

**Service Specific Conditions for Business Continuity and
Disaster Recovery Services**

These Service Specific Conditions for Business Continuity and Disaster Recovery Services apply in addition to the Wavenet Master Service Agreement (“MSA”) to the Customer’s use of the Business Continuity and Disaster Recovery Services. All definitions from the MSA shall apply to these Service Specific Conditions for Business Continuity and Disaster Recovery Services.

1. DEFINITIONS

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

“Business Continuity and Disaster Recovery Services”

means those Services to be provided by Wavenet to the Customer in accordance with these Service Specific Conditions;

“Customer Equipment” means the Customer’s computer hardware which may be either physical or virtual and which is used by the Customer at the Site Address;

“Dedicated Services” means the provision by Wavenet of a Recovery Facility reserved for the use of the Customer during an Invocation and stipulated as “Dedicated” in the Order;

“Disaster” means any unplanned incident which causes the Site Address, or Customer Equipment to be inoperable, or inaccessible;

“Invocation” means each occasion when there is a Notification of a Disaster to Wavenet which results in the Customer utilising the Business Continuity and Disaster Recovery Services;

“Multiple Invocation” means an Invocation resulting in a request to utilise the Business Continuity and Disaster Recovery Services that has already been allocated to another customer of Wavenet as a result of a prior Invocation by that other customer;

“Notification” or **“Notify”** means the approved process as defined in these Service Specific Conditions that the Customer must follow in order to call upon the Business Continuity and Disaster Recovery Services;

“Recovery Facility” means the equipment and other resources referred to in the Order, which will be delivered locally using physical equipment or remotely using virtual or physical equipment;

“Response Period” means a period commencing on Notification of the Disaster, to continue as stipulated in clause 2.3;

“Response Time” means the time after Invocation, as specified in the Order, within which Wavenet will make available the Recovery Facility to the Customer;

“Service Centre” means the address specified in the Order as the Service Centre address pertaining to the Services stipulated in the Order;

“Site Address” means the Customer’s premises located at the address specified in the Order pertaining to the Services stipulated in the Order;

“Testing” means use of the whole or part of the Recovery Facility by the Customer for testing purposes pursuant to clause 3;

“Test Days” means the number of days available each year for the Testing as specified in the Order; and

“User” means any party using the Electronic Communications Network or a Public Electronic Communications Network where it is provided by Wavenet as part of the Business Continuity and Disaster Recovery Services.

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

2. DISASTER INVOCATION

- 2.1. The Customer shall immediately Notify Wavenet by telephone when a Disaster occurs and shall confirm

such occurrence to Wavenet in writing as soon as reasonably possible.

- 2.2. Subject to clause 5, following such Invocation Wavenet will make the Recovery Facility available to the Customer in accordance with the applicable Order.
- 2.3. The Response Period shall continue until the Site Address becomes operational or upon the expiry of fourteen (14) weeks from Notification of the Disaster whichever is the sooner. This does not apply to Dedicated Services.
- 2.4. Following Invocation, the Customer shall use all reasonable endeavours to reoccupy the Site Address or locate and occupy suitable alternative premises, so as to release the Recovery Facility and Service Centre as soon as possible.
- 2.5. After completion of the Invocation, Wavenet will re-initialise all equipment used by the Customer during the Invocation period. If the Customer requires the data to be deleted in accordance with its own requirements, the Customer must delete the data before the end of the Invocation and within the Invocation timeframe.

3. TESTING

- 3.1. At the request of the Customer, Wavenet will make the Recovery Facility available for the Test Days at the Service Centre to enable the Customer to ensure that its procedures and, where applicable, operating systems and application software operate to its satisfaction on the Recovery Facility.
- 3.2. A failure by the Customer to request Testing during any particular twelve (12) month period will not entitle the Customer to transfer the Test Days that were allocated to the twelvemonth period to a subsequent twelve (12) month period, nor will it entitle the Customer to a refund or a reduction in the Charges.
- 3.3. Testing shall be for the number of days per annum detailed in the Order and scheduled by mutual agreement and in accordance with Wavenet’s procedures in effect from time to time. Additional testing can be purchased by the Customer.
- 3.4. The Customer acknowledges and accepts that, save in respect of Dedicated Services, another customer Invocation has priority over the Customer’s use of the Recovery Facility and/or Service Centre for Testing and the Customer will vacate the Recovery Facility and/or Service Centre within two (2) hours of being requested to do so following an Invocation by another customer. In the event that the Customer vacates the Recovery Facility and/or Service Centre in accordance with this clause 3.4, it will be entitled to re-schedule the affected Test Day(s) in accordance with clause 3.3.
- 3.5. After Testing has been completed, save in relation to Dedicated Services, Wavenet will re-initialise all equipment used by the Customer during Testing. If the Customer requires the data to be deleted in accordance with its own requirements, the Customer

must delete the data before the end of Testing and within the Testing timeframe scheduled.

or a User fails to comply with or acts in breach of its obligations under clause 4.4.

4. CUSTOMER OBLIGATIONS

- 4.1. The Customer will at all times comply with Wavenet's procedures and processes applicable to Invocation and Testing, the use and supply of the Business Continuity and Disaster Recovery Services, escalation and fault reporting.
- 4.2. The Customer will ensure that all the Customer's employees, customers, representatives and visitors that may attend the Service Centre comply with the policies and procedures, including health and safety and security policies and procedures that apply at the Service Centre.
- 4.3. During the Response Period the Customer will:
 - 4.3.1. operate the Service Centre and Recovery Facility and its installation in a prudent manner in accordance with the applicable manufacturer's recommendations;
 - 4.3.2. ensure that the Service Centre and Recovery Facility is operated only by competent trained employees; and
 - 4.3.3. supply all consumables for use on the Recovery Facility and at the Service Centre.
- 4.4. Where the Customer makes use of a Public Electronic Communications Network as part of the Services provided by Wavenet under this Agreement:
 - 4.4.1. the Customer undertakes to use the Public Electronic Communications Network and to procure that each User uses the Public Electronic Communications Network in accordance with such reasonable operating instructions as may be notified in writing or verbally (and confirmed in writing) to the Customer by Wavenet from time to time;
 - 4.4.2. without limitation to the generality of clause 4.4.1, the Customer undertakes not to use the Public Electronic Communications Network and undertakes to prevent each User from using the Public Electronic Communications Network:
 - 4.4.2.1. for the communication, publication, transmission or receipt of any material which is defamatory, offensive or abusive or of an obscene, nuisance, hoax, threatening or menacing character;
 - 4.4.2.2. in a manner which constitutes a violation or infringement of the rights of any person, firm or Wavenet (including but not limited to rights of copyright, privacy or confidentiality);
 - 4.4.2.3. in a manner that is associated with a criminal offence;
 - 4.4.2.4. to cause annoyance, inconvenience or needless anxiety; or
 - 4.4.2.5. unlawfully or fraudulently or in breach of any legislation.
 - 4.4.3. Wavenet shall have the right (without prejudice to any other rights to terminate this Agreement) to terminate the Customer's connection to the Public Electronic Communications Network by notice in writing to the Customer if the Customer

5. MULTIPLE INVOCATIONS

- 5.1. The Business Continuity and Disaster Recovery Services, with the exception of Dedicated Services, are sold on a syndicated basis to multiple customers that have equal call upon the same facilities and equipment. The Customer therefore acknowledges that:
 - 5.1.1. Wavenet has multiple customers for its services and cannot guarantee that there will not be competing demands for the contracted Business Continuity and Disaster Recovery Services. If Multiple Invocations occur, another customer may already have invoked all or part of the contracted Business Continuity and Disaster Recovery Services, and it may therefore not be possible for Wavenet to make the Recovery Facility available at all or in part to the Customer;
 - 5.1.2. Wavenet shall not be liable if, due to Multiple Invocations, the Business Continuity and Disaster Recovery Services are not available to the Customer, but it shall use reasonable endeavours to make alternative Recovery Facilities available, in the order of Invocation, from Wavenet's portfolio of then available resources; and
 - 5.1.3. during Multiple Invocations, notwithstanding that the Customer may have priority as a result of a prior Invocation, the Customer shall cooperate with Wavenet's reasonable efforts to provide disaster recovery services to other Customers.

6. SERVICE CENTRE LOCATION CHANGE

- 6.1. Wavenet shall be entitled to change without consent the location of a Service Centre by giving the Customer no less than ninety days' (90) notice.