

## SERVICE SPECIFIC CONDITIONS FOR EMERGENCY OFFICE SERVICES

### Service Specific Conditions for Emergency Office Services

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

#### 1. DEFINITIONS

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

**"Base Operating System and Application Software"** means the operating system and application software with configured Desktop Environments installed by the Customer on the Emergency Office Base System to be hosted by Wavenet on the Virtual Server as Virtual Desktop Environments in the event of an Invocation;

**"Communications Link"** means a secure transmission channel for the connection of the Customer's LAN to the Virtual Infrastructure;

**"Customer Backup Server"** means equipment containing the programs, data and information that the Customer would require to access and process through the Virtual Desktop Environment during an Invocation;

**"Degaussing"** means the destruction of the Customer's replicated data by applying an alternating field that is reduced in amplitude over time from an initial high value or through saturation by applying a unidirectional field;

**"Desktop Environment"** means the style of graphical user interface which Wavenet will replicate during an Invocation on the Virtual Desktop Environment;

**"Disk Wiping"** means the destruction of the Customer's replicated data through overwriting with new data;

**"Emergency Office Agent"** means software installed on the Emergency Office Device that will allow the Customer to connect to and access the Virtual Desktop Environments by means of the Communications Link;

**"Emergency Office Base System"** means computer hardware provided by Wavenet to the Customer and on which the Customer needs to install and configure the Base Operating System and Application Software;

**"Emergency Office Device"** means a universal serial bus memory stick containing the Emergency Office Agent;

**"Emergency Office Services"** means the provision of remote access to the Virtual Desktop Environments in the manner set out in this paragraph;

**"Golden Image"** means a master desktop image which the Customer will build and Wavenet will hold for the Customer to use upon Invocation;

**"LAN"** means the Customer provided computer network used by the Customer's computers to communicate with each other;

**"Re-partitioning"** means the removal of the partitioning created for the Customer's data;

**"Supported Operating System"** means the operating system(s) installed as part of the Base Operating System and Application Software on the Emergency Office Base System and approved by; Wavenet, as being an operating system supported by the Emergency Office Agent and suitable for support through the Emergency Office Services;

**"User List"** means a list to be provided by the Customer to Wavenet of all users to which the Customer will issue the Emergency Office Devices that Wavenet will provide to the Customer under this Agreement;

**"Virtual Desktop Environment"** means a Desktop Environment created by Wavenet and hosted on the Virtual Server during an Invocation, that mirrors the Desktop Environment configured on the Base Operating System and Application Software;

**"Virtual Infrastructure"** means the computer hardware and operating software used by Wavenet for the creation and hosting of the Virtual Server; and

**"Virtual Server"** means the hardware environments simulated as an independent and isolated server on the Virtual Infrastructure and on which the Virtual Desktop Environments will be hosted.

All other capitalised terms that are not defined in these Service Specific Conditions shall have the meanings stated in the MSA and/or the Service Specific Conditions for Business Continuity and Disaster Recovery Services.

#### 2. EMERGENCY OFFICE SERVICES

2.1. Wavenet shall on Invocation and within the Response Time:

2.1.1. create and host the Virtual Desktop Environment;

2.1.2. allow the End Users to connect to the Virtual Infrastructure in order to access and use the Virtual Desktop Environment;

2.1.3. allow the Customer Backup Server to connect remotely to the Virtual Infrastructure; and

2.1.4. allow the contents of the Customer Backup Server to be accessed and processed by means of the Virtual Desktop Environment.

#### 3. WAVENET RESPONSIBILITIES

3.1. Wavenet shall, where required:

3.1.1. deliver the Emergency Office Base System to the Site Address within five Business Days from the date of this Agreement in order to allow the Customer to install and configure the Base Operating System and Application Software on the Emergency Office Base System;

3.1.2. create and provide the Customer with individual user names and access codes for each End User;

3.1.3. on Invocation

3.1.3.1. create and host the Virtual Desktop Environments;

3.1.3.2. ensure that the Virtual Desktop Environments mirrors the Desktop Environments installed and used by the Customer;

3.1.3.3. in those instances where the Customer has created user specific Desktop Environments on the Emergency Office Base System for individual users listed on the User List, ensure that the user name and access code allocated to the individual user provide the said individual user with access and use of the specific Desktop Environments as indicated on the User List;

3.1.3.4. allow the Customer's LAN to connect to the Virtual Infrastructure in order to allow the Customer employees with the Emergency Office Agent operational on their computers and who are connected to the Customer's LAN with access and use of the Virtual Desktop Environments once

## SERVICE SPECIFIC CONDITIONS FOR EMERGENCY OFFICE SERVICES

- the Customer's LAN has connected successfully to the Virtual Infrastructure;
- 3.1.4. keep the Base Operating System and Application Software on the Emergency Office Base System for thirty days after the end of the Term of this Agreement whereafter Wavenet will destroy the Base Operating System and Application Software by means of Degaussing, Disk Wiping or Re-partitioning at Wavenet's sole discretion, unless agreed otherwise in writing with the Customer; and
- 3.1.5. keep the Base Operating System and Application Software and the Virtual Desktop Environment on the Virtual Server for 30 (thirty) days after the end of an Invocation whereafter Wavenet will destroy the Virtual Desktop Environment by means of Degaussing, Disk Wiping or Re-partitioning at Wavenet's sole discretion, unless agreed otherwise in writing with the Customer
- 3.2. Wavenet grants the Customer a non-exclusive license to use the Emergency Office Agent as specified herein in object code form solely for purposes of the Emergency Office Services during the Term of this Agreement

### 4. CUSTOMER RESPONSIBILITIES

- 4.1. The Customer shall, where applicable:
  - 4.1.1. send as agreed on the Order one or more "Golden Images" for storage by Wavenet ready for any Invocation;
  - 4.1.2. allow Wavenet access to its premises and equipment as necessary to enable Wavenet to deliver the Emergency Office Base System at the Site Address in order to allow the Customer to install and configure the Base Operating System and Application Software. Such access may be required outside Normal Working Hours;
  - 4.1.3. install a licensed Base Operating System and Application Software, on the Emergency Office Base System;
  - 4.1.4. configure the Desktop Environment on the Base Operating System and Application Software prior to returning the Emergency Office Base System to Wavenet;
  - 4.1.5. ensure that the Emergency Office Base System with installed and configured Base Operating System and Application Software is returned to Wavenet within 7 seven days after Wavenet has delivered the Emergency Office Base System to the Customer;
  - 4.1.6. provide Wavenet with a User List at the latest at the point when the Emergency Office Base System is returned to Wavenet;
  - 4.1.7. ensure that:
    - 4.1.7.1. the operating system included in the Base Operating System and Application Software remains a Supported Operating System during the Term of this Agreement;
    - 4.1.7.2. the Customer's LAN is connected with a Communications Link to the Virtual Infrastructure;
    - 4.1.7.3. each of the Customer's computers who needs to access the Virtual Infrastructure and display the Virtual Desktop Environment:
      - 4.1.7.3.1. is connected and have access to the Customer's LAN for the entire period that use of the Virtual Desktop Environment is required by the Customer;
      - 4.1.7.3.2. is connected to the Emergency Office Device for the entire period that use of the Virtual Desktop Environment is required by the Customer;
  - 4.1.8. only use the Emergency Office Device and Emergency Office Agent in the manner specified by Wavenet from time to time;
  - 4.1.9. not have any right to receive any source code or design documentation relating to the Emergency Office Agent;
  - 4.1.10. not make any copies of the Emergency Office Agent;
  - 4.1.11. not, nor shall Customer allow any third party to:
    - 4.1.11.1. assign, transfer or sublicense the license granted under these Service Specific Conditions to use the Emergency Office Agent without Wavenet's prior written consent and any attempt to do so shall be void;
    - 4.1.11.2. decompile, disassemble, decrypt, extract, or otherwise reverse engineer or attempt to reconstruct, or discover any source code or underlying ideas, algorithms, or file formats of, or used in, the Emergency Office Agent by any means whatever;
    - 4.1.11.3. remove or conceal any product identification, copyright or other notices contained in or on the Emergency Office Device and Emergency Office Agent or accompanying documents; or
    - 4.1.11.4. modify the Emergency Office Device and Emergency Office Agent, incorporate it into or with other software, or create a derivative work of any part of the Emergency Office Device and Emergency Office Agent;
  - 4.1.12. permit Wavenet and/or its licensors to audit Customer's records, systems and usage connected with the Emergency Office Device and Emergency Office Agent at reasonable times during Normal Working Hours upon reasonable notice;
  - 4.1.13. upon termination immediately cease all use of the Emergency Office Device and Emergency Office Agent, and forthwith return all the Emergency Office Devices with the Emergency Office Agents and the accompanying

## SERVICE SPECIFIC CONDITIONS FOR EMERGENCY OFFICE SERVICES

documentation to Wavenet and so certify to Wavenet;

- 4.1.14. unless agreed to otherwise in writing as part of this Contract, be responsible for:
  - 4.1.14.1. the provision of the Customer Backup Server;
  - 4.1.14.2. the contents of the Customer Backup Server;
  - 4.1.14.3. the connection of the Customer Backup Server to the Customer's LAN;
- 4.1.15. provide and maintain the Communications Link (unless the provision of a Communications Link by Wavenet for purposes of the Emergency Office Service has been included in this Agreement as part of the Services) the specification prescribed by Wavenet, between the Customer's LAN and the Virtual Infrastructure (to be installed subject to arrangement with Wavenet) and maintain responsibility for any associated charges;
- 4.1.16. where the Customer is responsible for the provision of the Communications Link as stipulated in clause 4.1.14, ensure that it complies with the minimum specifications prescribed by Wavenet;
- 4.1.17. take all reasonable care of the Emergency Office Device and Emergency Office Agent and not alter, tamper or attempt to repair the Emergency Office Device and Emergency Office Agent;
- 4.1.18. keep all user names and password provided by Wavenet for the use of the Emergency Office Device and Emergency Office Agent safe and secure;
- 4.1.19. respond in a timely manner to requests that are required by Wavenet to render the Emergency Office Service;
- 4.1.20. inform Wavenet of any upgrades or any other changes that may affect Wavenet's ability to deliver the Emergency Office Service;
- 4.1.21. not change the Supported Operating System to another which is not supported by the Emergency Office Services; and
- 4.1.22. be responsible for the firewall, security and integrity of the Customer's systems, Customer data, the Customer's LAN, the Customer Backup Server, the Communication Link, software, Customer equipment, and the Virtual Desktop Environment unless agreed to otherwise in writing by Wavenet.

### 5. INVOCATION

- 5.1. Wavenet shall, subject to clause 2 of the Service Specific Conditions for Business Continuity and Disaster Recovery Services, on Invocation within the Response Time provide the Customer with remote access to the Virtual Infrastructure containing the Virtual Desktop Environment.

### 6. CHARGES

- 6.1. Where Wavenet has agreed to provide the Communications Link the costs associated with the provision and use of the Communications Link are

separate and not included in the Emergency Offices Charges.

### 7. GENERAL

- 7.1. The Customer will provide suitably qualified personnel with whom Wavenet can liaise during the rendering of the Emergency Office Services.
- 7.2. Customer data remains the responsibility of the Customer at all times.
- 7.3. The Customer acknowledges that Wavenet will rely on information and instructions to be provided by the Customer, in order for Wavenet to render the Emergency Office Services. The Customer therefore agrees that:
  - 7.3.1. it will provide Wavenet with accurate and correct information; and
  - 7.3.2. any additional and/or remedial services necessary as a result of a failure of the Customer to provide accurate and correct information will be regarded as additional services for which an additional Charge will be invoiced as stipulated in the MSA;
- 7.4. Wavenet will not be liable for any damages or losses suffered by the Customer as a result of Wavenet's actions or failures to act, where Wavenet relied on inaccurate and/or incorrect information provided by the Customer.