

SERVICE SPECIFIC CONDITIONS FOR XaaS SERVICES

These Service Specific Conditions for XaaS Services apply in addition to the Wavenet Master Service Agreement (MSA) for the Customer's use of the following Services:

- **"Subscription Services"** – Microsoft 365, Microsoft Azure
- **"Back Up & Recovery Services"** - Virtual Recovery, Virtual Replication, Datto SaaS, Datto BCDR
- **"Managed Services"** – Infrastructure, Private Cloud
- AWS (Amazon Web Services)
- Mimecast
- AntiVirus
- MDM (Mobile Device Management)
- URiM
- Inicio AI
- Kentik
- Any other cloud-based software as a service

DEFINITIONS:

All definitions from the MSA shall apply to these Service Specific Conditions for XaaS Services together with the following service specific definitions which shall have the meanings set out below:

"ADSL Line" means the asymmetric digital subscriber line (or other appropriate communication line agreed with Wavenet in writing) provided and maintained by the Customer for the daily transmission of Data to the Data Centre

"Allocated Resource" means the data storage resource allocated to the Customer as part of the Services

"Backup Equipment" means the equipment located at the Customer's Premises for the backup of Data to the Data Centre

"Critical Applications" means any operating systems and application software in respect of the Customer's mission critical operations that are specified on the Order or otherwise agreed in writing

"Disaster" means an event outside the Customer's reasonable control including an Act of God, flood, earthquake, windstorm or other natural disaster; terrorist attack, civil war, civil commotion or riots; nuclear, chemical or biological contamination or sonic boom; fire, explosion or accidental damage; extreme adverse weather conditions; interruption or failure of electric power; or collapse of building structures, which prevents the Customer's access to Customer Premises, Hardware or Data for a period in excess of 12 hours; or any material corruption or destruction of the Customer's Data

"Hardware" means the Customer's hardware specified in the Order on which Data is stored

"Nominated Employees" means up to 10 of the Customer's employees (or such other number as may be agreed with Wavenet in writing) nominated by the Customer on the Order (or otherwise notified to Wavenet from time to time) who may be granted remote access to Data following a Disaster as part of the Services

"Normal Support Hours" means 9.00am to 5.00pm Monday to Friday excluding English public holidays

"Requirements" means the Customer's requirements in respect of the Services including (without limitation) all relevant information regarding the size and nature of the Customer's Data, the Customer Software, number of End Users, and the nature of the services which you require us to provide as part of the Services

"Services" as defined in the MSA and, as part of the XaaS Solution, as more particularly described in the Specification

"Set Up Fees" the fees for set up of the Services as set out in the Order

"Specification" means the detailed description of the Customer's XaaS Solution and the particular Services which are relevant thereto, as attached or referred to in the Order

"Subscription Charges" means the subscription charges payable by the Customer for the Units, as set out in the Order

"Third Party Services" means any Software or Services (including, without limitation Data Centre Services) provided to the Customer by Wavenet on behalf of a third-party provider

"Usage Fees" the fees in respect of the Customer's Allocated Resource as set out in the Order

"Units" the user subscriptions, licenses, or amount of Allocated Resource purchased by the Customer which entitles End Users to access and use the Software and Services in accordance with this Agreement

"XaaS Solution" means the combination of Services specific to the Customer as set out in the Order

1 APPLICATION OF THESE CONDITIONS

These Service Specific Conditions shall apply to the provision of Services to the Customer during the Term the particular Services which form part of the Customer's XaaS Solution

2 USE OF THE SERVICES

- 2.1 Subject to the Customer's payment of the Charges and the terms of this Agreement Wavenet grants to the Customer a non-exclusive, non-transferable right during the Term of this Agreement to use, and/or allow the End Users to use, the Services, the Software and any Servers owned by Wavenet, to the extent required for the Customer's your XaaS Solution solely for the Customer's internal business operations
- 2.2 The Customer warrants that it has all relevant permissions consents and licences in respect of the Data including the right for Wavenet to store the Data on the Servers
- 2.3 The Customer shall procure all necessary licences for each Authorised User to use any Customer Software, and warrants that it has and will maintain all necessary licences and consents necessary for Wavenet to host any Customer Software on its Servers as part of the Services
- 2.4 The Customer hereby indemnifies Wavenet against any claim that Wavenet's storage or use of the Data or Wavenet's hosting of any Customer Software on its Servers breaches the terms of any consent permission or licence, or otherwise infringes the rights of any third party
- 2.5 The Customer shall not, except as may be permitted by law or otherwise in accordance with this Agreement:
 - 2.5.1 copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means; or
 - 2.5.2 reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software.
 - 2.5.3 access, store, distribute or transmit any Malware, or any Data or materials during the Customer's use of the Services that are:
 - 2.5.3.1 misleading, or misrepresentative of the Customer's identity or affiliation with any person; or
 - 2.5.3.2 obscene, indecent, pornographic, offensive, defamatory, facilitates illegal activity; or promotes unlawful violence.
 - 2.5.3.3 discriminatory (based on current legislation); or
 - 2.5.3.4 in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence or promoting any illegal activity
 - 2.5.4 Wavenet reserves the right, without liability to the Customer to disable the Customer's access to any Data or materials that breach the provisions of this clause 2.5
- 2.6 The Customer shall not:
 - 2.6.1 access all or any part of the Services in order to build a product or service which competes with the Services; or
 - 2.6.2 use the Services to provide services to third parties; or attempt to obtain, or assist third

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- parties in obtaining, access to the Services, other than as provided under this clause 2; or
- 2.6.3 sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or make the Services available to any third party except the End Users

- 2.7 The Customer also agrees:
- 2.7.1 not to access without authority, interfere with, damage or disrupt:
- 2.7.1.1 any information technology, network or communications equipment provided as part of the Servers;
- 2.7.1.2 any software used on the Servers; or
- 2.7.1.3 any Equipment or network or Software owned or used by any third party provided as part of the Services
- 2.8 The Customer agrees that in using the Services, it shall comply with the terms of this clause 2. If the Customer fails to comply with this clause 2, Wavenet shall have the right to:
- 2.8.1 suspend the Services until such time as it is satisfied that the Customer is able to comply with this clause 2; and/or
- 2.8.2 terminate the Services forthwith upon written notice to the Customer; and/or
- 2.8.3 claim any costs expenses losses and damages which Wavenet may incur as a result of the Customer's failure to comply with this clause

3 WAVENET'S OBLIGATIONS

- 3.1 Wavenet will perform the Services using reasonable endeavours in accordance with the Specification and with reasonable skill and care, except to the extent that the Customer has failed to comply with its obligations in this Agreement and/or the Specification, or where the Customer's use of the Services is contrary to Wavenet's instructions, or where the Services have been modified or altered by anyone other than Wavenet or its agents or authorised Third Party Contractors
- 3.2 Subject to clauses 3.3 and 3.4 if the Services do not conform to the undertaking in clause 3.1, Wavenet will use all reasonable endeavours to correct the defect in accordance with its standard support procedures described in the Specification. Wavenet's standard support service shall be available during its Normal Support Hours except in the case of a total Service failure, following which (subject to clause 3.4) Wavenet shall use its reasonable endeavours to resume the Services as soon as reasonably practicable
- 3.3 The remedy set out in clause 3.2 constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 3.1
- 3.4 Notwithstanding the foregoing, Wavenet:
- 3.4.1 does not warrant that the Customer's use of the Services will be uninterrupted or error-free, nor that the Services will meet the Customer's requirements; and
- 3.4.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities, including Malware attack; and
- 3.4.3 shall not be liable to the Customer for any defect in the Services to the extent caused by any defect or failure in the Customer's Data or any Customer Software
- 3.4.4 subject to the Customer's obligations as set out in this Agreement, Wavenet warrants that it has and will maintain all necessary licences,

consents, and permissions necessary for the performance of its obligations under this Agreement

4 SERVICE LEVELS

- 4.1 Wavenet shall use reasonable endeavours to provide at least a 99.9% uptime service availability level, except for:
- 4.1.1 planned maintenance, which Wavenet may carry out to ensure the continuing quality of the Services where:
- 4.1.1.1 Wavenet has given the Customer at least three days' notice of its intention to undertake such maintenance, or
- 4.1.1.2 where the maintenance work is required in connection with the requirement of a third party, such period of notice as may be reasonable taking into account the notice which Wavenet may have received from that third party
- 4.1.2 emergency maintenance which Wavenet may require to be undertaken to prevent the failure or serious degradation of the Service. Where Wavenet is unable to give the Customer 48 hours' notice of its intention to undertake emergency maintenance Wavenet will endeavour to undertake emergency maintenance outside Wavenet's normal business hours
- 4.2 Subject to clause 4.1.1 and 4.1.2, in the event you experience more than 1 hour downtime in any calendar day, Wavenet will refund to the Customer the equivalent of that day's Subscription Charges. Wavenet shall not be liable to make any refund under this clause 4.2 to the extent any downtime arises as a result of any defect in the Customer Software or Third-Party Services

5 CUSTOMER OBLIGATIONS

- 5.1 In order for Wavenet to provide the Services, the Customer shall provide Wavenet with all necessary co-operation in relation to this Agreement and access to such information as Wavenet may require, including but not limited to Data, Customer Software, Hardware, Backup Equipment or any other Equipment owned by the Customer which is necessary for the Services and any security access information and configuration services
- 5.2 The Customer shall (and shall ensure that the End Users shall):
- 5.2.1 use the Services in accordance with this Agreement and the Customer shall be responsible for any Authorised User's breach of any term of this Agreement
- 5.2.2 comply with any obligations set out in the Specification
- 5.2.3 comply with all Applicable Laws and regulations with respect to the Customer's activities under this Agreement
- 5.2.4 maintain all necessary licences, consents, and permissions necessary for Wavenet to be able to perform its obligations under this Agreement
- 5.2.5 carry out all other responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Wavenet may adjust any agreed timetable or delivery schedule as reasonably necessary
- 5.2.6 use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services, and promptly notify Wavenet if the Customer discovers any such unauthorised access or use

- 5.2.7 ensure that the Customer's network and Systems complies with the Specification or any other relevant specifications provided by Wavenet from time to time
- 5.2.8 be solely responsible for the correction of any defect or failure in any Customer Software
- 5.2.9 be solely responsible for procuring and maintaining internet connectivity
- 5.2.10 provide Wavenet with at least two full working days' notice to cancel a booked site visit and the Customer accepts that failure to provide Wavenet with the required notice will result in the Customer being charged for the cancelled visit

6 LIABILITY

Where the Customer's XaaS Solution includes Backup and Recovery Services, Wavenet shall have no liability to the Customer for any losses or damage suffered by the Customer, or costs or expenses incurred by the Customer, as a result of the Customer's failure to maintain the ADSL Line and/or an appropriate bandwidth allocation for the volume of Data to be transmitted to the Data Centre

7 DATA AND DATA PROTECTION

Files are stored and transmitted using high level encryption over SSL, and the Customer acknowledges that such technical security measures are adequate having regard to the nature of the Data

8 SUBSCRIPTION SERVICES

8.1 Set up and Configuration

Subject to this Agreement and within 28 days of the Start Date, Wavenet shall use its reasonable endeavours to configure the Services in accordance with the Specification, providing that any such dates are estimates only and time shall not be of the essence in respect of the Services

8.2 User Subscriptions

Where the Customer's XaaS Solution includes Services on a user subscription basis, the Customer shall purchase the number of Units set out in the Order for each of the End Users to use the Services as set out below:

- 8.2.1 the Customer undertakes that the maximum number of End Users shall not exceed the number of Units that the Customer has purchased from time to time
- 8.2.2 the Customer may, from time to time during the Term, submit a request to purchase additional User Subscriptions in excess of the number set out in the Order. Any request to purchase additional Units shall be subject to our written approval
- 8.2.3 for Microsoft ("MS") licensing, the Customer acknowledges that, upon expiration of its current Microsoft licence User Subscriptions, the price of the licence(s) shall move to the prevailing MS RRP rate

8.3 Allocated Resource

The Customer will be allocated the Allocated Resource for the Service which will comprise processor power, memory, disk storage and bandwidth. The allowance will vary dependent upon the hosting package purchased by the Customer. If the Customer persistently and/or substantially exceeds the Allocated Resource Wavenet reserves the right to either (at Wavenet's discretion) terminate the Service, or suspend the Service until the Customer upgrades to a higher-level package, and/or charge the Customer additional Charges for over usage

8.4 Support

Wavenet will, as part of the Services and at no additional cost to the Customer, provide the Customer with Wavenet's standard customer support services during Normal Support Hours in accordance with Wavenet's our IT Support SLA in effect at the time that the Services are provided. Wavenet may amend the IT Support SLA at its sole and absolute discretion from time to time. The Customer may purchase enhanced support services separately at Wavenet's then current rates

8.5 Arrangements on Termination

Subject to the Customer having paid all and any outstanding Charges and having complied with clause 18.6 of the MSA (as applicable), the Customer may request a file of its Customer Software and Data which Wavenet will make available to the Customer for a fee. The Customer must make such request within 30 days of termination. Following termination Wavenet shall have no obligation to retain the Customer's Customer Software and Data

9 MANAGED SERVICES

9.1 Infrastructure

9.1.1 Set Up and Configuration

Subject to this Agreement and within 28 days of the Start Date, Wavenet shall use reasonable endeavours to:

- 9.1.1.1 provide the Servers in accordance with the Specification and locate these at Wavenet's Data Centre; and
- 9.1.1.2 configure the Managed Services in accordance with the Specification providing that any such dates are estimates only and time shall not be of the essence in respect of the Infrastructure Services

9.1.2 The Customer agrees that:

- 9.1.2.1 all information that the Customer provided to Wavenet in order for Wavenet to prepare the Specification is true and accurate in all material respects; and
- 9.1.2.2 the Specification is correct and meets the Customer's requirements in respect of the Servers and Managed Services

9.1.3 Where the Customer's Services include Infrastructure, title in the Servers shall remain with Wavenet at all times

9.1.4 Wavenet shall insure the Servers and the Customer shall comply with any reasonable conditions imposed by Wavenet's insurers that may be notified to the Customer from time to time

9.1.5 The Customer acknowledges that its Data and Customer Software will be stored on Servers which are not dedicated to the Customer. The Data and Customer Software shall, however, be secured to prevent unauthorised access by any third party

9.1.6 Support

Wavenet will, as part of the Services, provide the Customer with its standard support services during Normal Support Hours in accordance with its IT Support SLA in effect at the time that the Infrastructure Services are provided. Wavenet may amend the IT Support SLA at its sole and absolute discretion from time to time. The Customer may purchase enhanced support services separately at Wavenet's then current rates

9.1.7 Arrangements on Termination

Upon expiry or termination of the Managed Services, subject to the Customer having paid all and any outstanding Charges and having complied with 18.6 of the MSA (as applicable), the Customer may request a file of its Customer Software and Data which Wavenet will make available to the Customer for a fee. The Customer must make such request within 30 days of termination. Following termination Wavenet shall have no obligation to retain the Customer's Customer Software and Data

9.2 Private Cloud

9.2.1 Set Up and Configuration

Subject to this Agreement and within 28 days of the Start Date, Wavenet shall use its reasonable endeavours to:

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9.2.1.1 provide the Servers in accordance with the Specification and locate these at Wavenet's Data Centre; and

9.2.1.2 configure the Managed Services in accordance with the Specification

Providing that any such dates are estimates only and time shall not be of the essence in respect of the Managed Services

9.2.2 Where the Customer's Services include Private Cloud the Customer shall retain a nominal sum of £100 against Wavenet's invoice for the Servers, which will be payable upon termination of the contract. Upon receipt of this payment title to the Servers will pass to you for removal from Wavenet's Data Centre in accordance with clause 9.2.5.1

9.2.3 Whilst located in Wavenet's Data Centre, Wavenet shall insure the Servers and the Customer shall comply with any reasonable conditions imposed by Wavenet's insurer that Wavenet may notify to the Customer from time to time

9.2.4 **Support**
Wavenet will, as part of the Services and at no additional cost to the Customer, provide the Customer with our standard customer support services during Normal Support Hours in accordance with Wavenet's IT Support SLA Support Services Policy in effect at the time that the Private Cloud Services are provided. Wavenet may amend the IT Support SLA Support Services Policy in its sole and absolute discretion from time to time. The Customer may purchase enhanced support services separately at Wavenet's current rates

9.2.5 **Arrangements on Termination**
Upon expiry or termination of the Managed Services subject to the Customer having paid all and any outstanding Charges and having complied with clause 18.6 of the MSA (as applicable):

9.2.5.1 the Customer may request return of the Servers which Wavenet will make available to the Customer for a fee. Within a reasonable time of the Customer's request and upon receipt of the fee, Wavenet shall agree with the Customer a suitable time for the Customer to collect the Servers or for Wavenet to deliver the same to the Customer Premises

9.2.5.2 the Customer must request return of its Servers within 30 days of termination. Following termination Wavenet shall have no obligation to retain the Customer's Servers and may remove all copies of the Servers from its Data Centre and dispose of such Servers as it sees fit

9.3 **Exclusions From Managed Services**

This clause 9.3 shall apply to both Infrastructure and Private Cloud Services. Except where included as part of the Customer's XaaS Solution, the Customer is responsible for:

9.3.1 all data back-up, recovery, and/or replication services in respect of its Data

9.3.2 the System and any support and maintenance thereof

10. RECOVERY & BACKUP SERVICES

10.1 **Virtual Recovery (Veeam)**

10.1.1 **Set up and Configuration**

Within a reasonable time of the Start Date Wavenet shall:

10.1.1.1 provide and install the Backup Equipment at the Customer Premises

10.1.1.2 take an initial copy of the Data on a remote storage device and store such copy Wavenet's Data Centre

10.1.1.3 configure the Backup Equipment such that a backup of the Data will be taken automatically on a daily basis and transmitted to the Wavenet Data Centre via the ADSL Line

10.1.1.4 take a virtual copy of the Critical Applications, and store such copy at the Wavenet Data Centre

10.1.2 **Backup of Data**

Wavenet shall backup the Customer's Data to our Backup Equipment at a time and frequency agreed by the parties. Wavenet recommends that a backup is taken every 24 hours. The backup shall be stored at the Wavenet Data Centre

10.1.3 **Data Recovery**

In the event of a Disaster Wavenet shall use its reasonable endeavours to provide remote access to the Data in respect of Critical Applications to the Customer's Nominated Employees for a period not exceeding 30 days (or other period agreed in writing). Wavenet shall use its reasonable endeavours to provide the Customer with such remote access to its Data within 24 hours

10.1.4 **Property and Risk**

10.1.4.1 Unless otherwise agreed with the Customer the Backup Equipment shall remain the property of Wavenet at all times. Where Wavenet owns the Backup Equipment Wavenet shall insure the Backup Equipment and the Customer shall comply with any reasonable conditions imposed by Wavenet's insurer that Wavenet may notify to the Customer from time to time. Where it is agreed with the Customer that the Customer owns the Backup Equipment, the Customer is solely responsible for insuring the Backup Equipment

10.1.4.2 The Data shall remain the Customer's property at all times.

10.1.5 **Arrangements on Termination**

On termination of the Agreement for any reason:

10.1.5.1 where Backup Equipment remains the property of Wavenet the Customer shall return such Backup Equipment to Wavenet and if the Customer fails to do so, Wavenet may enter the Customer Premises and take possession of it. Until the Backup Equipment has been returned to or repossessed by Wavenet, the Customer remains responsible for its safe keeping

10.1.5.2 Subject to the Customer having paid all outstanding Charges and having complied with clause 18.6 of the MSA (as applicable), the Customer may request a file of its Data which Wavenet will make available to the Customer for a fee. The Customer must make such request within 30 days of termination. Following termination Wavenet shall have no obligation to retain or return the Customer's Data

11.2 **Virtual Replication**

11.2.1 **Set up and Configuration**

Within a reasonable time of the Start Date Wavenet shall configure the Customer's Hardware such that a replica of the Data and Critical Applications will be made automatically via the ADSL Line in real time on the Wavenet Servers at the Wavenet Data Centre

11.2.2 **Replication of Data**

Wavenet shall replicate the Customer's Data and Critical Applications on Wavenet's Backup Equipment at the times and frequency as set out in the Specification

11.2.3 In the event of a Disaster:

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11.2.3.1 which causes a failure in the Customer's on-premise Hardware, the Customer may, without Wavenet's assistance, access the replica of its Data and Critical Applications by remote access immediately following the Disaster; or

11.2.3.2 where the Customer requests assistance, Wavenet shall use its reasonable endeavours to provide the Customer with access to the replica of its Data and Critical Applications within 24 hours of the Customer's request

11.3 Exclusions

The Customer acknowledges that the Virtual Replication Services do not include any backup or archiving services. The Customer is solely responsible for any backup or archiving of Data and in the event any of the Customer's Data becomes corrupted, lost or damaged the Customer is solely responsible for recovery of the same

11.4 Customer's Responsibilities

During the Term of the Services the Customer shall as applicable (at the Customer's cost):

- 11.4.1 provide and maintain the ADSL Line and ensure that at all times the bandwidth allocation of the ADSL Line remains appropriate and available for the volume of Data to be transmitted to Wavenet Data Centre
- 11.4.2 provide appropriate facilities to Wavenet's employees, agents and Authorised Subcontractors for the provision of the Recover.IT Services
- 11.4.3 ensure the Customer's Hardware is properly maintained and kept in good working order
- 11.4.4 keep the Customer's Hardware and any Backup Equipment and any storage media in a safe and secure environment, with appropriate temperature and humidity
- 11.4.5 promptly notify Wavenet of any defect or fault in the Backup Equipment and not allow any persons other than Wavenet staff or Authorised Subcontractors to maintain, repair or relocate the Backup Equipment
- 11.4.6 ensure the Data:
 - 11.4.6.1 is free from any virus or other Malware, and is of a sufficient quality to ensure that restoration is possible in the event of a Disaster; and
 - 11.4.6.2 has no illegal or offensive content and does not infringe the rights of any third party
- 11.4.7 promptly notify Wavenet in the event of a Disaster, and provide Wavenet, to the extent possible, with access to the Hardware, the Backup Equipment, any storage media and any other information and assistance that Wavenet may reasonably require
- 11.4.8 attend rehearsals in respect of data recovery at least once per year or otherwise in accordance with good industry practice, the costs of which rehearsals shall be paid by the Customer in addition to the Charges
- 11.4.9 in the event of a Disaster, provide Wavenet with all reasonable assistance to obtain support in respect of any third party software in the Critical Applications, (including without limitation direct access to any providers of support in respect of such third party software)
- 11.4.10 Wavenet shall not be responsible for any delay or inability to provide the Services where this is caused by the Customer's breach of any of the obligations in this paragraph 11.4

11.5 Exclusions

The Customer acknowledges that Wavenet is not responsible for the backup, recovery or replication of any of the Customer's Data which is held locally on PCs, laptops or other mobile devices. The Customer must ensure any of its Data stored locally on any PC or on any laptop or other mobile device or remote storage device is backed up to the Servers and synchronised with the Data on a regular basis

12. DATTO

12.1 Datto BCDR

12.1.1 Set up and Configuration

Within a reasonable time of the Start Date Wavenet shall:

- 12.1.1.1 provide and install the Backup Equipment at the Customer Premises
- 12.1.1.2 configure the Backup Equipment such that a backup of the Data will be taken automatically on a regular basis to both the local device and transmitted to the Datto Data Centre via the Customer's internet connection

12.1.2 Backup of Data

Wavenet shall backup the Customer's Data as follows:

- 12.1.2.1 backups to the Customer's local device will run regularly daily and
- 12.1.2.2 a backup from the Customer's local device to the Datto data centre will run once every 24 hours
- 12.1.2.3 the frequency and timings of backups will be agreed between the Customer and Wavenet

12.1.3 Data Recovery

Wavenet shall use its reasonable endeavours to recover the Data from the local device within 24 hours

12.1.4 Property and Risk

If the Customer owns the Backup Equipment, the Customer is solely responsible for insuring the Backup Equipment. The Data shall remain the Customer's property at all times

12.1.5 Arrangements on Termination

On termination of the Agreement for any reason, the Service will cease, and the Customer's Data will be deleted from the Datto Data Centre

12.1.6 Customer's Obligations

The Customer must ensure that:

- 12.1.6.1 the Server(s) being backed up by the Service meets the Customer's specific backup requirements and the Servers remain available at all times
- 12.1.6.2 the Customer's internet connection is reliable and of an appropriate capacity for the Customer's business needs

12.2 Datto SaaS

12.2.1 Wavenet will configure the Datto SaaS cloud portal to access the Customer's Microsoft 365 Data for the purposes of backup

12.2.2 Backups of Data

Backups will run to the Datto Data Centre 3 times per 24-hour period

12.2.3 Recovery of Data

Wavenet shall use reasonable endeavours to begin the recovery of the Data from the Datto Data Centre within 4 hours

12.2.4 Arrangements on Termination

On termination of the Agreement for any reason, the service will cease, and the Customer's Data will be deleted from the Datto Data Centre

12.3 Datto File Protection

12.3.1 Specification

This product is not suitable where there is significant Data change each day, for database backups such as SQL, for large files (over 1 GB) and is limited to 500Mb per file per day. Microsoft Windows 8.1 or above is required

12.3.2 Set Up

Wavenet will configure the Datto cloud-based portal and provide an agent to be installed on each endpoint. Installation services for the agent can be provided at Wavenet's standard rates

12.3.3 Back up of Data

Data from each endpoint will be replicated up to Datto's Data Centre on a continuous basis when the endpoint has internet access. Retention is 180 days and uses a Datto Data Centre in Denmark

12.3.4 Data Recovery

Wavenet shall use reasonable endeavours to begin the recovery of Data from the Datto Data Centre within 4 hours

12.3.5 Arrangements on Termination

On termination of the Agreement for any reason, the service will cease, and the Customer's Data will be deleted from the Datto Data Centre

12.3.6 Customer's Obligations

The Customer must ensure that the endpoints have internet connectivity of an appropriate capacity to allow the product to function

Products due to any factors beyond Wavenet's control (including but not limited to foreign exchange fluctuations and increases in taxes and duties).

15. DOMAIN REGISTRATION AS GOV.UK REGISTRAR ("GOV.UK REGISTRATION SERVICES")

15.1 The terms and conditions available at <https://www.gov.uk/guidance/additional-terms-for-govuk-agreements> are additional mandatory terms and conditions (the "Additional Terms") that shall apply to all gov.uk Registration Services provided to the Customer by Wavenet.

15.2 By procuring the gov.uk Registration Services the Customer is deemed to have accepted the Additional Terms.

13. INICIO AI

13.1 Wavenet shall detail particulars of the Inicio AI service specification in the Order or in a Statement of Works ("SOW") attached to the Order

13.2 If Wavenet provides an Inicio AI subscription bundle ("the Bundle Package"), where a certain number of cases per month are included in the cost, Charges will be calculated on the basis of the relevant Bundle Package and invoiced monthly

13.3 If the Bundle Package limit is exceeded, or where no Bundle Package is selected, Wavenet will apply a per case charge (as detailed in the Order)

14. KENTIK

14.1 By consenting to this Agreement, the Customer acknowledges and agrees that it will be bound by the Vendor EULA available at www.kentik.com/legal/resale-eula-saas which shall govern the Customer's use of the relevant Vendor Products in addition to the terms of this Agreement.

14.2 Clauses 7 (Fees) and 12 (Term and Termination) of the EULA shall not apply to the Customer's use of the relevant Vendor Products.

14.3 Wavenet shall provide the Customer with Third-Party Management Services (as defined in Service Specific Conditions for Supporting Services) through a Third-Party Management Service Desk which shall operate in accordance with the relevant provisions in the Service Specific Conditions for Supporting Services.

14.4 Installation of the Vendor Product and related professional services will be provided directly by the Vendor.

14.5 Wavenet may, by giving notice to the Customer at any time before invoice, increase the price of the Products to reflect any increase in the cost of the