

SERVICE SPECIFIC CONDITIONS FOR CONSULTANCY AND PROJECT MANAGEMENT SERVICES

Service Specific Conditions for Consultancy and Project Management Services

These Service Specific Conditions for Consultancy and Project Management Services apply in addition to the Wavenet Master Service Agreement ("**MSA**") to the Customer's use of the Consultancy and Project Management Services. All definitions from the MSA shall apply to these Service Specific Conditions for Consultancy and Project Management Services.

1. DEFINITIONS

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

"Additional Charge" means charges calculated by Wavenet for providing Additional Services or work outside Wavenet's Normal Working Hours;

"Additional Services" means a Service not specified in the Agreement as being specifically included within the Services rendered in return for payment of the Charges;

"Materials" means all materials, documentations, software, information, data and literature owned by the relevant party to the Agreement (including all Intellectual Property Rights contained therein) provided by the relevant party to the other relating to the Services; and

"Personnel" means the individuals employed or otherwise engaged by Wavenet (or its subcontractors).

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

2. CHARGES

- 2.1 In addition to the Charges, the Customer shall pay Wavenet in full and cleared funds within the time period stipulated in the MSA , fees, disbursements and all expenses including travel incurred by Wavenet under the Agreement together with such Additional Charges, which are agreed between Wavenet and the Customer, for the provision of the Services and any Additional Services or which, in Wavenet' sole discretion, are required as a result of the Customer's instructions or lack of instructions, the inaccuracy of any Customer Materials or any other cause attributable to the Customer.
- 2.2 Wavenet will not be obliged to provide the Services unless all sums due under the Agreement are received as provided in the Agreement.
- 2.3 Where the Customer cancels or rearranges a scheduled meeting less than three (3) Business Days prior to the scheduled time then Wavenet reserves the right to charge the Customer for the resource which had reasonably been allocated to the meeting.

3. WAVENET WARRANTIES AND OBLIGATIONS

- 3.1 Wavenet does not warrant, guarantee or undertake any matter on behalf of any third party supplier or service provider.
- 3.2 Wavenet shall ensure that its employees, consultants and sub-contractors reasonably co-operate with the Customer to enable Wavenet to provide the Services
- 3.3 The Services shall be performed at such times as Wavenet shall in its sole discretion decide unless stipulated otherwise in the Agreement. All dates, periods or times specified in the Agreement are estimates only and time shall not be of the essence

for the performance of Wavenet's obligations under the Agreement.

- 3.4 Wavenet shall act with good faith towards the Customer and Wavenet agrees to maintain accurate records and to disclose in writing any relevant facts relating to potential conflicts of interest to the Customer.
- 3.5 Personnel shall not misuse or attempt to gain unauthorised access to the Customer's systems

4. CUSTOMER OBLIGATIONS

- 4.1 The Customer shall be responsible for complying with all laws and regulations including in connection with the collection, use and disclosure of data under or pursuant to the Agreement.
- 4.2 Upon termination of the Agreement the Customer shall deliver to Wavenet all Materials and property belonging to Wavenet which may be in the possession or under the control of the Customer.
- 4.3 The Customer undertakes to Wavenet throughout the Term to:
 - 4.3.1 procure and provide such access to its premises as Wavenet shall require to discharge its obligations;
 - 4.3.2 be responsible for the health and safety of the Personnel at its premises and will ensure that written notice of all health and safety policies and procedures pertaining to the applicable premises is provided to all Personnel attending its premises;
 - 4.3.3 procure and provide all precautions to protect the health and safety of Personnel while at its premises;
 - 4.3.4 procure and provide a suitable and safe environment and such facilities at its premises as Wavenet shall require to discharge its operations (including without limitation adequate workspace, storage, electrical supplies, environmental conditions, cabling, office furniture and equipment);
 - 4.3.5 on the request of Wavenet make available for the assistance of Wavenet in undertaking the Services all necessary Materials and assistance relating to the Services or required to perform the Services and provide staff familiar with the Customer's programs and/or applications and/or requirements of the Services, which staff will fully co-operate with the Personnel to enable the Services to be performed; and
 - 4.3.6 make available to Wavenet, free of charge, the use of such office facilities at its premises (or such other premises that may be stipulated in the Agreement) as are reasonably required by Wavenet for the provision of the Services

5. INTELLECTUAL PROPERTY

- 5.1 Wavenet grants to the Customer the right to duplicate Wavenet Materials provided to the Customer pursuant to the Services, as necessary for its internal use only (but not in support of any

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operation not specified in the Agreement). Wavenet reserves all other Intellectual Property Rights in Wavenet Materials. Wavenet does not convey nor does the Customer obtain any right, title or interest in any pre-existing information, systems, methodologies, data or materials utilised or provided by Wavenet in supplying the Services.

- 5.2 Wavenet hereby grants to the Customer a revocable, non-exclusive, non-transferrable licence to use the information developed by Wavenet pursuant to the Services for the purposes described in the Agreement.
- 5.3 The Customer acknowledges that property and all Intellectual Property Rights created or subsisting in the Services, the Materials or any information created pursuant to the Services shall be owned by Wavenet.
- 5.4 The Customer grants to Wavenet a licence to utilise the Material and Intellectual Property Rights of the Customer such as it is required to deliver the Service.
- 5.5 Wavenet warrants to the Customer that Wavenet's Materials will not infringe or misappropriate any Intellectual Property Rights of any third party. Wavenet will defend at its expense any action brought against the Customer which claims that the Materials infringe Intellectual Property Rights of any third party, provided that the Customer notifies Wavenet promptly in writing of the claim, that Wavenet may fully participate in the defence and/or any settlement of such claim, the Customer makes no admission in relation to the claim and the Customer affords Wavenet, at Wavenet's expense, all assistance reasonably requested by Wavenet in connection with the claim. Wavenet will have no liability for any claim of infringement based on the use of Services or Materials not supplied by Wavenet.
- 5.6 The Customer warrants to Wavenet that its Materials and Materials provided by it to Wavenet will not infringe or misappropriate any Intellectual Property Rights of any third party. The Customer will defend at its expense any action brought against Wavenet or Wavenet Personnel which claims that such Materials infringe Intellectual Property Rights of any third party and the Customer shall indemnify Wavenet against any loss, damages, costs, expenses or other claims arising from any such infringement.