

**SCHEDULE C: CONSULTANT RESOURCE****1. Consultant Resource Service Description**

Exponential-e's Consultant Resource provides the Reseller / End User with:

- Solutions Consultant,
- Senior Solutions Consultant,
- Solutions Architect,
- DevOps Consultant,
- Cloud Delivery Consultant,
- Cyber Security Consultant; and/or
- Other professional services

resource (as set out in the Order Form) for the number of Man Days as set out on the Order Form. The work to be carried out by the resource can be agreed within a Statement of Work (SOW) document signed by the Parties if required by the Reseller however these resources are provided on a fixed Man Day basis and if additional Man Days are needed to complete all the agreed tasks in any Statement of Work, additional resource will need to be purchased. The definition of Contract in the General Terms shall be considered amended accordingly any applicable SOW.

**2. Additional Terms**

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

**2.1 DEFINITIONS**

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

<b>"Man Day"</b>	a cumulative amount of time of not less than seven and a half hours spent working during Normal Business Hours;
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**2.2 FEES AND PAYMENT**

2.2.1 Exponential-e's charges exclude the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably and properly incurred by Exponential-e's professional services resources in connection with the Order. Such costs and expenses shall be invoiced by Exponential-e at cost price. Exponential-e shall obtain the Partner's approval before incurring any such expense, material or service exceeding £500 per item.

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

**2.3 ADDITIONAL EXPONENTIAL-E OBLIGATIONS**

2.3.1 The Partner must notify Exponential-e of any failure perform the Services in accordance with the Contract within five (5) days after the relevant performance. Exponential-e's entire liability and the Partner's sole remedy for Exponential-e's failure to so perform shall be for Exponential-e to, at its option (acting reasonably), (i) use reasonable efforts to correct such failure, and/or (ii) refund that portion of any fees received that reasonably correspond to such failure to perform.

**2.4 PARTNER OBLIGATIONS**

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

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

2.4.1.2 provide Exponential-e with reasonable office and information technology facilities as are reasonably required by Exponential-e to perform its obligations under the Contract; and

2.4.3 The Partner's compliance with this Clause 2.4 shall be entirely at the Partner's cost.

**2.5 TERM AND TERMINATION**

2.5.1 No Initial Term applies to engineering time services.

2.5.2 In the event of termination of an individual Service by the Partner and/or the termination of the Contract by the Partner without cause, the Partner shall be liable to pay the following charges for such early termination:

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

2.5.3 Clause 2.2 (Fees and Payment), Clause 2.4 (Partner Obligations) and Clause 2.5 (Term and Termination) shall survive termination and continue in full force and effect.