

## SERVICE SPECIFIC CONDITIONS FOR ADVISORY, PROFESSIONAL AND PROJECT SERVICES

These Service Specific Conditions for Advisory, Professional and Project Services apply in addition to the Wavenet Master Service Agreement (“MSA”)

### DEFINITIONS

All definitions from the MSA shall apply to these Service Specific Conditions for Advisory, Professional and Project Services, together with the following definitions which shall have the meanings set out below:

“**Advisory, Professional and Project Services**” means the Services provided by Wavenet to the Customer under these Service Specific Conditions and as detailed in the Order;

“**Backup Equipment**” means the equipment located at the Customer Premises for the backup of Data;

“**Course Outline**” means a document providing training details as further detailed in clause 5.4;

“**Customer Third Party Services**” means any services provided to the Customer by third party service providers, such as ISPs, hosting companies or other third-party support companies for Customer Software or Hardware;

“**Hardware**” means the Customer hardware on which Data is stored;

“**Training Resource**” means one or more Wavenet personnel or Third Party Contractors who are responsible for the delivery of the Training Services to the Customer;

“**Training Services**” means the services to be provided by Wavenet to the Customer in accordance with clause 5, if detailed in the Order; and

“**Training Type**” means on-site training, virtual leader led training or E-learning training as specified in the Order.

### 1. PROVISION OF THE ADVISORY, PROFESSIONAL AND PROJECT SERVICES

- 1.1 The Advisory, Professional and Project Services may include pre-sales recommendations, site surveys, infrastructure solutions planning, project management, technical delivery services, specialist IT advice, strategic advice and any other IT or security advisory services as detailed in Order.
- 1.2 Where Advisory, Professional and Project Services are required to be performed on-site, the Customer shall provide Wavenet with all facilities that may reasonably be required to provide the Advisory, Professional and Project Services such as access to the System, the appropriate resources and the Customer’s staff.
- 1.3 All Intellectual Property Rights in deliverables such as reports, advisory or consultancy guidance and documentation will remain the property of Wavenet. The Customer accepts that all such reports, advisory or consultancy guidance and documentation provided in relation to the Advisory, Professional and Project Services are accurate at the time of delivery, based upon the information provided to Wavenet by the Customer.

### 2. WAVENET’S OBLIGATIONS

- 2.1 Wavenet will perform the Advisory, Professional and Project Services using reasonable endeavours and with reasonable skill and care, except to the extent that the Customer has failed to comply with its obligations in this Agreement, or where the Customer’s use of the Advisory, Professional and Project Services is contrary to Wavenet’s instructions, or where the Advisory, Professional and Project

Services have been modified or altered by anyone other than Wavenet or its authorised Third Party Contractors or agents

- 2.2 Subject to clauses 2.3 and 2.4 if the Advisory, Professional and Project Services do not conform to the undertaking in clause 2.1, Wavenet will use reasonable endeavours to correct the defect.
  - 2.3 The remedy set out in clause 2.2 constitutes the Customer’s sole and exclusive remedy for any breach of the undertaking set out in clause 2.1.
  - 2.4 Notwithstanding the foregoing, Wavenet:
    - 2.4.1 does not warrant that the Customer’s use of the Advisory, Professional and Project Services will be uninterrupted or error-free; nor that the Advisory, Professional and Project Services will meet the Customer’s requirements;
    - 2.4.2 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 Advisory, Professional and Project Services may be subject to limitations, delays and/or other problems inherent in the use of such communications facilities, including Malware; and
    - 2.4.3 shall not be liable to the Customer for any defect in the Advisory, Professional and Project Services to the extent caused by any defect or failure in the Data or any Customer Software.
  - 2.5 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.
  - 2.6 If, during the process of assessing Data or reviewing information in the performance of the Advisory, Professional and Project Services, Wavenet has cause for concern or suspects any illegalities, then subject to the nature of the discovery, Wavenet reserves the right to terminate the Agreement forthwith. In accordance with clause 11.3.5 of the MSA, Wavenet may also be obliged to provide evidence of such findings to any governmental authority or regulatory body.
- ### 3. CUSTOMER OBLIGATIONS
- 3.1 In order for Wavenet to provide the Advisory, Professional and Project 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 Customer Equipment which is necessary for the provision of the Advisory, Professional and Project Services and any security access information and configuration services. The Customer shall also provide, where required, assistance in obtaining the co-operation and/or permission of any Customer Third Party Service providers that may fall within the scope of the Advisory, Professional and Project Services.
  - 3.2 The Customer shall (and shall ensure that the End Users shall):

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- 3.2.1 use the Advisory, Professional and Project Services in accordance with this Agreement and the Customer shall be responsible for any End User's breach of any term of this Agreement;
  - 3.2.2 comply with all Applicable Law with respect to the Customer's activities under this Agreement;
  - 3.2.3 maintain all licences, consents, and permissions necessary for Wavenet to be able to perform its obligations under this Agreement;
  - 3.2.4 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, Wavenet may adjust any agreed timetable or delivery schedule as reasonably necessary;
  - 3.2.5 use all reasonable endeavours to prevent any unauthorised access to, or use of, the Advisory Services, and promptly notify Wavenet if the Customer discovers any such unauthorised access or use;
  - 3.2.6 ensure that the Customer's network and Systems comply with relevant specifications provided by Wavenet from time to time;
  - 3.2.7 be solely responsible for the correction of any defect or failure in any Customer Software;
  - 3.2.8 be solely responsible for procuring and maintaining internet connectivity;
  - 3.2.9 provide Wavenet with at least five full Business 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; and
  - 3.2.10 provide Wavenet with at least three full Business Days' notice to cancel a booked virtual leader and the Customer accepts that failure to provide Wavenet with the required notice will result in the Customer being charged for the cancelled training.
- 3.3 It is the Customer's responsibility to ensure the security and maintenance of its System and Customer Software, and to invest in and implement such appropriate security measures which would reasonably be considered to be best practice in a business of its size and standing necessary to protect the Customer's System and its Data, including its customers' data.
- 3.4 It is the Customer's responsibility to ensure that its End Users are regularly trained in security awareness, cyber-attacks and security threats prevention.

### 4. SECURITY

- 4.1 The Customer (including its End Users) is responsible for controlling permission access rights to files stored on its System. The Customer is responsible for any user ID and passwords associated with such access controls and also for appropriate staff training with regard to good password security. Wavenet shall not be responsible for any user ID and passwords associated with such access controls, and shall not be responsible for any unauthorised access to the Data as a result of the security of such access controls being breached by any person other than Wavenet or its Third Party Contractors

### 5. TRAINING SERVICES

- 5.1 Where the Order states that Training Services are to be provided, Wavenet will provide the Training Services in accordance with this clause 5. The Training Type will be identified in the Order.
- 5.2 On-site training will be provided by a Training Resource:
  - 5.2.1 attending the Customer Premises or at another location designated by Wavenet; and
  - 5.2.2 at a date and time notified by Wavenet.
- 5.3 Virtual leader led training will be provided by a Training Resource working from Wavenet's premises or at another location designated by Wavenet, as appropriate and at a date and time notified by Wavenet.
- 5.4 E-learning training will be provided via access to an online portal.
- 5.5 The Course Outline may include some or all of the following details dependent on the Training Type:
  - 5.5.1 agreed location where the Training Services will be performed by Wavenet;
  - 5.5.2 duration of Training Services;
  - 5.5.3 maximum number of delegates;
  - 5.5.4 environmental details;
  - 5.5.5 description of Training Services;
  - 5.5.6 objectives of Training Services;
  - 5.5.7 target audience; and
  - 5.5.8 recommended delegate pre-requisites and experience.
- 5.6 Wavenet retains ownership of all Intellectual Property Rights in the Training Services irrespective of the Training Type. The Customer may not record any Training Services without the prior written consent of Wavenet. This includes, but is not limited to, audio, video, and screen recordings. Any unauthorised recording may constitute a breach of Wavenet's Intellectual Property Rights and may result in legal action.