

SERVICE SPECIFIC CONDITIONS FOR CLOUD SERVICES

These Service Specific Conditions for Cloud Services apply in addition to the Wavenet Master Service Agreement (MSA)

A. MICROSOFT CLOUD SERVICES AND SUBSCRIPTION SUPPORT SERVICES

DEFINITIONS:

All definitions from the MSA shall apply to these Service Specific Conditions for Cloud Services with the additional definitions which shall have the meaning set out below:

"Active Price List" means one or more active price lists containing the pricing details for the Subscriptions, as published by Microsoft from time to time and as applicable at the date specified by Microsoft;

"Add-On" means any Microsoft service taken as an additional option to a Subscription;

"Error" means an unplanned or unexpected interruption in the operation of the Subscription;

"Licence Based Subscription" means a Subscription that is billed according to the requested number of licences, regardless of actual product usage;

"Microsoft" means Microsoft Corporation and its affiliates;

"Microsoft Auto Renew Period" means the relevant term as specified in the Microsoft Program Guide for the relevant Subscription;

"Microsoft Customer Agreement" means as defined in paragraph 3;

"Microsoft Cloud Services" means the Subscriptions facilitated by Wavenet for the Customer under these Service Specific Conditions;

"Microsoft Commercial Marketplace" means the online platform operated by Microsoft through which the Customer may discover, procure, and deploy Microsoft and third-party software solutions, services, and applications;

"Microsoft CSP Program" means Microsoft's cloud solution provider program, through which it authorises resellers, including Wavenet, to resell Subscriptions to customers in accordance with the Microsoft Customer Agreement and the Microsoft Program Guide;

"MS Licenses" means Microsoft licenses to use Microsoft products which may be chargeable on a per-use basis, including minimum terms of use.

"Microsoft Program Guide" means a Microsoft published document from time to time in force containing relevant information about the Microsoft CSP Program, that may include several handbooks, including but not limited to operations, support or other functions relevant to Subscriptions;

"New Commerce Experience" means Microsoft's new commerce experience, through which it authorises resellers, including Wavenet, to resell Subscriptions to customers in accordance with the Microsoft Customer Agreement and the Microsoft Program Guide;

"Query" means a request for information or advice related to the operation of the Subscription;

"Renewal Date" means the first day of each subsequent Microsoft Auto Renew Period for a Subscription in accordance with paragraph 2.4;

"Reserved Instance" means where the Customer purchases a specified compute resource configuration (such as a virtual machine instance type, region, and operating system) for a fixed term;

"Self-Service Portal" means a self-service portal made available for End Users to gain access to their Microsoft tenant and make changes to increase, decrease, or add new MS Licenses;

"Standard Query" means any Query which is not an Urgent Query;

"Subscription" means any product, subscription, service or bundle offered by Microsoft comprising a right to the Customer to use the Microsoft online services for a defined

term, which may include Microsoft software technology, as made available by Wavenet to the Customer on a "software as a service" basis and as set out on the Order;

"Subscription Support Request" means a request from the Customer for assistance in relation to an Error or Query;

"Subscription Support Request Times" means as defined in Table 1 (Subscription Support Request Times) in paragraph 4.6;

"Subscription Support Services" means those Services provided by Wavenet in connection with a Subscription in accordance with paragraph 4;

"Third-Party Offer" means any software, service, or solution made available through the Microsoft Commercial Marketplace;

"Urgent Query" means any Query assessed as urgent by Wavenet (acting reasonably) based on the relevant information provided;

"Usage Based" means a Subscription that is billed according to the Customer's actual usage.

1. START DATE

- 1.1. The Start Date will be the date that the Subscription is first created and activated by Wavenet within the Microsoft environment.
- 1.2. Wavenet will not facilitate any Microsoft Cloud Services or provide any Subscription Support Services as described in these Service Specific Conditions until such time as it has received and accepted an Order signed by the Customer and processed the details as required by Microsoft to satisfy the acceptance of a Microsoft Customer Agreement by the Customer.
- 1.3. Each purchase of a new Subscription will be an agreed Change for the purposes of this Agreement and will have its own Start Date, which will be the date that the new Subscription is created and activated by Wavenet within the Microsoft environment.
- 1.4. The accompanying Subscription Support Services will commence on the Start Date of the connected Subscription.

2. INITIAL TERM AND MICROSOFT AUTO RENEW PERIOD

- 2.1. The Initial Term for Microsoft Cloud Services and Subscription Support Services shall be as set out in the Order, or if no Initial Term is specified, twelve (12) calendar months from the Start Date for the relevant Subscription.
- 2.2. During the Term Subscriptions and Subscription Support Services will automatically renew at the end of the relevant Microsoft Auto Renew Period for the Subscription, unless cancelled by the Customer in accordance with paragraphs 2.5 and/or 2.6 or unless otherwise agreed in writing between the parties. Each renewal of a Subscription will be for a further Microsoft Auto Renew Period, as applicable to that Subscription. Upon receipt of the Customer's request in writing under paragraph 2.5.1 for any cancellation, Wavenet will process the cancellation of the renewal for the relevant Subscription by updating the Subscription through its Microsoft CSP Program portal to take effect at the end of the current relevant Microsoft Auto Renew Period,

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unless otherwise agreed in writing with the Customer. Where the Customer submits its request for a cancellation under paragraph 2.5.2, the Customer's cancellation will become effective at the time that the relevant submission is accepted through the portal.

- 2.3. Subject to paragraphs 2.4 and 2.5, a Licence Based Subscription purchased via the Microsoft CSP Program may be changed from time to time by increasing or decreasing the number of licences relevant to that Subscription and/or by adding or removing any Add-On services. Any such Changes to the relevant number of licences under a Licence Based Subscription and any Changes to Add-Ons will commence on the date of activation of the relevant Change within the Microsoft environment and will expire at the end of the relevant Microsoft Auto Renew Period for the relevant Subscription. Where the Customer submits its request for a Change under paragraph 2.5.1, Wavenet will process the Change promptly and in any event within fourteen (14) days of such request. Where the Customer submits its request for a Change under paragraph 2.5.2, the relevant Change will become effective at the time that the relevant submission is accepted through the portal.
- 2.4. The Customer may cancel a Subscription or reduce the number of licences applicable to a Subscription at any time after the Initial Term for the relevant Subscription, during the Microsoft Auto Renew Period, provided that:
 - 2.4.1. a refund will only be provided to the extent expressly provided for in the Program Guide for the relevant Subscription; and
 - 2.4.2. an "early termination charge", meaning fees due from Customer in the event of cancellation of a Subscription before the end of the relevant Microsoft Auto Renew Period, may be applied as set out in the Program Guide from time to time.
- 2.5. All requests for Changes to Subscriptions and/or for cancellation of any Subscriptions under paragraph 2.2 or 2.3 during the relevant Microsoft Auto Renew Period for that Subscription must be:
 - 2.5.1. submitted in writing by the Customer to Wavenet, which in the case of a request for cancellation under paragraph 2.2 shall be not less than fourteen (14) days before the end of the current relevant Microsoft Auto Renew Period; or
 - 2.5.2. where made available by Wavenet from time to time, submitted through a relevant online portal; and are subject to approval by Wavenet (such approval not to be unreasonably withheld or delayed) and Microsoft
- 2.6. The Customer may cancel a Subscription or reduce the number of licences applicable to a Subscription within the first seventy two (72) hours of purchase through the New Commerce Experience and receive a pro-rated refund. After seventy two (72) hours of purchase of the Subscription or licences applicable to a Subscription, no cancellation or refund is

available and the Customer will be liable for the Charges for the remainder of the Initial Term.

- 2.7. The Customer may increase the licences applicable to a Subscription through the New Commerce Experience at any time during the Initial Term with billing adjustments reflected on the next invoice. If the Customer does increase the licences during the Initial Term, then it can only cancel or reduce these licences within the first seventy two (72) hours of purchase through the New Commerce Experience, and obtain a pro-rated refund. After seventy two (72) hours of purchase, no cancellation or refund is available and the Customer will be liable for the Charges for the remainder of the Initial Term.
- 2.8. Any requests to increase or decrease the licences applicable to a Subscription or to cancel a Subscription that has been purchased through the New Commerce Experience shall be logged via Wavenet's service desk during Normal Working Hours.

3. MICROSOFT CUSTOMER AGREEMENTS

- 3.1. The Customer acknowledges and agrees that the Customer's purchase and use of the Microsoft Cloud Services are subject to the Customer agreeing to comply with the Microsoft Customer Agreement relevant to the Subscription and relevant to the country where the Microsoft Cloud Services are provided. By entering into this Agreement, the Customer is deemed to have accepted and be bound by the Microsoft Customer Agreement and that Microsoft shall be entitled to enforce the Microsoft Customer Agreement directly against the Customer and to rely upon this Agreement pursuant to The Contracts (Rights of Third Parties) Act 1999 notwithstanding any provision to the contrary in the MSA. The Customer further acknowledges and agrees that Microsoft (and not Wavenet) is liable to the Customer for the provision of the Microsoft Cloud Services. The Microsoft Customer Agreement in force on the Start Date or Renewal Date (as applicable) will remain in force for the period of that Subscription. The Microsoft Customer Agreements can be found at: <https://www.microsoft.com/licensing/docs/customer-agreement>. If Microsoft updates the Microsoft Customer Agreement then the Customer accepts the new Microsoft Customer Agreement as applicable on the relevant renewal of the Subscription.
- 3.2. The Customer acknowledges and agrees that any personal data (in accordance with the Microsoft Privacy Statement) provided to Microsoft in connection with the Microsoft Cloud Services (or otherwise processed as part of the Microsoft Cloud Services) will be processed by Microsoft in accordance with the Microsoft Privacy Statement in force on the Start Date or Renewal Date (as applicable). This statement can be found at: <https://privacy.microsoft.com/en-gb/privacystatement>.

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4. SUBSCRIPTION SUPPORT SERVICES

- 4.1. Wavenet will perform relevant Subscription Support Services associated with the purchase, activation and support of Subscriptions. Those Services may be performed by Wavenet through a Microsoft CSP program portal or New Commerce Experience or such other processes or tools identified by Microsoft in the Microsoft Program Guide or as otherwise agreed between Wavenet and Microsoft from time to time. The Subscription Support Services will include basic account set-up, accounts and billing services, and triage prior to escalation to the Vendor.
- 4.2. Where requested by the Customer in accordance with paragraph 2.2 and/or 2.3, Wavenet will request any Subscription Changes to Microsoft on behalf of the Customer. There is no guarantee that Microsoft will approve any such changes or additions. Wavenet does not commit to any additional Subscriptions or Changes to Subscriptions requested by the Customer but not approved by Microsoft.
- 4.3. Wavenet will investigate errors reported by the Customer where the standard method of performing an administrative or user function in respect of a Subscription does not operate as expected or produces an error which cannot be resolved by the Customer. For the avoidance of doubt the Microsoft Cloud Services and Subscription Support Services do not include requests for basic product training or technical consulting.
- 4.4. Subscription Support Requests
- 4.5. Wavenet will respond to a Subscription Support Request within the Subscription Support Request Times below, unless otherwise set out in the Order.
- 4.6. Table 1: Subscription Support Request Times

Request Type	Response Time
Errors	2 Normal Working Hours
Urgent Query	1 Business Day
Standard Query	2 Business Day

- 4.7. Where assistance from Microsoft is deemed by Wavenet to be required, Wavenet will raise and manage a support ticket with Microsoft on behalf of the Customer.
- 4.8. Wavenet is not liable and has no control over or obligations in respect of Microsoft's performance in investigating or resolving any errors or issues raised in respect of the Subscriptions.
- 4.9. To the extent that Microsoft passes to Wavenet any compensation or damages due to the Customer under the Microsoft Customer Agreements, Wavenet will promptly pass such amount to the Customer.

5. CUSTOMER OBLIGATIONS AND SERVICE DEPENDENCIES

- 5.1. The Customer is responsible for accepting and complying with the Microsoft Customer Agreements in accordance with paragraph 3.
- 5.2. The Customer shall ensure that the Subscriptions (and the relevant Microsoft online services applicable to such Subscriptions) are not used in any way that may breach the Microsoft Customer Agreement or infringe the rights of any person whether in statute or common law.
- 5.3. The Customer will provide suitably qualified and/or experienced personnel with whom Wavenet can liaise for the purposes of facilitating the Microsoft Cloud Services and providing the Subscription Support Services.
- 5.4. Unless otherwise expressly provided for in this Agreement as a Wavenet responsibility in respect of any managed Services Wavenet is providing to the Customer relevant to the Subscriptions or other Services, the Customer remains responsible for all management of the online services, including but not limited to any design, configuration and management of such services (managing changes, events, problems and/or incidents) and the security and firewalls of the Customer's communications links, equipment, software, services and processes.
- 5.5. The Customer is solely responsible for the content of all Customer data and such data remains the responsibility of the Customer at all times. Wavenet does not and will not assume any obligations with respect to Customer data or to the Customer's use of the Subscriptions other than as expressly provided for in this Agreement or as required by Relevant Law.

6. EXCLUSIONS AND LIMITATIONS

- 6.1. The Microsoft Cloud Services and Subscription Support Services in these Service Specific Conditions do not include any Services required due to problems caused by accident, abuse or use of the Microsoft Cloud Services by the Customer in a manner that is inconsistent with these Service Specific Conditions.
- 6.2. In no event will Wavenet be liable for loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for loss of use, lost profits, revenues, business interruption, or loss of business information, however caused or on any theory of liability arising from the Customer's use of the Microsoft Cloud Services and Subscription Support Services.
- 6.3. Wavenet shall not be obligated to facilitate or to continue to facilitate any Microsoft Cloud Services or provide any Subscription Support Services during the Term if Microsoft, in its sole discretion, has discontinued or otherwise removed any such services from the services it offers.
- 6.4. Unless applicable law requires otherwise and without prejudice to paragraph 3, the only remedy that Wavenet will have against Microsoft and therefore that the Customer will have against Wavenet for anything related to the Microsoft Cloud

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Services is to obtain direct damages from Microsoft up to the amount actually paid by Wavenet to Microsoft during the prior one-year period for the relevant Microsoft Cloud Services, minus any amounts paid by Microsoft during that same period for any prior liability to the Customer. The Customer may not recover any other damages from Wavenet or Microsoft, including loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for lost profits, revenues, business interruption, or loss of business information, even if Wavenet and/or Microsoft knew they were possible. The limitations in this paragraph 6.4 apply to: (i) anything related to the Subscriptions; and (ii) claims for breach of contract, breach of warranty, strict liability, negligence or other tort to the extent permitted by applicable law. It also applies even if Customer is not fully compensated for any losses, or Wavenet and/or Microsoft knew or should have known about the possibility of damages. The limitations in this paragraph 6.4, do not apply to claims for non-payment, fraud, breach of confidentiality, defence of infringement claims or third party claims. Wavenet's (and Microsoft's) liability for loss or damage of any kind (including loss or damage caused by negligence) is reduced to the extent that the Customer (or its agents) caused or contributed to that loss or damage.

7. CHARGES

- 7.1. The initial Charges for the Microsoft Cloud Services are as identified in the Order.
- 7.2. Subject to paragraphs 7.1 and 7.3, Wavenet shall charge the Customer for the Microsoft Cloud Services in accordance with the Active Price List. The Charges for the Subscriptions may be changed by Microsoft without notice notwithstanding anything in this Agreement or the Microsoft Customer Agreement to the contrary.
- 7.3. Where any percentage discount or other percentage adjustment to the Active Price List has been agreed between the parties and is identified on the Order, such percentage adjustment shall be applied by Wavenet to the Charges accordingly (either as a one-off adjustment or a continuing percentage adjustment, as applicable).
- 7.4. The Charges for each renewal of Subscriptions will be in accordance with the Active Price List in effect on the relevant Renewal Date.
- 7.5. The Charges for the Licence Based Subscriptions are invoiced by Wavenet monthly in advance, with the first invoice issued by Wavenet on or around the Start Date and monthly thereafter.
- 7.6. The Charges for Licence Based Subscriptions will be increased in the event of any increase in the number of licences applicable to a relevant Subscription agreed in accordance with paragraph 2.3 according to the price valid on the Active Price List as at the Start Date or the Renewal Date of the relevant Subscription. The Charges for Licence based Subscriptions may be reduced in the event of any decrease in the number of licences applicable to a

relevant Subscription being agreed in accordance with paragraph 2.4, subject always to paragraph 2.4.

- 7.7. The Charges for Usage Based Subscriptions are invoiced monthly in arrears.
- 7.8. Any additional or remedial Services necessary as a result of any failure of the Customer to provide the relevant Customer Obligations, including but not limited to those obligations set out in paragraph 5, will be regarded as additional Services and subject to additional Charges to be invoiced in accordance with Wavenet's published Rate Card.

8. MICROSOFT SELF SERVICE PORTAL

8.1 The Customer may use the Self-Service Portal to purchase MS Licenses, subject to the relevant Wavenet terms and conditions, and the Charges for such MS Licenses will be invoiced to the Customer by Wavenet in the Customer's next invoice following an order for such MS Licenses and shall be in relation to the specified term of such MS Licenses which may exceed the Initial Term and/or Renewal Period of the Agreement.

8.2 In the event the Customer purchases a Third-Party Offer, the Vendor of the Third-Party Offer shall provide technical support and service level commitments to the Customer. For the avoidance of doubt, Wavenet shall only provide billing and payment support to the Customer in relation to the Third Party Offer.

8.3 In the event the Customer purchases a Reserved Instance Wavenet will not provide support to the Customer for the Reserved Instance save for billing and payment support.

8.4 Where the Customer purchases a Reserved Instance or other committed cloud services directly from Microsoft or via the Azure portal, the Customer is solely responsible for all commercial and contractual obligations arising from those purchases. This includes (but is not limited to) the term selected, the financial commitment, any renewal, auto-renewal, cancellation restrictions, early termination fees, and any associated costs or liabilities. Wavenet shall have no responsibility or liability for any commitments, renewals, financial exposure, or commercial impact resulting from Reserved Instances purchased directly by the Customer.

B. WAVENET FLEX PLATFORM

DEFINITIONS:

All definitions from the MSA shall apply to these Service Specific Conditions for Cloud Services with the additional definitions which shall have the meaning set out below:

"Active Resiliency" means as defined in paragraph APPENDIX 11a)(i)(a);

"Airgapped" means a security measure which seeks to ensure that data cannot be accessed via electronic networks or computers;

"Bandwidth" means an amount of data traffic measured in b/s (bits per second) across the inter-connect;

"Basic Backup Solution" means an automated backup solution for the Customer Environment and the Customer's data within the Customer Environment that will comprise

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daily backups that will be retained for 31 (thirty one) days or such other period as set out in the Order;

"Broadband Acceptable Use Policy" means Wavenet's policy for the acceptable use of its Broadband Services and/or the internet, the current version of which is available at Wavenet (or at such other website address as is notified to the Customer by Wavenet from time to time);

"Change Management" has the meaning given to it in the Service Specific Conditions for Supporting Services;

"Customer Data" means all data, including all text, sound, video, image files and software that are provided to Wavenet by, or on behalf of, the Customer through use of the Wavenet Flex Services;

"Customer Environment" means the agreed service elements for the Wavenet Flex Platform for the Customer as set out in the Order;

"Wavenet Flex Network" means the Wavenet Flex Hardware, excluding the storage and servers;

"Wavenet Flex Platform" means together the Wavenet Flex Hardware and the Hypervisor provided by Wavenet and made available to the Customer to host virtual services which includes VMWare hypervisor licensing and host based Microsoft Windows server operating system licensing;

"Wavenet Flex Services" means the provision of the Wavenet Flex Platform by Wavenet to the Customer for hosting the Customer Environment together with any and all Services provided by Wavenet under these Service Specific Conditions;

"Wavenet Flex Hardware" means the hardware, including but not limited to the relevant storage and servers, switches, routers and firewalls owned and provided by Wavenet to support the Wavenet Flex Services;

"DNS" means domain name system, which is the Internet's system for converting alphabetic names into numerical IP addresses;

"Hypervisor" means software that runs on computer hardware that allows one or more host computers to support multiple guest virtual machines by virtually sharing its resources;

"Immutability Period" means the period during which data is rendered Immutable;

"Immutable Storage" means a chargeable upgrade to the Basic Backup Solution which may include any combination of: local, remote or offsite Airgapped configuration as identified in the Order;

"Immutable" or "Immutability" means stored data that cannot be changed or deleted;

"Incident" means as defined in Service Specific Conditions for Supporting Services;

"Incident Management" means as defined in the Service Specific Conditions for Supporting Services;

"Intersite Service" means (if any stated on the Order) the connectivity between a Primary Data Centre and a Secondary Data Centre provided in accordance with paragraph 5;

"IP" means internet protocol, which is the method or protocol by which data is sent from one computer to another on the internet;

"Public IP Address" means internet protocol address, which is the unique identifier for a computer or other device that distinguishes it from all other devices connected to the internet;

"IP-SEC VPN" means IP security virtual private networks, being the set of protocols that provides security for IPs used for setting up of virtual private networks (VPNs) in a secure manner;

"ISP" means an internet service provider;

"Measurement Period" means as defined in paragraph 12.3;

"Network Time Protocol" means a protocol used to synchronize computer clock times in a network;

"Non-Active Resiliency" means as defined in paragraph APPENDIX 11a)(i)(b);

"Primary Data Centre" means the data centre facility used as the primary location housing the Wavenet Flex Platform;

"Quality of Service" means the capability of a network to provide better service to selected network traffic over various technologies, including frame relay, asynchronous transfer mode (ATM), Ethernet and 802.1 networks, SONET, and IP-routed networks that may use any or all of these underlying technologies;

"Recovery Point Objective" means the age of files that would be recovered from backup storage for normal operations to resume if the Wavenet Flex Platform is affected by a disaster or disruption, as set out in the Order;

"Recovery Time Objective" means the targeted duration of time within which the Wavenet Flex Platform would be restored after a disaster or disruption, as set out in the Order or the design document;

"Resiliency Options" means the resiliency options for the Wavenet Flex Services (if any) as set out in the Order;

"Secondary Data Centre" means (if any set out in the Order) the data centre facility used as a secondary data centre, which may be designated to act as a failover for any occurrence where Services from the Primary Data Centre are compromised;

"Service Availability" means the proportion of time that the Wavenet Flex Platform is available during the Measurement Period as defined and calculated in accordance with paragraph 12.2;

"Service Management" means the Services described in the Service Specific Conditions for Supporting Services;

"Scheduled Maintenance" means any maintenance, planned outages or server relocation scheduled by Wavenet (which for the avoidance of doubt does not include patching and/or software and/or firmware upgrades) in accordance with paragraph 15.

"SQL" means structured query language, which is the standard computer language for relational database management and managing data;

"VLAN" means a virtual local area network, which is any broadcast domain that is partitioned and isolated in a computer network at the data link layer;

"VRF" means virtual routing and forwarding, which is a technology included in IP network routers that allows multiple instances of a routing table to exist in a router and work simultaneously; and

"WAN" means wide area network, which is a telecommunications network or computer network that extends over a large geographical distance.

1. START DATE

- 1.1. The Start Date of the Wavenet Flex Services shall be the date specified as such in the Order or, if no date is specified, the date on which Wavenet commences the provision of Wavenet Flex Services to the Customer.

2. INITIAL TERM

- 2.1 The Initial Term shall be as set out in the Order, or if no Initial Term is specified, twelve (12) calendar months from the Start Date.

3. SERVICE DETAILS

3.1. Wavenet will:

- 3.1.1. maintain the Wavenet Flex Hardware within a Primary Data Centre and if required to support resiliency in accordance with paragraph 3.1.2 and (if set out in the Order) a Secondary Data Centre;

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- 3.1.2. provide the Wavenet Flex Platform to support the Customer Environment as set out in the Order, together with the following Resiliency Options (if any) as set out in the Order:
- (a) if Active Resiliency is set out in the Order, Wavenet will:
 - (i) provide a live instance of the Customer Environment in a Secondary Data Centre to mirror the live instance of the Customer Environment in the Primary Data Centre, together with the Intersite Services in accordance with paragraph 5; and
 - (ii) failover and restore the Customer Environment into a Secondary Data Centre in accordance with the Recovery Time Objective for Active Resiliency;
 - (b) if Non-Active Resiliency is set out in the Order, Wavenet will:
 - (i) provide a standby replicated copy of the Customer Environment, together with the Intersite Services in accordance with paragraph 5;
 - (ii) provide the relevant licences for the necessary replication software; and
 - (iii) failover and restore the Customer Environment into a Secondary Data Centre in accordance with the Recovery Time Objective for Non-Active Resiliency;
 - (c) Where specified on the Order that Wavenet is providing a Resiliency Option, Wavenet will:
 - (i) provide and maintain a service continuity management plan for a pre-determined and agreed level of service to support the minimum business requirements of the Customer following a business service interruption to the Customer Environment;
 - (ii) where the Customer has chosen a Resiliency Option, provide plans that endeavour to meet the Recovery Time Objective and Recovery Point Objective levels.
- 3.1.3. provide termination points into a Primary Data Centre and (if applicable) a Secondary Data Centre for the Customer's WAN connectivity;
- 3.1.4. where required and identified in the Order, provide IP-Sec VPN on Wavenet provided and managed firewalls, for third party remote access (providing always that the Customer accepts it is liable for and shall hold Wavenet harmless against all costs, losses and liabilities caused by the acts and omissions of the applicable third party whilst it accesses the Wavenet Flex Services);
- 3.1.5. where required and identified in the Order, provide two-factor authentication, for third party remote access (providing always that the Customer accepts it is liable for and shall hold Wavenet harmless against all costs, losses and liabilities caused by the acts and omissions of the applicable third party whilst it accesses the Wavenet Flex Services);
- 3.1.6. where required and identified in the Order, deploy a Basic Backup Solution. These backups will not be retained following termination or expiry of the Agreement;
- 3.1.7. where required and identified in the Order, provide Immutable Storage for the Immutability Period;
- 3.1.8. provide the Third Party Software licensed products stated in the Order as being provided by Wavenet as part of the Wavenet Flex Services (providing always that the Customer hereby acknowledges and agrees that it shall not use such licences except within the Wavenet Flex Services);
- 3.1.9. apply patches and/or firmware updates to the Wavenet Flex Hardware and Hypervisor to address security vulnerabilities without undue delay following the release of the security patches and/or relevant updates from the relevant Vendor and the Customer acknowledges and agrees that Wavenet shall not otherwise be obliged to patch the Customer's operating systems or software on the Wavenet Flex Platform unless such obligation is expressly accepted by Wavenet in an Order with reference to the Service Specific Conditions for Modern Workplace Services;
- 3.1.10. where required and identified in the Order, provide an internet breakout service, under which Wavenet will:
 - 3.1.10.1. provide secure internet connectivity to each server within a Primary Data Centre and (if applicable) a Secondary Data Centre via independent diversely routed switches and routers;
 - 3.1.10.2. monitor and manage this service;
 - 3.1.10.3. provide public IP Addresses; and
 - 3.1.10.4. provide and maintain logical segregation of networks on shared infrastructure using VLAN separation, unique subnets and WAN VRF separation as appropriate;
- 3.1.11. provide a data centre network management service, under which Wavenet will:
 - 3.1.11.1. manage a secure data transmission local area network service within a Primary Data Centre and (if applicable) a Secondary Data Centre;
 - 3.1.11.2. monitor and manage the Wavenet Flex Network 24x7; and
 - 3.1.11.3. provide and maintain logical segregation of networks on shared infrastructure using VLAN separation, unique subnets and WAN VRF separation as appropriate.
- 3.1.12. provide a storage management service, under which Wavenet will:
 - 3.1.12.1. provide the relevant amount of storage as specified in the Order on the Wavenet Flex Platform; and
 - 3.1.12.2. manage the storage arrays and fibre interconnects.
- 3.1.13. undertake contingency, backup and recovery strategy planning for the Wavenet Flex Platform for the provision of a continued service in respect of both Active Resiliency and Non-Active Resiliency following a business service interruption to the Wavenet Flex Platform.
- 3.2. The Wavenet Flex Services are provided solely for the Customer's use and the Customer may not resell or attempt to resell the Wavenet Flex Services (or any part of them) to any third party.

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- 3.3. Wavenet reserves the right (at Wavenet's sole discretion):
- 3.3.1. to make changes to the Wavenet Flex Services (or any part thereof) that do not have a material adverse effect on the Services and shall where Wavenet deems it practical to do so, give the Customer notification of the same;
 - 3.3.2. to suspend access to all or any part of the Wavenet Flex Services if at any time Wavenet has reasonable grounds to suspect that there has been or is likely to be a breach of security; and/or
 - 3.3.3. to require the Customer to (in which case, the Customer shall) change any or all of the passwords the Customer uses in connection with the Wavenet Flex Services.
- 3.4. Where Wavenet agrees to supply any IP Addresses, as expressly stated in the Order:
- 3.4.1. any such IP Address that may be supplied by Wavenet to the Customer is licensed to the Customer on a non-exclusive, non-transferable, revocable basis for use only in conjunction with the Wavenet Flex Services and will remain Wavenet's or its licensor's property;
 - 3.4.2. following disconnection of the Wavenet Flex Services the Customer's licence to use any IP Address supplied by Wavenet will automatically terminate; the Customer will not make any further use of it (unless otherwise agreed in writing); and it may be re-assigned by Wavenet either to Wavenet itself or to a third party; and
 - 3.4.3. Wavenet reserves the right to charge the Customer for any IP Address used or retained by the Customer after termination of this Agreement.
- 4. CUSTOMER DATA**
- 4.1. As between the parties, the Customer retains all right, title and interest in and to Customer Data. Wavenet does not acquire any rights in Customer Data, other than the rights that the Customer grants to Wavenet under this Agreement for it to provide the Wavenet Flex Services to the Customer. The Customer Data will be used or otherwise processed by Wavenet only to provide the Wavenet Flex Services to the Customer, including purposes compatible with providing those Services. Wavenet will not use or otherwise process any Customer Data or derive information from it for any advertising or similar commercial purposes.
 - 4.2. Wavenet will not disclose Customer Data outside of its Group or subcontractors except:
 - 4.2.1. as the Customer directs;
 - 4.2.2. as described in this Agreement; or
 - 4.2.3. as required by law.
 - 4.3. Customer Data may include Protected Data provided to Wavenet by, or on behalf of, the Customer through use of the Wavenet Flex Services. To the extent Wavenet is a processor or sub-processor of Protected Data subject to the Data Protection Laws, the terms in clause 10 of the MSA govern that processing and the parties also agree to the following terms in this paragraph 11.
 - 4.4. The parties agree that the Customer is the controller of Customer Data that is Protected Data and Wavenet is the processor of such data, except:
 - 4.4.1. when the Customer acts as a processor, in which case Wavenet is a sub-processor; or
 - 4.4.2. as expressly stated otherwise in this Agreement.
 - 4.5. The Customer agrees that the terms of this Agreement are the Customer's complete and final documented instructions to Wavenet for the processing of Protected Data. Any additional or alternate instructions must be agreed to as a variation to this Agreement.
 - 4.6. The parties agree that Wavenet is the data controller for business contact information or other Personal Data that may be collected at the same time as Customer Data but is needed by Wavenet to maintain the business relationship with the Customer.
 - 4.7. All rights to access or use the Wavenet Flex Services will terminate upon termination or expiry of the Wavenet Flex Services under this Agreement, save as otherwise agreed between the parties. Except as otherwise expressly agreed between the parties in writing, the Customer will not have access to any Customer Data following expiry or termination of this Agreement. At the Customer's choice, which shall be made and notified in writing to Wavenet prior to expiry or termination, Wavenet will delete or return to the Customer all the Customer Data after the end of the provision of Services, and delete existing copies unless Relevant Law requires storage of the Personal Data. In the absence of the notification of the Customer's choice being received by Wavenet prior to the expiry or termination of the Agreement, Wavenet shall be entitled to delete all copies of the Customer Data.
 - 4.8. The expiration or termination of the Wavenet Flex Services will not prejudice the Customer's obligation to pay for the storage (if any) of Customer Data agreed between the parties in writing.
 - 4.9. Without prejudice to Wavenet's rights of suspension in the MSA, Wavenet may (but shall not be obliged to) suspend the Customer's use of the Wavenet Flex Services if:
 - 4.9.1. it is reasonably needed to prevent unauthorised access to Customer Data;
 - 4.9.2. Wavenet believes that the Customer or the Customer Data breaches Relevant Law;
 - 4.9.3. the Customer fails to respond to a claim of alleged infringement of third party Intellectual Property Rights under paragraph 4.12 within a reasonable time; and/or
 - 4.9.4. the Customer does not abide by the Acceptable Use Policy or violates any other term of these Specific Conditions; and such suspension will apply to the minimum necessary part of the Wavenet Flex Services and will be in effect only while the condition or need exists. Wavenet will give notice before any such suspension, except where it reasonably believes it needs to suspend immediately. If the Customer does not fully

SERVICE SPECIFIC CONDITIONS FOR CLOUD SERVICES

address the reasons for the suspension within sixty (60) days after suspension, Wavenet may terminate the Wavenet Flex Services and delete the Customer Data without any retention period.

- 4.10. Both parties agree to fully co-operate with the Police and any other relevant authorities (including but not limited to HM Revenue and Customs, Trading Standards, the Information Commissioner's Office and/or OFCOM and their successors from time to time) in connection with any Customer Data and/or misuse or suspected misuse of the Wavenet Flex Services, and the Customer consents to Wavenet co-operating with any such authority and with any other telecommunications operators in connection with the Wavenet Flex Services if Wavenet is required to do so by law. If any such authority contacts Wavenet with a demand for Customer Data, Wavenet will attempt to redirect the third party to request that data directly from the Customer. The Customer agrees without prejudice to the generality of the foregoing, that Wavenet will be entitled to divulge any information that Wavenet holds that may be relevant to any investigation, including the name, address and account information relating to the Customer to such third parties.
- 4.11. Any assistance given by Wavenet in relation to any fraudulent and/or unauthorised use by the Customer and/or third parties (or the prevention of such use) will be on a reasonable endeavours basis only and no liability can be accepted by Wavenet for any loss sustained by the Customer arising from fraudulent and/or unauthorised means that are beyond Wavenet's reasonable control (save for any fraud and/or unauthorised use by an employee, agent or contractor of Wavenet acting in that capacity).
- 4.12. Subject to clause 9.6 of the MSA, 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 arising from any claim made against Wavenet for actual or alleged infringement of a third party's Intellectual Property Rights arising out of the Customer Data or any processing, storage or other necessary use in accordance with this Agreement by Wavenet of such Customer Data in conjunction with the Wavenet Flex Services.

5. INTERSITE SERVICE

Where Wavenet is providing an Intersite Service as identified in the Order, it will:

- 5.1. provide a secure connection between a Primary Data Centre and a Secondary Data Centre via independent diversely routed switches and routers;
- 5.2. monitor and manage the Intersite Service;
- 5.3. provide and maintain logical segregation of networks on shared infrastructure using VLAN separation, unique subnets and WAN VRF separation;

- 5.4. provide Quality of Service options (if any) as set out in the Order; and
- 5.5. provide the allocated Bandwidth detailed in the Order.

6. SOFTWARE LICENCE TERMS

- 6.1. To the extent that the Wavenet Flex Services involve End Users accessing Software then the Customer shall procure that all End Users shall comply with the applicable licence terms, not cause the Customer to breach such terms and provide Wavenet with such necessary registration details as are to be agreed between Wavenet and the Customer, which will be a minimum of the End User's full name and email address. The Customer acknowledges and accepts that if the End User does not provide this information and does not agree to any relevant acceptable use terms and conditions relating to such Software as notified by Wavenet from time to time in writing then the End User will not be able to connect to the applicable Software.
- 6.2. The Customer acknowledges and accepts that Wavenet shall have no liability to the Customer to the extent that the End User is unable to access the relevant Software and/or Wavenet Flex Services to the extent due to any failure to provide the necessary information set out in paragraph 13.1.

7. THIRD PARTY SOFTWARE AND LICENCES

- 7.1. As part of the Wavenet Flex Services, the Customer may be permitted to use certain Third Party Software developed and owned by Vendors. If the Customer uses the Third Party Software, the Customer agrees to these additional terms and conditions:
 - 7.1.1. the Third Party Software is neither sold nor distributed to the Customer and the Customer shall use it solely as part of the Wavenet Flex Services;
 - 7.1.2. the Customer shall not transfer or use the Third Party Software outside the Wavenet Flex Services;
 - 7.1.3. the Customer shall not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Third Party Software; and
 - 7.1.4. the Customer shall not reverse engineer, decompile or disassemble the Third Party Software, except to the extent expressly permitted by applicable law.
- 7.2. The Customer acknowledges and agrees that the Vendors disclaim, to the extent permitted by applicable law, all warranties by the Vendors and any liability by the Vendors or its suppliers for any damages, whether direct, indirect, or consequential, arising from the Wavenet Flex Services and/or the provision of the Third Party Software in relation to such Services. The Customer acknowledges and agrees that the Vendors are not responsible for providing any support in connection with the Services and/or the Third Party Software. The Customer shall not contact the Vendors for such support.

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- 7.3. The Customer acknowledges and agrees that Wavenet disclaims, to the extent permitted by applicable law, all warranties by Wavenet and any liability by Wavenet for any damages, whether direct, indirect, or consequential, arising from the provision or use of the Third Party Software in relation to the Wavenet Flex Services.
- 7.4. The Customer acknowledges and agrees that it is not granted any right to use the Third Party Software in any application controlling aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, weaponry systems, or any similar scenario (collectively, "High Risk Use"). The Vendors and their suppliers disclaim any express or implied warranty of fitness for High Risk Use. High Risk Use does not include utilisation of the Third Party Software for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function.

8. SCHEDULED MAINTENANCE

- 8.1. Subject to paragraphs 8.2 and 8.3, Scheduled Maintenance on the Wavenet Flex Platform and on the Primary Data Centre or Secondary Data Centre (excluding emergency maintenance) will be provided by Wavenet to the Customer and Wavenet will use its reasonable endeavours to carry out such Scheduled Maintenance during the period from 12.01am on a Saturday to 11.59pm on a Sunday
- 8.2. To the extent the Wavenet Flex Services include provision of a Secondary Data Centre, Wavenet will ensure that Scheduled Maintenance does not occur at both the Primary Data Centre and the Secondary Data Centre during the same scheduled maintenance period. Outside of the scheduled maintenance period, as permitted in accordance with paragraph 8.1, Wavenet may undertake maintenance activities provided that there is no impact on the Service Availability of the Wavenet Flex Platform.
- 8.3. Wavenet will provide to the Customer as much advance notice as is reasonably practicable (in any event no less than five (5) Business Days' notice) of any Scheduled Maintenance.

9. REPORTING

- 9.1. Subject to clause 9.2, Wavenet will provide reporting on Service Availability monthly.
- 9.2. The frequency of the reporting will be aligned to the Service Management tier purchased by the Customer from Wavenet and identified in Specific Condition F2 – Service Management. Where Service Management is not procured by the Customer from Wavenet, Wavenet shall not be obligated to provide the reporting.

10. CUSTOMER OBLIGATIONS

- 10.1. The Customer is responsible for:
- 10.1.1. determining whether the Wavenet Flex Services are appropriate for storage and processing of information subject to any specific law or regulation applicable to the Customer and/or the Customer's industry and for using the Wavenet Flex Services in a manner consistent with Customer's legal and regulatory obligations;
 - 10.1.2. for responding to any request from any regulatory authority regarding Customer's use of the Wavenet Flex Services, such as a request to delete or take down content under Relevant Laws;
 - 10.1.3. ensuring there is no fraudulent and/or unauthorised use of the Wavenet Flex Platform or any use by any unauthorised third parties (who are not employees of the Customer or the Customer's Group) that would constitute a breach by the Customer of its obligations under this Agreement;
 - 10.1.4. providing Wavenet with all information and documentation that may reasonably be requested by Wavenet in order to allow Wavenet to fulfil its obligations;
 - 10.1.5. maintaining the security and firewalls of the Customer's systems, network elements, communications links, equipment, software, services and processes used in connection with the Wavenet Flex Services, unless expressly agreed otherwise in this Agreement;
 - 10.1.6. maintaining (and ensuring that each of its authorised End Users maintains) at all times, the integrity and secrecy of all passwords, log-in details and access codes used for the purposes of accessing or using the Wavenet Flex Services;
 - 10.1.7. providing all licensing of all software that is not set out in the Order as being provided by Wavenet;
 - 10.1.8. support for any application running on the Wavenet Flex Platform that is not otherwise expressly agreed to be maintained by Wavenet under this Agreement;
 - 10.1.9. ensuring that the Customer's employees adhere to the Customer's Broadband Access Usage Policy;
 - 10.1.10. the replacement costs associated with the loss, damage or renewal to any token provided as part of two-factor authentication provided by Wavenet;
 - 10.1.11. defining and enforcing local End User policy on acceptable data for storage and backup purposes and advising Wavenet of that policy as amended from time to time;
 - 10.1.12. timely engagement with Wavenet's Change Management process;
 - 10.1.13. any and all data held on devices that have not been synchronised with the Wavenet Flex Platform;

SERVICE SPECIFIC CONDITIONS FOR CLOUD SERVICES

10.1.14. save to the extent it is agreed in writing by Wavenet to do so, the back-up of any Customer Data stored in the Wavenet Flex Platform; and

10.1.15. the secure storage, management and provision of restores of any data backed up prior to the Start Date.

10.2. The Customer agrees and undertakes:

10.2.1. not to use the Wavenet Flex Services to send, receive or store any material that could constitute or encourage conduct that would be considered a criminal offence; or that is either offensive, abusive, indecent, obscene, pornographic, fraudulent, libellous, defamatory, menacing, criminal or likely to cause annoyance or distress to any third party or likely to incite or promote illegal activities in any jurisdiction and to otherwise use the Wavenet Flex Services in accordance with Relevant Laws and in a manner that does not cause Wavenet to breach any Relevant Laws;

10.2.2. not to use the Wavenet Flex Services in a manner that constitutes a violation or infringement of the rights (including, without limitation, any Intellectual Property Rights) of any other person;

10.2.3. to implement adequate control and security over the use of the Wavenet Flex Services by its End Users, including but not limited to the prevention of Viruses; and

10.2.4. not to cause, aid, encourage or facilitate a domain or URL hosted by Wavenet for the Customer to point or otherwise direct traffic to any material that violates any Relevant Laws.

11. EXCLUSIONS

11.1. The following are expressly excluded from the scope of the Wavenet Flex Services and these Service Specific Conditions:

11.1.1. administrative access for the Customer to Wavenet Flex Platform;

11.1.2. any software licence renewals and/or security certificate renewals, save as expressly provided in these Service Specific Conditions or otherwise provided in the Order;

11.1.3. any security services and therefore Wavenet will not be liable for any security-related attacks or impact that causes any loss to the Customer;

11.1.4. the encryption of any Customer Data unless otherwise expressly agreed;

11.1.5. the provision of any assistance or services in relation to the Customer's migration or transfer to the Wavenet Flex Services, which may be provided in addition, where expressly stated in the Order, subject always to the Service Specific Conditions for Advisory, Professional and Project Services;

11.1.6. the provision of firewalls and/or local area network services, which may be provided in addition, where expressly stated in the Order,

subject always to Service Specific Conditions for Managed Services.

11.1.7. the provision of cloud management services, which may be provided in addition, where expressly stated in the Order, subject always to the Service Specific Conditions for Modern Workplace Services; and

11.1.8. the provision of connectivity services, which may be provided in addition, where expressly stated in the Order, subject always to Service Specific Conditions for Managed Services.

12. SERVICE LEVELS

Incident Management Service Levels

12.1. Wavenet will provide Incident Management in accordance with the Service Levels set out in Service Specific Conditions for Supporting Services.

12.2. Service Availability

12.2.1. The target minimum Service Availability for the Wavenet Flex Services is as set out in the Order. Service Availability is calculated in accordance with paragraph 12.2.2.

12.2.2. Subject to paragraph 13 **Error! Reference source not found.**, the Service Availability of the Wavenet Flex Services is measured as a percentage and is a representation of the portion of time that the relevant service is available during the Measurement Period calculated in accordance with this paragraph 12.2.2.

Availability is calculated using the following formula:

$$\text{Availability} = \frac{(\text{AST} - \text{DT})}{\text{AST}} \times 100$$

Where:

AST = Agreed Service Time (which unless otherwise agreed is the total number of minutes in the Measurement Period)

DT = Downtime being the actual time in minutes that the Wavenet Flex Platform is unavailable during the Agreed Service Time

12.3. Measurement Period

12.3.1. Unless otherwise stated in the Order, Wavenet's performance against the Service Levels will be measured each calendar month on the first day of the calendar month following the Start Date (the "Measurement Period"). Save in the case of manifest and demonstrable error, Wavenet's performance against the Service Levels shall be based solely on information recorded by Wavenet.

13. SERVICE LEVEL EXCLUSIONS

13.1. Any downtime or unavailability of the Wavenet Flex Services to the extent caused by the following shall be deemed not to be downtime for the purposes of the calculation of the Service Availability in accordance with paragraph 12.2 and the following shall not be taken into account for the purposes of any other Service Level calculations and such matters shall not be counted or considered in relation to any performance by Wavenet of any Service Level or other term or condition of this Agreement:

SERVICE SPECIFIC CONDITIONS FOR CLOUD SERVICES

- 13.1.1. individual server or infrastructure component failure where the Wavenet Flex Services remain available (for example, the failure of a single web server in load balanced configuration while the alternate remains in service);
 - 13.1.2. where any third party application software becomes unsupported for reasons outside of Wavenet's control or any issues relating to third party application software that require the third party Vendor to remedy the issue;
 - 13.1.3. any hardware/software or communication link fault or failure at the Customer Premises or other Site (where such equipment is not otherwise owned and managed by Wavenet);
 - 13.1.4. incidents to the extent caused by issues affecting any connectivity services that are outside of the Wavenet Flex Services;
 - 13.1.5. any emergency maintenance carried out and/or any Scheduled Maintenance carried out in accordance with paragraph 15;
 - 13.1.6. any downtime that is caused by the Customer or by a third party that is not a sub-contractor of or otherwise controlled or managed by Wavenet;
 - 13.1.7. where a Primary Data Centre and Secondary Data Centre forms the Wavenet Flex Services, any downtime of a Primary Data Centre or Secondary Data Centre where the other data centre and other Wavenet Flex Services remain available;
 - 13.1.8. any downtime or incident to the extent arising due to the invocation of an agreed exit plan or transitional assistance during the termination period.
14. Wavenet will provide the Customer with details of any exclusions claimed as part of its service reports to the Customer where Service Management has been procured from Wavenet.

15. CHARGES

- 15.1. The Charges for the Wavenet Flex Services are as set out in the Order.
- 15.2. Unless otherwise provided in the Order, Wavenet will invoice the Charges for the Wavenet Flex Services monthly in advance.

C. COLOCATION SERVICES

DEFINITIONS:

All definitions from the MSA shall apply to this paragraph with the additional definitions which shall have the meaning set out below:

"Access Policy and Procedure" means Wavenet mandated policies and procedure for accessing the Data Centre, the current version of which is set out in the Annex to these Service Specific Conditions as updated, amended or replaced as notified to the Customer from time to time, together with any other rules and regulations issued by Wavenet from time to time in respect of the Data Centre or its use;

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

"Colocation Space" means the space specified in the Order or as later notified to the Customer from time to time and made available by Wavenet at the Data Centre for the installation of Customer Equipment by or for the Customer in accordance with the terms of this Agreement;

"Wavenet Equipment" means the Racks and any servers and any other IT equipment and/or associated cabling that Wavenet supplies or otherwise makes available to the Customer for its use in connection with the Colocation Services, as identified on the Order, in respect of which ownership and title is retained by Wavenet or its lessors;

"Cross Connects" means a cable run connecting the Racks to other rack spaces within the Data Centre and/or to the Data Centre network, as required;

"Customer Equipment" means the Customer's servers and any other IT equipment and/or associated cabling that the Customer chooses to install in the Racks;

"Diverse Internet Transit" means the service of allowing network traffic to cross or "transit" between Data Centres;

"Maximum Power Draw" means the maximum amount of electrical energy that the Customer Equipment is entitled to consume within the relevant Rack, as stated in the Order;

"Rack" means one or more single cabinet positions, inclusive of dual under floor power connectors, rear distribution power strips, fan tray and a 800mm W x 1000mm D x 42U cabinet or a 600mm W x 1000mm D x 42U cabinet, as identified in the Order;

"Request Fulfilment" means as defined in the Service Specific Conditions for Supporting Services;

"Remote Hands and Eyes Services" means the Services that Wavenet agrees to provide to the Customer in accordance with paragraph 4;

"Service Desk" means as defined in the Service Specific Conditions for Supporting Services; and

"Service Request" means as defined in the Service Specific Conditions for Supporting Services.

1. START DATE

- 1.1. The Start Date of the Colocation Services is the date specified as such in the Order or, if no date is specified, the date on which Wavenet commences the provision of the Colocation Services to the Customer.

2. INITIAL TERM

- 2.1. The Initial Term for the Colocation Services is as set out in the Order or, if no Initial Term is specified, twelve (12) calendar months from and including the Start Date of the Colocation Services.

3. COLOCATION SERVICES

- 3.1. Unless provided in the Order that the Colocation Space and/or the Racks will be dedicated, the Colocation Space and/or the Racks will be syndicated (other areas or space within the Colocation Space and/or Racks may be accessed and/or used by Wavenet and/or made available by Wavenet to other customers of Wavenet from time to time).
- 3.2. Wavenet will:
 - 3.2.1. make the Colocation Space and the Racks available to the Customer for the Customer's use in accordance with these Service Specific Conditions;
 - 3.2.2. where specified in the Order, provide caged areas within the Colocation Space that will

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- have floor to ceiling meshed barriers with corresponding under floor barriers;
 - 3.2.3. where specified in the Order, provide resilient Diverse Internet Transit;
 - 3.2.4. where specified in the Order, provide Cross Connects from the Colocation Space, to enable access to Wavenet's and/or the Customer's data connectivity services and/or to the Customer's wide area network;
 - 3.2.5. where specified in the Order, provide Remote Hands and Eyes Services;
 - 3.2.6. provide power, cooling and humidity conditions for the Colocation Space; and
 - 3.2.7. provide fire detection at the Data Centre.
 - 3.3. Wavenet will ensure that the Data Centre has and maintains ISO27001 accreditation.
 - 3.4. Wavenet will ensure that the Data Centre is equipped with:
 - 3.4.1. an access control security system;
 - 3.4.2. lockable Racks;
 - 3.4.3. 24/7 CCTV; and
 - 3.4.4. 24/7 on-site security staff.
 - 3.5. The Customer acknowledges that this Agreement does not confer a right of exclusive possession. Upon termination of this Agreement the Customer will have no right to remain at or use the Colocation Space.
 - 3.6. The Customer hereby unconditionally waives any and all rights or claims it may have howsoever arising including without limitation any rights that inadvertently arise at law to security of tenure under the Landlord and Tenant Act 1954 (as amended), as a result of the Customer's continuous occupation whether during the term of this Agreement or thereafter.
 - 3.7. Unless expressly stated to the contrary in the Order, Wavenet does not insure the Customer Equipment for loss, damage or otherwise.
 - 3.8. Wavenet will monitor the average air temperature within the Colocation Space to ensure that it is within the ASHREA recommended standards.
 - 3.9. Where the average air temperature within the Colocation Space meets or exceeds 32°C for a period of 30 minutes or more, Wavenet may, at its sole discretion, by notice in writing to the Customer, require that the Customer powers down the Customer Equipment.
 - 3.10. Where the average air temperature within the Colocation Space meets or exceeds 35°C for a period of 30 minutes or more then without prejudice to any other right of Wavenet, Wavenet may at its sole discretion, without liability to the Customer and without prior notice, power the Customer Equipment down until further notice.
- 4. REMOTE HANDS AND EYES SERVICES**
- 4.1. Where it is specified in the Order that Wavenet is to provide Remote Hands and Eyes Services as part of the Colocation Services, it will respond to Service Requests made by the Customer in accordance with paragraph 4.2 and provide such Services in accordance with this paragraph 24 and the Request Fulfilment process.
 - 4.2. Where the Customer requires Remote Hands and Eyes Services, the Customer will log a Service Request with the Service Desk and provide clear and concise instructions for each Service Request for Remote Hands and Eyes Services. The Customer's Service Requests for Remote Hands and Eyes Services may be scheduled and/or requested on an ad hoc basis.
 - 4.3. The Customer's Service Requests for Remote Hands and Eyes Services may include some or all of the following:
 - 4.3.1. visual inspection of devices to access equipment states (e.g. status, lights, power lights, and cabling) or identifying information (e.g. serial numbers) and report on observations back to the Customer;
 - 4.3.2. viewing of monitors and report of screen data back to the Customer;
 - 4.3.3. rebooting of routers, servers or other Customer Equipment where the Customer provides written directions to Wavenet Personnel;
 - 4.3.4. pressing of "any key" to clear a screensaver;
 - 4.3.5. toggling switches or pressing buttons under the instruction of the Customer, where those switches or buttons are clearly marked;
 - 4.3.6. plugging in look-back cables at Customer provided test point, providing a hard loop for the Customer to test circuits remotely;
 - 4.3.7. re-seating or replacing components that are hot-swappable and modular, providing that no tools are required;
 - 4.3.8. re-seating or replacing cables connecting the Customer Equipment (provided that such replacement cables have been provided by the Customer); and/or
 - 4.3.9. disconnecting Customer Equipment from a network in the event of a network security event.
 - 4.4. If a Service Request for Remote Hands and Eyes Services is made at a time when Wavenet personnel are unable to provide the requested Services immediately, the Customer will be informed and the work will be scheduled to be performed once the required resources become available, which will be within two (2) hours during Normal Working Hours and within four (4) hours outside of Normal Working Hours.
 - 4.5. Where specified on the Order that Wavenet is providing Remote Hands and Eyes Services, such Remote Hands and Eyes Services shall be provided on a "per month" basis. Any unused Remote Hands and Eyes Services will not be carried over to subsequent months and will be forfeited.
 - 4.6. Where it is not specified on the Order that Wavenet is providing Remote Hands and Eyes Services, but the Customer subsequently requests such Remote Hands and Eyes Services, or where the Customer exceeds their contracted "per month" allocation of Remote Hands and Eyes Services as set out in the Order and as referred to in paragraph 24.5, Wavenet will use its reasonable endeavours to provide such Remote Hands and Eyes Services in

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accordance with these Service Specific Conditions, subject to payment of additional Charges at the then prevailing rate.

5. ACCESS TO THE DATA CENTRE AND THE COLOCATION SPACE

- 5.1. Subject to paragraph 25.2 and the Customer's compliance with the Access Policy and Procedure, Wavenet will provide reasonable access to the Data Centre for the Customer Representatives 24 hours a day, seven days a week, 365 days a year in order for the Customer to install, maintain and operate the Customer Equipment in the Racks.
- 5.2. In connection with its access to and use of the Colocation Space, the Customer shall and shall procure that the Customer Representatives shall at all times comply with the Access Policy and

Availability Achieved	Applicable Service Credit
≥99.99%	0% of the monthly Charge of the Rack
≥99.5% and <99.99%	5% of the monthly Charge of the Rack
≥99% and <99.5%	7.5% of the monthly Charge of the Rack
<99%	10% of the monthly Charge of the Rack

Procedures. Any amendments made by Wavenet to the Access Policy and Procedures shall be notified in writing to the Customer.

- 5.3. In the event that Wavenet requires access to the Colocation Space in order to carry out any routine or emergency maintenance in respect of the Data Centre, Wavenet will, in the event of routine maintenance, notify the Customer in advance of such requirement. In the event that Wavenet requires access to the Colocation Space in the event of an emergency, Wavenet will endeavour to notify the Customer in advance of such emergency.

6. MAXIMUM POWER DRAW

- 6.1. Where any Rack is drawing more power than the Maximum Power Draw Wavenet may, at its sole discretion, by notice in writing to the Customer, require that the Customer reduces the power draw to below or equal to the Maximum Power Draw within 15 (fifteen) days of such notice.
- 6.2. Should the Customer not comply with paragraph 6.1 or where Wavenet has made a request under paragraph 6.1 in connection with any Rack four (4) times in any six (6) month period a power breach shall be deemed to have occurred (a "Power Breach").
- 6.3. In the event of a Power Breach, Wavenet may:
 - 6.3.1. terminate the Colocation Services in connection with any Racks that have committed a Power Breach by providing five (5) Working Days' notice to Customer; and/or
 - 6.3.2. charge the Customer for the excess power as follows:
 - 6.3.2.1. where the Maximum Power Draw in any month has been exceeded by between 1% (one percent) and 50% (fifty percent), by increasing the power

Charges for the relevant Rack for that month by 50% (fifty percent); and

6.3.2.2. where the Maximum Power Draw in the month has been exceeded by more than 50% (fifty percent), by increasing the power Charges for the relevant Rack for that month by 100% (one hundred percent).

- 6.4. In the event of an increase in the power Charges payable by Wavenet to Wavenet's power supplier or where any taxes or levies becomes payable by Wavenet based on the Data Centre's power consumption, the power Charges payable by the Customer for the Colocation Services will increase accordingly and such increase will not be subject to any limitation contained in the MSA. Wavenet will provide the Customer with not less than thirty (30) days' notice of any increase in the Charges.

7. SERVICE LEVELS

- 7.1. The following compensation scheme will be utilised for the availability of each Rack, being the available power for that Rack measured over a calendar month.

Table 1: Colocation Services Availability Target

- 7.2. Any Service Credits to be paid to the Customer for Service Credits against the Colocation Services Availability in accordance with Table 1 above will be raised as a credit for the relevant amount, which may be set off by the Customer against the next invoice for Colocation Services.
- 7.3. Wavenet shall not be liable for any breach of the relevant Service Level in Table 1 above (or any associated payment of the Service Credits) or failure to perform the Colocation Services to the extent that the unavailability of any Rack is caused by the power draw from the Customer Equipment in that Rack exceeding the Maximum Power Draw.

8. EXPECTED SERVICES

- 8.1. The Colocation Services do not include:
 - 8.1.1. bandwidth and/or connectivity services;
 - 8.1.2. installing, maintaining, altering or removing Customer Equipment;
 - 8.1.3. altering the layout of the Colocation Space and/or altering existing caged areas or installing new caged areas within a Colocation Space;
 - 8.1.4. performing software or hardware configuration changes to the Customer Equipment, including but not limited to building servers;
 - 8.1.5. any initial installation of the cabling or power sockets for the Rack; and/or opening up any equipment cases for the Customer Equipment to determine hardware faults; (the "Excepted Services") and any such Excepted Services that may be agreed to be provided by Wavenet as additional Services on the request of the Customer shall be subject to Wavenet's additional Charges that will apply from time to time for such additional Services.

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9. CUSTOMER OBLIGATIONS

9.1. The Customer shall:

- 9.1.1. keep the Colocation Space tidy and safe at all times and is responsible for ensuring that the Customer Equipment within the Colocation Space is operated in an orderly and safe condition;
- 9.1.2. keep and maintain in good and substantial repair and condition the Colocation Space;
- 9.1.3. comply with and ensure compliance by all of its Customer Representatives with the Access Policy and Procedures any other health and safety instructions of Wavenet at the Data Centre from time to time;
- 9.1.4. ensure that the power draw from the Customer Equipment in a Rack does not exceed the Maximum Power Draw for that Rack;
- 9.1.5. ensure that the Colocation Services are not used or operated in any way that infringes the rights of any person whether in statute or common law;
- 9.1.6. unless otherwise expressly agreed to be provided as separate services by Wavenet under this Agreement, be responsible for maintaining the Customer Equipment in good working order;
- 9.1.7. comply with the technical and installation standards, electrical power management procedures and method statements on cable management and cable installation procedures applicable to the Colocation Space as notified to the Customer from time to time;
- 9.1.8. not carry out any installation of, or modification, alteration or addition to, the Customer Equipment that would result in increases to the floor loading or environmental conditions of the Customer Equipment above the levels specified by the technical and installation standards applicable to the Colocation Space as notified to the Customer from time to time;
- 9.1.9. make good any damage or disrepair to the Data Centre for which the Customer is liable or any unauthorised alterations to the Colocation Space promptly and in any event within fourteen (14) days after the date of written notice from Wavenet and if the Customer fails to comply with any such notice Wavenet may carry out the work, and the cost shall be reimbursed by the Customer on demand as a debt;
- 9.1.10. maintain at all times a complete and accurate inventory of the Customer Equipment and supply to Wavenet a copy of the same together any updates to it from time to time;
- 9.1.11. procure that the Customer Equipment is clearly marked and identified as belonging to the Customer;
- 9.1.12. inform Wavenet if it becomes aware of any faults or matters likely to compromise the

security of the Data Centre (including, without limitation, any disclosure of access information); and

- 9.1.13. notwithstanding any consent by Wavenet for the Customer to make additions or alterations to the Colocation Space, make good and reinstate the Colocation Space in accordance with paragraph 10.1.3 upon termination of the Colocation Services.

9.2. The Customer shall not:

- 9.2.1. cause and shall procure that the Customer Representatives shall not cause or permit any nuisance or violation of Relevant Laws with respect to the Data Centre;
- 9.2.2. make any structural alterations or additions whatsoever in on or to the Colocation Space;
- 9.2.3. make any non-structural alterations or additions whatsoever in on or to the Colocation Space without the prior written consent of Wavenet (such consent not to be unreasonably withheld) except for:
 - 9.2.3.1. installation, maintenance or removal of Customer Equipment; and/or
 - 9.2.3.2. 'making-good' upon exit any additions or alterations to reinstate the Colocation Space in accordance with paragraph 10.1.3;
- 9.2.4. use the Colocation Space except for the retention and operation of the Customer Equipment nor cause any injury, damage or nuisance to, or interference with any person or property including the Colocation Space and/or any equipment owned by third parties, which may from time to time be located in the same Colocation Space; and
- 9.2.5. make any additions or alterations to any IT, mechanical or engineering equipment within the Data Centre that is not Customer Equipment without the prior written agreement from Wavenet and will engage Wavenet to make any changes to Wavenet Equipment, including any upgrades to existing Racks (for example new power bars) or replacement Racks.

- 9.3. The Customer shall Indemnify, defend and hold Wavenet harmless against any and all costs, expenses including legal costs, liabilities, losses, damages, claims, demands and judgments resulting from any claim, action, suit or proceeding that Wavenet incurs or suffers relating to any damage to a third party's equipment in a Colocation Space caused by the Customer and/or the Customer's Representatives.

10. CONSEQUENCES OF TERMINATION

- 10.1. Within five (5) days of termination of the Colocation Services the Customer will:
 - 10.1.1. remove from the Colocation Spaces all Customer Equipment (excluding any Wavenet Equipment) and any other Customer property;

SERVICE SPECIFIC CONDITIONS FOR CLOUD SERVICES

10.1.2. deliver or make available all Wavenet Equipment to an authorised representative of Wavenet; and

10.1.3. return the Colocation Space to Wavenet in the same condition (including layout) as it was on the Start Date, unless otherwise agreed in writing by Wavenet as part of a relevant exit plan.

10.2. If the Customer does not remove Customer Equipment and its other property within such five (5) day period as referred to in paragraph 10.1, Wavenet will have the option to:

10.2.1. move any and all such property to secure storage and charge the Customer for the cost of such removal and storage;

10.2.2. provided that Wavenet has given the Customer fifteen (15) days' notice in writing of its intention to do so, liquidate the Customer Equipment and any other Customer property in any reasonable manner to satisfy any unpaid sums due to Wavenet from the Customer. Any proceeds of sale that remain after the costs of the liquidation, including any expenses related to the removal, storage or sale, and the satisfaction of any unpaid sums owed by the Customer to Wavenet, will be returned to the Customer; and/or

10.2.3. continue to apply Charges for the Colocation Services until the Customer decommissions and removes the Customer Equipment and any other Customer property from the Colocation Space. Wavenet reserves the right to recover any additional costs incurred by Wavenet in relation to the Customer's failure to comply with paragraph 10.1.

11. CHARGES

11.1. The Charges for the Colocation Services and the power Charges are as set out in the Order, subject to paragraphs 6.3.2 and 11.3.

11.2. Unless otherwise provided in the Order, the Charges will be invoiced quarterly in advance with the first invoice issued by Wavenet on or around the Start Date for the Colocation Services and quarterly thereafter.

11.3. Wavenet shall be entitled to invoice the Customer monthly in arrears for any additional Charges arising in respect of excess power in accordance with paragraph 6.3.2.

11.4. Wavenet shall be entitled to invoice the Customer at any time for any additional Charges (including any additional costs incurred by Wavenet) under paragraph 10.2.3 and the Customer shall pay such invoice within five (5) days of the date of the invoice.

(1) This acceptable use policy sets forth the requirements for use of the Colocation Space. All visitors are required to comply with this policy. The suppliers to Wavenet of the internet data centres maintain the following rules in order to comply with local and national laws, guidelines for installation works, working environment, safety and fire regulations. Every person entering the Colocation Space is required to follow these rules:

- (a) ONLY AUTHORISED CUSTOMERS AND PERSONNEL are allowed into the Colocation Space. Every visitor must present a government issued photo ID (for example a driving licence or passport). Every visitor must have a personal access card. Wear the badge visibly and follow the instructions of the security personnel at all times. Access to other customer's rooms is prohibited. Tailgating (when a person tags along with another person who is authorised to gain entry into a restricted area) is not permitted.
- (b) INFORM THE SERVICE DESK WHICH GOODS YOU WILL TAKE IN AND TAKE OUT. All deliveries and removals must be agreed via the Service Desk prior to them taking place.
- (c) ANNOUNCE IN ADVANCE WHEN YOU PLAN TO VISIT. twenty-four (24) hours' notice is required. Report the start and end of your activities to the Service Desk.
- (d) AVOID HAZARDOUS SITUATIONS. Do not operate any equipment that may constitute a safety hazard. If in doubt, consult the Service Desk.
- (e) CLOSE DOORS. Inside doors must be closed at all times in order to ensure efficient gas extinguishing. Outside doors must be closed and locked for security.
- (f) EVACUATE IMMEDIATELY WHEN THE ALARM GOES OFF. In case of a fire alarm, the gas extinguishing system will automatically activate on completion or audible alarm.
- (g) KEEP THE PREMISES CLEAN. Inside the equipment rooms clean work is essential for the function of the Customer Equipment.
- (h) DO NOT SMOKE. The whole building is a no smoking area.
- (i) DO NOT BRING FOOD. Do not eat or drink in any of the equipment rooms or the corridors.
- (j) Any activity causing dust particles IS NOT ALLOWED. Please consult the Data Centre Manager for assistance. The automatic alarm may be triggered if you do not follow this instruction.
- (k) LEAVE PACKAGING MATERIAL OUTSIDE the equipment rooms. Unwrap boxes in the docking area. Packaging material must be removed from the facilities.
- (l) STORAGE OF EQUIPMENT is only allowed in the equipment or storage rooms. Please contact the Service Desk if you require assistance.
- (m) REPORT ALL IRREGULARITIES AND ALARMS to Wavenet Service Desk.
- (n) RADIO DEVICES
 - (i) Inside the Colocation Space the use of GSM, GPRS, UMTS or other communications devices that work

ANNEX – DATA CENTRE ACCESS POLICY AND PROCEDURES

SERVICE SPECIFIC CONDITIONS FOR CLOUD SERVICES

through radio communication ("Radio Devices") is prohibited to:

1. Prevent the unauthorised transfer of information that is of a business-sensitive nature to Wavenet or its customers. "Business-sensitive" refers to any information stored or processed by Wavenet, its customers or on behalf of its customers that is transferred to unauthorised parties that would cause a loss of reputation and business opportunity to either Wavenet or its customers;
 2. Prevent the possibility of electronic or radio interference with equipment of Wavenet or its customers; and
- (ii) Visitors to the Colocation Space need to switch off all Radio Devices, including the standby mode, or leave them outside the Colocation Space.
- (o) Violation of this acceptable use policy is strictly prohibited. In the event of any actual or potential violation, Wavenet reserves the right to suspend or terminate, either temporarily or permanently, any or all services provided by Wavenet, to block any abusive activity, or to take any other actions as deemed appropriate by Wavenet in its sole discretion.
- (2) Customers who violate this acceptance use policy may incur criminal or civil liability. Wavenet or its Colocation Space supplier may refer violators to civil or law enforcement for prosecution, and will cooperate fully with applicable government authorities in connection with the civil or crime investigations of violations.
- (3) Wavenet reserves the right to suspend or terminate, either temporarily or permanently, any or all access provided by Wavenet for health and safety or security reasons at a Data Centre and/or to take any other actions as deemed appropriate by Wavenet in its sole discretion relating to health and safety or security.

D. ONDEMAND SERVICES

DEFINITIONS:

All definitions from the MSA shall apply to this paragraph with the additional definitions which shall have the meaning set out below:

"Backlog" means a list of work, prioritised by the Customer, which is required to support a larger strategic plan;

"Change Squad" means the team that will deliver change through infrastructure and applications modernisation, adhering to the Engagement Management Method;

"Cloud Architect" means the IT professional(s) responsible for converting the Customer's technical requirements of a project into the architecture and design that will deliver it. The Cloud Architect will ensure adherence to technical and security good practice;

"Cloud Engineer" means the IT professional(s) responsible for technical duties associated with the completion of the Backlog;

"Custom" means an Engagement Type as detailed in paragraph 7 of these Service Specific Conditions;

"OnDemand Services" means the provision of on-demand access to dedicated technical expertise and skills for transformation, engineering, and support. These resources are known as the Change Squad and/or Run Squad;

"Domain Specialist" means the IT professional(s) who bring specific domain knowledge to deliver against the Backlog;

"Engagement Type" means the different quantity of OnDemand Hours and either Custom, Foundation or Scale resource type as further detailed in paragraph 8 of these Specific Conditions;

"Engagement Management" means the management practices and processes that the Engagement Manager will adhere to;

"Engagement Manager" means a dedicated business professional assigned to the Customer to manage the execution of the Engagement Management Method and the primary point of contact for the Customer;

"Engagement Management Method" means the method used to deliver the Customer's vision and priorities, their defined end state/aspiration, and the Backlog;

"Foundation" means an Engagement Type as detailed in paragraph 8 of these Service Specific Conditions;

"OnDemand Hours" means the committed number of hours available to the Customer in any given month as specified in the Order;

"Run Squad" means the team that will provide the technology support function to the Customer using Site Reliability Engineering (SRE) as the delivery method;

"Scale" means an Engagement Type as detailed in paragraph 38 of these Service Specific Conditions; and

"Site Reliability Engineering" or "SRE" means an engineering discipline devoted to helping an organisation sustainably achieve the appropriate level of reliability in their systems, service, and products.

All other capitalised terms which are not defined in paragraph (no paragraph number) shall have the meaning stated in the MSA.

1. START DATE

1.1. The Start Date of the OnDemand Services shall be the date specified as such in the Order or, if no date is specified, the date on which Wavenet commences provision of the OnDemand Services to the Customer.

1.2. Notwithstanding paragraph 1.1, the Customer shall not be entitled to cancel or terminate any OnDemand Services for convenience. Any order for OnDemand Services shall be binding on the Customer from the Start Date until the date upon which Wavenet has delivered the OnDemand Services in full.

1.3. Wavenet will use its reasonable endeavours to deliver the OnDemand Services during the period (if any) stated in the Order or, if no such period is stated or other time for performance is specified, the OnDemand Services shall be provided within a reasonable time from the Start Date.

SERVICE SPECIFIC CONDITIONS FOR CLOUD SERVICES

2. INITIAL TERM

- 2.1. The Initial Term for the OnDemand Services is thirty (30) calendar days.
- 2.2. Unused OnDemand Hours not spent across the contracted Engagement Type do not carry over to the following month.
- 2.3. The Customer can request an upgrade to its Engagement Type. If agreed by Wavenet in writing, this upgrade will commence on the first day of the following month.
- 2.4. The Customer may only request a downgrade to its Engagement Type after the expiry of thirty (30) day following the Start Date. If agreed by Wavenet in writing, the requested downgrade will commence on the first day of the following month.

3. CHANGE SQUAD

- 3.1. The Change Squad will comprise of Cloud Architect(s), Cloud Engineer(s), Domain Specialist(s), and an Engagement Manager. Where the Customer is taking Change Squad services, the Change Squad may conduct some, or all of the tasks below;
 - 3.1.1. the deployment of infrastructure or applications into cloud environments;
 - 3.1.2. the modification of existing infrastructure to reduce cost, increase performance, and scale optimisation;
 - 3.1.3. the modernisation of infrastructure deployment and pipelining, following good practice utilising cloud native tooling;
 - 3.1.4. the creation and enhancement of software delivery and deployments;
 - 3.1.5. the provision of recommendations regarding enablement, automation, and transformation;
 - 3.1.6. the recommendation of best practice approaches to cloud native capabilities;
 - 3.1.7. building a practice of ongoing innovation, rather than focussing on break-fix;
 - 3.1.8. the use of system, platform, and toolset profiling to design best fit solutions; and
 - 3.1.9. the analysis of existing systems to allow future growth.

4. RUN SQUAD

- 4.1. The Run Squad will comprise of SRE Engineer(s), Domain Specialist(s), and an Engagement Manager. Where the Customer is taking Run Squad services, the Run Squad may conduct some, or all of the tasks below;
 - 4.1.1. conducting application reliability reviews with developers and stakeholders;
 - 4.1.2. providing 24x7 proactive break-fix support in the cloud environment;
 - 4.1.3. providing engineering support across various workloads, including incident and problem management, change management, security, and compliance;
 - 4.1.4. enhancing the security and performance of infrastructure through collaboration with other teams;
 - 4.1.5. developing scripts to automate infrastructure and monitoring services;

- 4.1.6. designing meaningful dashboards, logging, alerting, and response mechanisms to proactively identify and address issues and
- 4.1.7. utilizing appropriate tools to monitor application performance and ensure compliance with SLOs (monitoring volume, availability, latency, and errors).

5. ENGAGEMENT MANAGEMENT METHOD

- 5.1. Where the Customer is taking Run Squad and/or Change squad services Wavenet will provide Engagement Management. Following the relevant Engagement Management Method, the Engagement Manager may conduct some or all the tasks below:
 - 5.1.1. playing a significant role in building, maintaining, and enhancing the relationship between Wavenet and the Customer;
 - 5.1.2. functioning as the day-to-day liaison between the Customer senior stakeholders and Wavenet;
 - 5.1.3. understanding the Customer needs, strategic goals, and business objectives via the Backlog to appropriately prioritise;
 - 5.1.4. planning the timeline, squad requirements, and setting clear expectations to the Customer;
 - 5.1.5. functioning as an escalation point for any Backlog related issues;
 - 5.1.6. creating, maintaining, monitoring, and reporting progress and dependencies;
 - 5.1.7. providing steering level reporting for review meetings;
 - 5.1.8. maintaining a communication plan to drive delivery and priorities;
 - 5.1.9. supporting the Change Squad and/or the Run Squad to effectively deliver against the Backlog;
 - 5.1.10. setting up meetings between the Customer and the Change Squad and/or Run Squad (as appropriate); and
 - 5.1.11. holding review meetings with the Customer to measure progress against the Backlog and priorities.

6. SERVICE DELIVERABLES

- 6.1. Unless otherwise stated in the Order, the Customer acknowledges that the OnDemand Services are provided for the sole benefit of the Customer and shall not be disclosed to or shared with any third party by the Customer.
- 6.2. Run Squad services can only be used on Customer environments that have been created by the Change Squad. Technical remediation will be allocated to the Change Squad as a Backlog item.
- 6.3. Change Squad services shall be performed during Normal Working Hours only.
- 6.4. Run Squad services shall be performed during Normal Working Hours only, unless otherwise specified in the Order.
- 6.5. If Wavenet becomes aware that it will be unable to complete any of the Backlog items, it may notify the Customer of the same, the reason for the delay and

SERVICE SPECIFIC CONDITIONS FOR CLOUD SERVICES

provide an estimate of when the relevant OnDemand Services will be performed.

- 6.6. If, for any reason, any Wavenet personnel engaged in the OnDemand Services become unavailable for the delivery of the services, Wavenet will as soon as reasonably practicable substitute a suitably skilled and experienced replacement.
- 6.7. Any addition, modification, or adjustment to the scope of the OnDemand Services agreed in the Order must be agreed in writing by the parties.
- 6.8. Wavenet will organise meetings at the frequency, and on such dates as mutually agreed between the parties. Meetings will be held virtually, either as an audio conference call or as a video conference call. In some cases, meetings in person will be held at a time and frequency, as agreed by the parties.
- 6.9. The parties agree that nothing in this Agreement shall render Wavenet Personnel an employee, worker, agent or partner of the Customer and the parties agree that this is a Agreement for services and not of employment or secondment of Wavenet Personnel.
- 6.10. Upon termination of this Agreement, or part of this Agreement under which the OnDemand Services are provided, Wavenet will deliver to the Customer all input materials and property belonging to the Customer, which may be in the possession or under the control of Wavenet.

7. ONDEMAND ENGAGEMENT TYPES

- 7.1. Where the Order details that Change Squad and/or Run Squad services are to be provided; Wavenet will provide the Change Squad and Run Squad services in accordance with this paragraph 38.
- 7.2. There are three Engagement Types available for the Change Squad and three Engagement Types available for the Run Squad. Each Engagement Type consists of a set number of maximum OnDemand Hours available to the Customer.
- 7.3. The Change and Run Squad services will be in accordance with the Engagement Type specified on the Order.
- 7.4. The Engagement Types are set out at Table 1 and 2 below,

TABLE 1: CHANGE SQUAD ENGAGEMENT TYPES

ENGAGEMENT TYPE	ONDEMAND HOURS PER MONTH
Foundation	256
Scale	384
Custom	384+

TABLE 2: RUN SQUAD ENGAGEMENT TYPES

ENGAGEMENT TYPE	ONDEMAND HOURS PER MONTH
Foundation	128
Scale	256
Custom	256+

8. CUSTOMER OBLIGATIONS

- 8.1. The Customer shall:
 - 8.1.1. provide Wavenet with reasonable assistance in order for Wavenet to perform the OnDemand Services; and
 - 8.1.2. ensure that personnel familiar with the Customer's programs, applications and requirements of the OnDemand Services are available to Wavenet and shall fully cooperate with Wavenet Personnel to enable the OnDemand Services to be performed.
- 8.2. Unless otherwise provided by Wavenet under this Agreement, the Customer will remain responsible for all third-party hardware, software, services, and/or infrastructure necessary to enable the provision of the Change Squad and/or Run Squad services.
- 8.3. The Customer shall remain responsible for the security and firewalls of the Customer's communications links, equipment, software, services, and processes unless agreed otherwise in writing with Wavenet.
- 8.4. The Customer will ensure timely participation and engagement with the Engagement Manager and approve the requests submitted by Wavenet, such approval not to be unreasonably withheld or delayed.

9. CHARGES

- 9.1. The Charges for the Change Squad and/or Run Squad services are as specified in the Order.
- 9.2. The Charges for the Change Squad and/or Run Squad services will be invoiced in advance, with the first invoice issued by Wavenet on the Start Date and monthly thereafter, unless stated otherwise in the Order.

E. GREENLAKE SERVICES

DEFINITIONS:

All definitions from the MSA shall apply to these Service Specific Conditions for Cloud Services with the additional definitions which shall have the meaning set out below:

"Direct Agreement" means the agreement between the Customer and the Vendor in the event that Wavenet elects to novate the Agreement pursuant to paragraph 8 of these Service Specific Conditions;

"Distributor" means the authorised third party from whom Wavenet purchases the Vendor's products;

SERVICE SPECIFIC CONDITIONS FOR CLOUD SERVICES

"GreenLake Services" means the Services provided in accordance with these Service Specific Conditions;

"HPE aaS Commercial Terms" means the terms which can be found at: [HPE aaS Commercial Terms](#);

"HPE Documents" means the following documents which, where applicable, are incorporated into these Service Specific Conditions by reference and form part of this Agreement: (a) HPE aaS Commercial Terms; (b) HPE GreenLake Commercial Terms for Select Solutions; (c) HPE Hybrid & Private Cloud Solution-Specific Commercial Terms; and (d) SoW;

"HPE GreenLake Commercial Terms for Select Solutions" means the terms which can be found at: [HPE GreenLake Commercial Terms for select solutions](#);

"HPE Hybrid & Private Cloud Solution-Specific Commercial Terms" means the terms which can be found at: [HPE Hybrid & Private Cloud Solution-Specific Commercial Terms](#)

"Hybrid & Private Cloud Integrated Quote" means the limited scope statement of work that will be issued to the Customer where it purchases Hybrid & Private Cloud Solutions from Wavenet;

"Hybrid & Private Cloud Solutions" means any of the solutions covered by the HPE Hybrid & Private Cloud Solution-Specific Commercial Terms;

"Integrated Quote" means either the Select Solutions Integrated Quote or the Hybrid & Private Cloud Integrated Quote which will be provided to the Customer where applicable;

"Order" means as defined in the MSA where used in these Specific Conditions but shall have the meaning specified in paragraph 1.2 where used in the HPE Documents;

"Select Solutions" means any of the Solutions covered by the HPE Hybrid & Private Cloud Solution-Specific Commercial Terms;

"Select Solutions Integrated Quote" means the limited scope statement of work that will be issued to the Customer where it purchases any of the Select Solutions from Wavenet;

"Solutions" means any one or more of the individual solutions as set out in the: SoW; HPE GreenLake Commercial Terms for Select Solutions; or HPE Hybrid & Private Cloud Solution-Specific Commercial Terms; and

"SoW" means the Statement of Work for GreenLake Services which will be provided to the Customer where applicable.

For purposes of these Service Specific Conditions only, the below terms where used in the HPE Documents shall have the following meanings:

"Agreement" means the Contract;

"Commitment period" means the Initial Term;

"Customer" means the Customer;

"Order Form" means as defined in the HPE Documents only when it appears in the HPE Documents. For all other purposes it shall be as defined in above;

"Purchaser" means the Customer;

"Reseller" means Wavenet;

"Seller" means Wavenet;

"Services" means the GreenLake Services; and

"Solution Material" or "legal quote" means either the SoW or Integrated Quote as appropriate.

Except as specifically provided above, all capitalised terms used in the HPE Documents shall have the meanings specified in the HPE Document in which they appear.

All other capitalised words used in these Service Specific Conditions, that are not defined shall have the meanings stated in the Conditions.

1. ORDER OF PRECEDENCE

- 1.1. In the event of conflict or inconsistency between any of the documents that constitute this Agreement

and for the purposes of the GreenLake Services only, the following descending order of precedence shall apply:

1.1.1. Order;

1.1.2. SoW or Integrated Quote;

1.1.3. HPE GreenLake Commercial Terms for Select Solution or HPE Hybrid & Private Cloud Solution-Specific Commercial Terms (where applicable);

1.1.4. HPE aaS Commercial Terms;

1.1.5. these Service Specific Conditions; and the MSA.

2. START DATE

- 2.1. The Start Date of the GreenLake Services shall be the date specified as such in the Order or, if no date is specified, the date on which Wavenet commences provision of GreenLake Services to the Customer.

3. INITIAL TERM

- 3.1. The Initial Term shall be as set out in the Order, or if no Initial Term is specified, twelve (12) calendar months from the Start Date.

4. APPLICATION OF PROVISIONS

- 4.1. Where the Customer is provided with a SoW then neither the HPE GreenLake Commercial Terms for Select Solutions nor the HPE Hybrid and Private Cloud Solution-Specific Commercial Terms will be applicable.
- 4.2. Where the Customer is provided with a Select Solutions Integrated Quote, then the HPE GreenLake Commercial Terms for Select Solutions will be applicable.
- 4.3. Where the Customer is provided with a Hybrid & Private Cloud Integrated Quote then the HPE Hybrid & Private Cloud Solution-Specific Commercial Terms will be applicable.

5. CUSTOMER OBLIGATIONS

- 5.1. The Customer will:

5.1.1. be responsible for obtaining and ensuring compliance with the terms of any software licence agreement for software run on the GreenLake Services and indemnify and hold Wavenet harmless against all claims, costs, damages or action arising as a result of any breach of such licence agreement and/or any infringement of any third party Intellectual Property Rights by the Customer or its End Users; and

5.1.2. remain responsible for the security and firewalls of the Customer's communications links, equipment, software, services and processes unless expressly agreed otherwise in this Agreement.

6. VENDOR CUSTOMER AGREEMENTS

- 6.1. The Customer acknowledges and agrees that in addition to the Agreement, the Customer's purchase and use of the GreenLake Services is subject to the Customer's agreement of the HPE aaS Terms for Customers, available at the following link: HPE aaS

SERVICE SPECIFIC CONDITIONS FOR CLOUD SERVICES

Terms for Customer. By entering into this Agreement, the Customer simultaneously enters into and agrees to be bound by a separate binding agreement with the Vendor on the terms set out in the HPE aaS Terms for Customers. The Vendor may rely on The Contracts (Rights of Third Parties) Act 1999 and this Agreement to enforce the HPE aaS Terms for Customers directly against the Customer.

- 6.2. The Customer further acknowledges and agrees that any data shared with the Vendor (either directly by the Customer; or by Wavenet in connection with the provision of the GreenLake Services) will be subject to the Vendor's service-specific Data Privacy and Security Agreements which is available at the following link: [Data Privacy Terms and Sub-processor Transparency | HPE](#)
- 6.3. In the event that the HPE aaS Terms for Customers agreement is terminated in accordance with its terms:
 - 6.3.1. by the Customer as a result of the Vendor's unremedied material breach then either party may terminate the GreenLake Services immediately by notice in writing to the other; or
 - 6.3.2. by the Vendor as a result of the Customer's unremedied material breach then Wavenet may terminate the GreenLake Services immediately on notice in writing to the Customer.

7. PAYMENT

- 7.1. The Charges for the GreenLake Services are as identified in the Order.
- 7.2. The pricing, billing and payment provisions for the GreenLake Services are as specified in the HPE Documents.

8. WAVENET INSOLVENCY

- 8.1. In the event that Wavenet suffers an insolvency or bankruptcy event, as specified in clause 14.1.2 of the MSA, or the Customer terminates the Agreement pursuant to clause 14.3 of the MSA, the Vendor and the Distributor will work with the Customer to assist the Customer in procuring a substantially similar replacement service with the Vendor, Distributor, or another authorised Reseller.