SCHEDULE A: PROJECT MANAGEMENT OFFICE RESOURCE

1.   Project Management Office Resource Service Description

Exponential-e's Project Management Office (PMO) provides the following type of resource to the Customer:
-      Project Manager (PM) resources
-      Project Co-ordinator (PC) resource
-      Programme Manager (PGM) resource.

When Project Manager resource is contracted to be provided, a PM will be assigned to the solution and given responsibility for the successful completion of the Project. The PM will manage the Project in accordance with PRINCE2 principles.

When Project Co-ordinator resource is contracted to be provided, a PC will be assigned to the solution in addition and they will provide support to the PM.

When Programme Manager resource is contracted to be provided, a PGM will be assigned to provide overarching governance and reporting on a series of projects and is therefore only available in addition to contracted PM resource.

Where a Statement of Work (SOW) has been signed by the Customer and Exponential-e in conjunction with an Order Form, the PM/PC/PGM contracted resource shall manage the project in accordance with the SOW and provide deliverables in accordance with the SOW. The definition of Contract in the General Terms shall be considered amended accordingly to include the SOW.

Where a SOW has not been signed by the Customer and Exponential-e, the PM/PC/PGM shall undertake the following (as applicable):
-      Arrange and attend an internal Exponential-e project kick-off meeting
-      Arrange and attend a project/programme kick-off meeting with the Customer
-      Arrange and attend a technical solution meeting with the Customer
-      Arrange and attend regular project / programme review meetings with the Customer
-      Provide a weekly project/programme report over the telephone
-      Create, update and provide to the Customer on a weekly basis a Project Plan and RAID report.

The number of Man Days to be provided by the contracted type of resource will be set out on the Order Form (the "Contracted PMO Time"). The Contracted PMO Time is a cumulative amount of time allocated to the Project. Utilisation of the Contracted PMO Time over the course of the project will be recorded and regularly reported on. In the event that additional Man Days are required in order to complete the project in accordance with the above, the Customer shall be required to contract for additional Man Days. For the avoidance of doubt, Exponential-e PMO resources are sold on an allocated time basis; not on a fixed scope of work basis.

2.   Additional Terms

The following terms and conditions apply to the provision of PMO resources 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:

"**Customer Project Manager**"	the Customer's manager for the project appointed in accordance with Clause 2.4.1.3;
"**Deliverables**"	all materials to be produced and delivered by Exponential-e to the Customer pursuant to the provision of the PMO resources, as specifically referred to in this Service Definition and/or a Statement of Work;
"**Man Day**"	a cumulative amount of time of not less than seven and a half hours spent working on the project during Normal Business Hours;

| "**Prior Technology**" | means any and all Technology incorporated into the Deliverables that is developed or otherwise created by or on behalf of Exponential-e or licensed by Exponential-e, and which may be improved or modified in the course of developing the Deliverables; |
| "**Technology**" | means algorithms, approaches, code, concepts, data, designs, developments, documentation, discoveries, expressions, inventions, know how, methodologies, multi-media files, object codes, processes, programs, skills, software, techniques, technology, text, tools, and web pages. |

2.2   FEES AND PAYMENT

2.2.1   Exponential-e's charges exclude the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably and properly incurred by members of Exponential-e's Project Team in connection with the project. Such costs and expenses shall be invoiced by Exponential-e at cost price and in accordance with the expenses limits (if any) as set out in any applicable Statement of Work. Exponential-e shall obtain the Customer's approval before incurring any such expense, material or service exceeding a fixed amount agreed with the Customer in any applicable Statement of Work or if no amount is so specified then £500 per item;

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

2.3   ADDITIONAL EXPONENTIAL-E OBLIGATIONS

2.3.1   Exponential-e shall use reasonable endeavours to manage and complete the project, and to deliver the Deliverables to the Customer, in accordance in all material respects with the Statement of Work (where applicable) and this Service Definition.

2.3.2   The Customer 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 Customer's sole remedy for Exponential-e's failure to so perform shall be for Exponential-e to, at its option (acting reasonably), (i) use reasonable efforts to correct such failure, and/or (ii) refund that portion of any fees received that reasonably correspond to such failure to perform.

2.4   CUSTOMER OBLIGATIONS

2.4.1   The Customer shall:

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

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

2.4.1.3   appoint a Project Manager, who shall have the authority to commit the Customer on all matters relating to the project; and

2.4.1.4   within five (5) Working Days of termination of the Contract, return to Exponential-e by same day courier any Prior Technology in the Customer's possession.

2.4.2   The Customer shall not (and shall procure that all users of the Service(s) shall not):

2.4.2.1   allow any unauthorised user or third party access to, or use of, the Prior Technology and shall take all reasonable security measures to prevent the same; and/or

2.4.2.2   add to, modify or interfere in any way with the Prior Technology.

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

2.5   INTELLECTUAL PROPERTY

2.5.1   All Intellectual Property Rights in the Contract (including this Service Document, the Statement of Work and the Deliverables) and any Prior Technology (the "Exponential-e Materials") issued or created by Exponential-e pursuant to it, shall at all times remain the property of Exponential-e.

2.5.2   Nothing in the Contract shall act to transfer any Intellectual Property Rights in respect of the Service(s) or the Exponential-e Materials to the Customer but Exponential-e shall, upon payment in full by the Customer and to the extent that the Exponential-e Materials are contained in the Deliverables, licence the right for the Customer to use the Exponential-e Materials on a non-exclusive, non-transferable without rights to sub-licence, royalty-free, worldwide basis for the term of the Contract to such an extent it is necessary to do so to enable the Customer to make reasonable use of the Deliverables. The Customer may also make, for internal use only, a reasonable number of copies of the original Deliverables and Exponential-e Materials in amounts reasonably necessary for Customer's internal use. The Customer shall not sublicense or otherwise transfer to any third party Exponential-e's Materials or the Deliverables and must not modify, alter, decompile, dis-assemble, reverse-engineer, or create derivative works from the Deliverables.

2.5.3   The licences granted under this Clause 2.5 shall terminate automatically upon termination of the Contract for any reason.

2.6   TERM AND TERMINATION

2.6.1   No Initial Term applies to PMO resources. Once the Contracted PMO Time has been utilised, Exponential-e shall be under no further obligation to continue to provide the relevant resource unless additional Man Days are contracted by the Customer.

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

    a.   where cancelled less than 4 days prior to the scheduled commencement of the Service(s)
        100% of the Charges due to be paid for the Service(s)

    b.   where cancelled between 4 and 7 days (inclusive) prior to the scheduled commencement date of the Service(s)
        75% of the Charges due to be paid for the Service(s)

    c.   where cancelled between 8 and 15 days (inclusive) prior to the scheduled commencement date of the Service(s)
        50% of the Charges due to be paid for the Service(s)

    d.   where cancelled after 16 days prior to the scheduled commencement date of the Service(s)
        20% of the Charges due to be paid for the Service(s)

2.6.3   Clause 2.2 (Fees and Payment), Clause 2.4 (Customer Obligations), Clause 2.5 (Intellectual Property) and Clause 2.6 (Term and Termination) shall survive termination and continue in full force and effect.

2.7   DATA PROCESSING

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