still at the helm of Exponential-e and demonstrates the same passion for our customers, service innovation and business as he did at our inception. We pride ourselves on

delivering super-fast, low latency Connectivity, flexible and resilient Cloud solutions Unified Communications, Cyber Security and world-class IT Services. Organisations from all sectors of the economy run critical services underpinned by our technological innovations. We deliver leading-edge solutions to over 3,300 customers in every vertical sector.

## Our Network

Exponential-e's own Cloud infrastructure is fully integrated with our 2Tb Gigabit Carrier-Class Ethernet Network, utilising premium grade enterprise compute, and is supported by our UK based 24 / 7 x 365 Customer Service Desk to deliver a non-stop compute platform to you and your end users.

What differentiates us from the competition is how we utilise our own network to deliver multiple services over one connection, with 100% Network visibility and control, and the cost efficiencies this provides our customers. Our fusion of complementary technologies, a carrier-class network and Cloud infrastructure, means we can deliver enterprise applications at super-fast, low latency, with an end-to-end SLA, for a superior end-user experience.





## Our Accreditations

We support the security and compliance standards of the Public Sector by embedding our compliance certifications into our Business Management Systems. We support the security and compliance standards of the Public Sector by embedding our compliance certifications into our Business Management Systems.



## Public Sector Framework Presence

Exponential-e are an experienced supplier on a number of UK Public Sector frameworks, and are adept at guiding operational, technical and procurement teams through the various routes available for consideration when buying goods and services from our organisation.

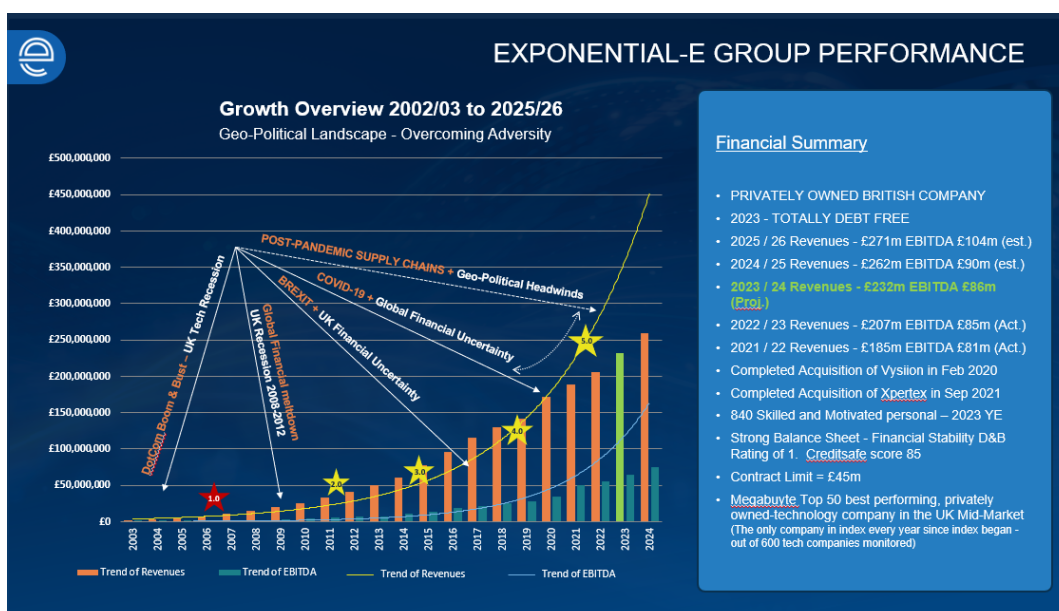
## Our Promise

Our brand promise is to 'Constantly exceed expectations with innovation and service'. In order to achieve this, we promise to deliver the following:

- ✓ **Customer Service Excellence:** Our first priority we never compromise on, this culture spans across every department and is championed by every board member
- ✓ **Trusted Supplier:** A reliable and fully owned carrier-class network, with pro-active support from our 24 x 7 x 365, fault find and fix Service Desk, and verified financial stability inspire customers' confidence in us

- ✓ **Technical Capability:** Working within nine international ISO and British Standards, we design, manage and support customers' complex, bespoke network, Cloud and Voice requirements
- ✓ **Applied Innovation:** Ensuring customers' businesses remain at the leading edge with a dynamic approach to investment, R&D and innovation, and consistently delivering industry firsts.

By the start of FY2023, our turnover had reached approximately £232 million and ongoing recruitment activity meant that we had over 840 employees. Our success is driven by the quality of service we provide and is underpinned by investments in people and infrastructure that enable us to deliver on our brand promise.



## Exponential-e's Approach

Our approach is based on a partnership philosophy, ensuring we deliver high quality, competitive services. In keeping with this, our technology solutions provide cost-effective connectivity, future-proof networking and uncompromising customer support. Our approach is designed so that there are no hidden extras from you. From the initial point of contact, including technical consultancy, project management and on-going customer support, we are entirely transparent about our work and the costs involved.

To maximise the value for money customers receive, we constantly challenge the performance of the service through 24 x 7 x 365 monitoring and management via the Exponential-e Service Desk, feeding back at monthly service reviews that constantly benchmark your expectations. During these reviews, we propose and implement continuous improvement targets for service levels and cost efficiency. On award of any contract, we analyse the service required and explore how we will improve the services year-on-year.

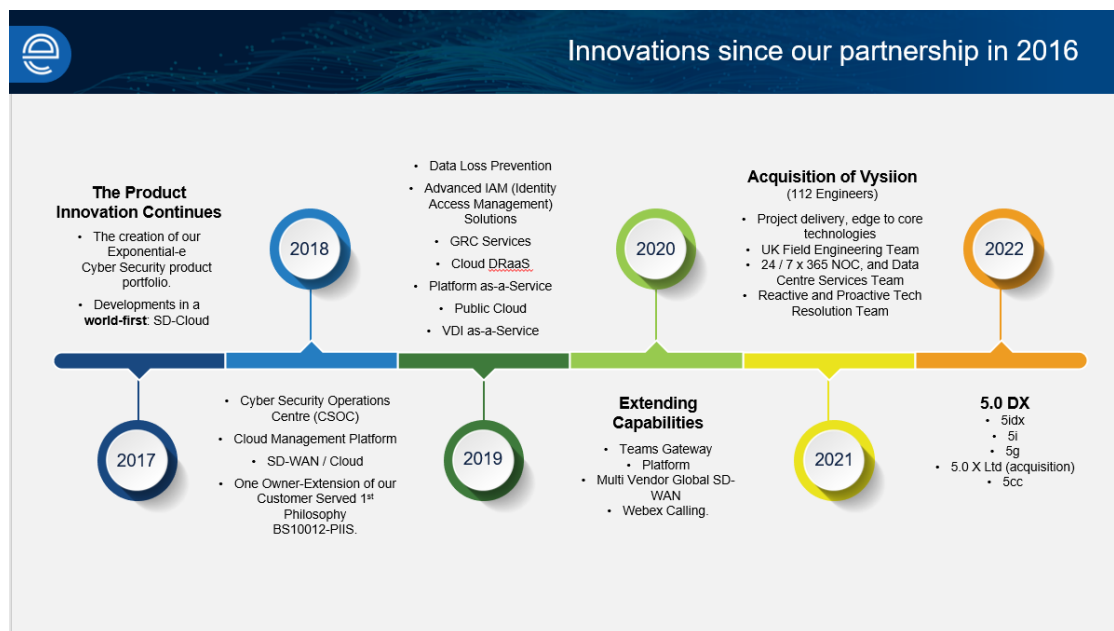


## Thought Leadership and Applied Innovation

We have a long history of technical innovation from our inception in 2002, as the timeline images below illustrate:

With 'applied innovation' at the heart of our company, our success has been to continually deliver the benefits of technical innovation to our customers. For example, we were the 1st UK service provider to offer internet over Ethernet in 2002, and the 1st service provider in Europe to deliver Virtual Private LAN Services (VPLS) in 2006. Consistently, we have led the market in innovation and commercial engineering to transform our customers.

We have an entire team devoted to seeking out new products, features and enhancements. We pride ourselves on our ability to generate, identify, and deploy the latest technologies. Our commitment to innovation has seen us develop pioneering new products and services for our customers and deliver all manner of industry firsts. We will constantly keep you informed of new technologies that ensure you remain current and knowledgeable as to innovative solutions and best practices. The most effective means of doing that is during our regular Service Management review meetings; the reviews will take place on a monthly or quarterly basis, or upon request. These sessions are used to understand your requirements, address any current service issues, and for our team to update you on new market trends or technologies our researchers have identified.



You will have the opportunity to attend regular events that provide an opportunity to speak with our subject matter specialists and to exchange ideas and experiences with other Exponential-e customers. We are firmly committed to listening and collaborating with our customers, and partners, in order to deliver innovative technical solutions that drive tangible business benefits.

You will also be sent updates from our marketing department, highlighting new features or services available in the market. New products, features or services that we feel are well suited to our customer's infrastructure, or will benefit their IT environment, will be brought to their attention. Initially, many of our customers adopt our WAN solution and are often keen to complement this service with our Cloud, IT and Voice services.

## Meeting our Brand Promise

For over 20 years we have focused on building trusting relationships with our customers by placing service excellence at the heart of our operations. Key to our success is the development and sustainment of effective working partnerships through regular service review meetings, proactive management and - most importantly - continually seeking to improve the services which will be delivered.



In order to ensure that we are continuously improving, we benchmark customer satisfaction which provides us with the analysis to improve. Measuring our customer satisfaction is achieved through our Net Promoter Score and our Voice of the Customer Programme.

Our current 3 monthly rolling NPS score is more than double the UK Industry average.

Our Voice of the Customer Programme gives you the opportunity to provide real-time feedback by simply clicking on one of four icons on each Exponential-e employee's email-signature (Gold- Excellent, Green- Good, Amber- Could have been better, Red- Poor).

These awards are all testament to our solutions and achievements in innovation. Details of our other awards can be found on our website.

Meeting our brand promise through customer service excellence is embedded into our culture; anytime our customers recognise our people doing well, we reward this throughout the business. At Exponential-e, we're committed to service excellence and are empowering our people to deliver it.





### Our Capability

**Fibre Infrastructure:** Design, Planning and delivery of private fibre assets throughout the UK. From Telecoms to windfarms . . .

**Network Platforms:** Owned and operated infrastructure underpinning all services end to end

**Multi-Cloud Platforms:** Full Multi-cloud capability with cloud management platform and software network integration

**Managed IT Services:** Full 24/7 365 IT Outsource full stack capability with multi-discipline across key technologies

**NOC Service Desk 24/7:** Full SIAM shared or dedicated NOC/service Desk – delivered via UK based personnel 24/7 365.

**CSOC 24/7:** SIEM with integrated threat management delivered via UK personnel 24/7 365.

**Professional Services:** Consult, Advisory, Design and Transform services for digital transformation.



### Our Capabilities



End User Engagement



Cloud Management Platform



Software-Defined Tech



Multi-Cloud Capability



Digital Transformation Team



Cyber Security

### EXPONENTIAL-E CAPABILITIES



Unified Comms & Contact Centre



Network Reach



Migration Skills / Tools



Professional Services



Managed IT Services



Managing Legacy Systems

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