

## SERVICE SPECIFIC CONDITIONS FOR ASSURED DATA PROTECTION SERVICES

### Service Specific Conditions for Assured Data Protection Services

These Service Specific Conditions for Assured Data Protection Services apply in addition to the Wavenet Master Service Agreement ("MSA") to the Customer's use of the Assured Data Protection Services. All definitions from the MSA shall apply to these Service Specific Conditions for Assured Data Protection Services.

#### 1. DEFINITIONS

In these Service Specific Conditions, the following words shall have the following meanings:

**"Annual Subscription"** means the subscription charges for the Assured Data Protection Services;

**"Assured Data Protection Services"** means the services to be supplied to the Customer by the Subcontractor in relation to these Service Specific Conditions, as specified in the Order;

**"Customer Backup Data"** means the Customer data that will be collected for protection using the Assured Data Protection Services;

**"Documentation"** means the then current user guides, if any, that are provided by the Subcontractor to the Customer which describe the Assured Data Protection Services;

**"Supplied Products"** means any products supplied in relation to the Assured Data Protection Services;

**"Statement Of Works"** means the statement of the works to be carried out by the Subcontractor to deliver the Assured Data Protection Services; and

**"Subcontractor"** means Assured Data Protection Limited (company registration number 10161043).

All other capitalised terms that are not defined in these Service Specific Conditions shall have the meanings stated in the MSA.

#### 2. SERVICES

- 2.1. Wavenet will procure the Subcontractor to provide the Assured Data Protection Services to the Customer.
- 2.2. Details of the Customer Backup Data will be specified in the Statement of Works issued to the Customer on or around the commencement of the Assured Data Protection Services.
- 2.3. The Customer shall pay the Annual Subscription to Wavenet, which shall form part of the Charges specified in the Order and shall be payable in accordance with the MSA.
- 2.4. The Customer acknowledges that for the effective provision and use of the Assured Data Protection Services, it must ensure that: (i) the Subcontractor is allowed such access to the Customer Premises as is required to deliver the Assured Data Protection Services and; (ii) Wavenet is made aware of any changes to the Customer Equipment in a timely manner.
- 2.5. The Customer agrees and acknowledges that it will accept and comply with any terms of supply of the Assured Data Protection Services issued to it from time to time by the Subcontractor or Wavenet.

#### 3. TESTING

- 3.1. Testing shall only be provided in respect of the Assured Data Protection Services twice per year as agreed between the Subcontractor and the Customer. Additional testing may be agreed by the Subcontractor and the Customer and shall be subject

to additional charges to be determined by the Subcontractor.

#### 4. WAVENET WARRANTIES AND OBLIGATIONS

- 4.1. Wavenet does not warrant that the functions of the Assured Data Protection Services will meet any particular requirements or that their operation will be entirely error-free or that all program defects are capable of correction or improvement.
- 4.2. Unless expressly set out in this Agreement, all warranties in the Assured Data Protection Services including any implied warranties of merchantability, satisfactory quality or fitness for purpose or ability to achieve a particular result are hereby excluded.
- 4.3. In the absence of fraud, no oral or written information or advice given by the Subcontractor or its agents or licensees shall create a warranty or give rise to any other liability other than set out in this Agreement.
- 4.4. Wavenet warrants that the Assured Data Protection Services shall:
  - 4.4.1. be performed using reasonable skill and care;
  - 4.4.2. be performed by appropriately qualified, trained and experienced personnel; and
  - 4.4.3. in the case of any Documentation provided to the Customer, be accurate, complete and free from material errors and omissions.

#### 5. CUSTOMER OBLIGATIONS

- 5.1. The Customer shall not:
  - 5.1.1. translate, adapt, vary, modify, disassemble, decompile or reverse engineer the Supplied Products or create derivative works of the same for any purpose; or
  - 5.1.2. sell, license, lease, rent, loan, lend, transmit, network, or otherwise distribute or transfer the Assured Data Protection Services, Supplied Products and/or Documentation in any manner to third parties
- 5.2. The Customer shall throughout the existence of the Agreement ensure:
  - 5.2.1. the Customer computer hardware used for the Assured Data Protection Services are managed in a proper manner; and
  - 5.2.2. that all persons with administrative authority over the Assured Data Protection Services are competent trained employees
- 5.3. The Customer undertakes throughout the existence of the Agreement:
  - 5.3.1. not to cause or permit anything which may damage or endanger the Subcontractor's Intellectual Property Rights or the Subcontractor's title to them or assist or allow others to do so;
  - 5.3.2. to notify Wavenet of any actual, threatened or suspected infringement of the Subcontractor's Intellectual Property Rights; and
  - 5.3.3. to notify Wavenet of any claim by any third party that the Assured Data Protection Services infringe any Intellectual Property Rights of any third party
- 5.4. The Customer shall indemnify Wavenet and keep Wavenet indemnified against all losses, damages, reasonable costs or reasonable expenses and other liabilities (including reasonable legal fees) incurred by, awarded against or agreed to be paid by Wavenet

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arising from any claim made against Wavenet for actual or alleged infringement of a third party's Intellectual Property Rights arising out of use by the Customer of the Subcontractor's Intellectual Property Rights.

### 6. EXCLUSIONS FROM THE SERVICES

- 6.1. Wavenet shall be under no obligation to provide support and maintenance in respect of:
  - 6.1.1. problems resulting from any modifications or customisation of the Assured Data Protection Services or Supplied Products not made by or authorised in writing by the Subcontractor;
  - 6.1.2. any software other than the Supplied Products;
  - 6.1.3. incorrect or unauthorised use of Assured Data Protection Services or operator error where these are defined as use or operation not in accordance with the Documentation;
  - 6.1.4. any fault in any computer hardware that is not supplied by the Subcontractor;
  - 6.1.5. any programs used in conjunction with the Assured Data Protection Services or Supplied Products;
  - 6.1.6. use of the elements of the Assured Data Protection Services or Supplied Products in any combination other than those specified in the Documentation;
  - 6.1.7. use of the Assured Data Protection Services or Supplied Products with any other software or products that the Subcontractor has not expressly authorised in writing to be used with the Supplied Products; or
  - 6.1.8. use of the Assured Data Protection Services with computer hardware, operating systems or other supporting software other than those specified in the Documentation