

SERVICE SPECIFIC CONDITIONS FOR FIXED SITE AND MANAGED HOSTING SERVICES

Service Specific Conditions for Fixed Site and Managed Hosting Services

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

1. ADDITIONAL DEFINITIONS

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

"Area" means a designated area within the Service Centre for the location of a Rack;

"Authorised Access List" means a list of the Customer's Authorised Personnel to be provided by the Customer to Wavenet under clause 5.1;

"Business Continuity and Disaster Recovery Services" means those Services to be provided by Wavenet to the Customer in the event of a Disaster only;

"Cover Period" means the period within which the Customer may receive Fixed Site and Managed Hosting Services under this Agreement, being 00:00 to 23:59, seven (7) days a week;

"Customer's Authorised Personnel" mean those members of the Customer's staff whose names appear on an Authorised Access List provided to Wavenet;

"Dedicated Rack" means a Rack at the Service Centre with all its Rack Space available for the exclusive use of the Customer;

"Equipment" means such equipment of the Customer (or Wavenet) that the Customer may house in a Rack at the Service Centre;

"Fixed Site Hosting Services" means the provision of Rack Space at a Service Centre as described in clause 2 of these Service Specific Conditions;

"Hosting Backup Services" means the Hosting Backup Services as described in the relevant paragraph;

"Implementation Fee" means the costs involved in preparing the Area and Rack, as stipulated in the Contract;

"Intervention" means one request for one execution by Wavenet of any of the actions listed in clause 4.4 of these Service Specific Conditions;

"Managed Hosting Services" means the managed services as described in clause 3 of these Service Specific Conditions;

"Monitoring Services" means Remote Monitoring Services as defined in the relevant Service Specific Conditions for Managed Hosting Services;

"Operating Software" means the licensed software installed on the Equipment and used to operate the Equipment;

"Rack" means a Dedicated or Syndicated Rack for the housing of the Equipment as stipulated in the Order;

"Rack Power" means the power supply per Rack Space included as part of the Fixed Site Hosting Service and as stipulated in the Order;

"Rack Space" means space in a Rack for the housing of the Equipment as stipulated in the Order;

"Remote Hands Support Services" means support services as set out in clause 4 of these Service Specific Conditions and stipulated as "Remote Hands" in the Order;

"Scheduled Maintenance Period" means a maintenance period as notified by Wavenet in writing in advance giving reasonable notice which shall be at least ten Business Days;

"Service Centre" means the Service Centre stipulated in the Order;

"Syndicated Rack" means a Rack at the Service Centre with Rack Space available for use by the Customer together with other customers of Wavenet;

"System" means the Equipment, Operating Software, Customer application software and connections to a network and/or internet if applicable; and

"Technical, Administrative and Content Contacts Information" means the contact detail of the persons that

Wavenet can contact with respect to technical, administrative and content of the Equipment.

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. FIXED SITE HOSTING SERVICES

2.1. Wavenet will provide:

2.1.1. Rack Space in a Dedicated and/or Syndicated Rack in the Area at the Service Centre to allow the Customer to house the Equipment;

2.1.2. Rack Power required by the Equipment and specified in the Order from a separately metered power distribution unit;

2.1.3. Ten-minute battery autonomy with on-site auto-start generator power back-up; and

2.1.4. Twenty-four-hour security monitoring with incident response.

2.2. Wavenet will ensure that the Area shall be subject to access control.

2.3. Wavenet will install, render operational support and decommission the Customer's Equipment, only if specified in the Order.

2.4. Wavenet will provide within the Area the following:

2.4.1. air conditioning maintaining a constant environment within ASHREA recommended standards;

2.4.2. gas based fire suppression devices; and

2.4.3. fire safety devices.

2.5. Wavenet will allow the Customer's Authorised Personnel reasonable access to the Equipment during Normal Working Hours (or outside Normal Working Hours by arrangement and subject to additional Charges where Wavenet does not have an on-site staff presence outside Normal Working Hours). All access shall be subject to prior arrangement between the Customer's Authorised Personnel and Wavenet after a written request by means of an e-mail to an address to be provided to the Customer by Wavenet. Access shall be accompanied by Wavenet Personnel, at Wavenet's discretion, and may be subject to CCTV recording.

2.6. In the event of the Customer opting for the Area to be caged, with access control, Wavenet will provide the Customer with an access card allocated for the Customer's use. This card will be held by Wavenet in a secured key cabinet and will be booked out to the Customer on arrival of the Customer Authorised Personnel.

2.7. Wavenet will maintain all Wavenet owned ancillary equipment and computers installed at the Service Centre and reserves the right of access to the Area for purposes of maintenance of the Area, the Service Centre and ancillary equipment and computers.

2.8. Where the average air temperature within the Area meets or exceeds 32°C for a period of thirty minutes or more, Wavenet may, at its sole discretion, by notice in writing to the Customer, require that the Customer powers down the Equipment.

2.9. Where the average air temperature within the Area meets or exceeds 35°C for a period of thirty minutes or more then without prejudice to any other right of Wavenet, Wavenet may at its sole discretion, without

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liability to the Customer and without prior notice, power the Equipment down until further notice.

3. MANAGED HOSTING SERVICES

- 3.1. Where the Customer subscribes to Managed Hosting Services, Wavenet will:
 - 3.1.1. provide suitable accommodation at the Service Centre in which to host the Equipment in accordance with clause 2;
 - 3.1.2. provide Monitoring Services of the Equipment listed in the Order; and
 - 3.1.3. provide such additional Services as the Customer may subscribe to.

4. REMOTE HANDS SUPPORT SERVICES

- 4.1. Where the Customer is subscribing to Remote Hands Support Services in conjunction with Fixed Site Hosting Services, Wavenet will provide support of the Equipment through Intervention, in the manner set out under clause 4.
- 4.2. Remote Hands Support is rendered in response to a Customer request or a problem identified by a Customer, does not include any regularly scheduled monitoring and is only offered on an availability basis
- 4.3. Remote Hands Support Service:
 - 4.3.1. will be performed by Wavenet as defined in clause 4.4;
 - 4.3.2. where the Equipment is located in a Wavenet 24/7/365 manned Service Centre:
 - 4.3.2.1. can be requested 24/7/365;
 - 4.3.2.2. will be available as part of the Charges for a combined Intervention time of no more than sixty minutes per month unless stated otherwise in the Order; and
 - 4.3.2.3. the fees set out in Wavenet's standard rate card (available on request) will be payable as additional Charges should the monthly sixty (60) minute limit stipulated in clause 4.3.2.2 be exceeded.
 - 4.3.3. where the Equipment is located in any Wavenet Service Centres which is not manned 24/7/365:
 - 4.3.3.1. will be available to the Customer for a maximum of one Intervention up to a maximum of sixty minutes per month unless stated otherwise in the Order. The fees set out in Wavenet's standard rate card (available on request) will be payable as additional Charges should the monthly sixty minute limit stipulated in clause 4.3.3.1 be exceeded;
 - 4.3.3.2. will be requested between the hours of 09:00 to 17:00, Mondays to Fridays (outside of these hours, Intervention may be provided subject to (i) additional Charges as set out in Wavenet's standard rate card (available on request) and (ii) staff availability).
- 4.4. Wavenet will upon direction from the Customer, execute the following actions within four hours after

being requested to do so in the manner stipulated in clause 4.5.2:

- 4.4.1. switch power on and off;
 - 4.4.2. reset servers; and
 - 4.4.3. rotate media or tape (media or tape to be provided by the Customer).
- 4.5. Remote Hands Support Services:
 - 4.5.1. can only be requested by Customer Authorised Personnel clearly identified as being authorised to request Remote Hands Support Services on the Authorised Access List; and
 - 4.5.2. must be requested in writing to an e-mail address to be provided by Wavenet to the Customer from time to time.
 - 4.6. The Customer agrees that:
 - 4.6.1. Wavenet will under no circumstances be liable towards the Customer in contract, tort, misrepresentation or otherwise, for any loss or damage to the Equipment, operating systems, applications or data as a result of Wavenet performing Remote Hands Support Services; and
 - 4.6.2. Remote Hand Support Services provided by Wavenet are not expertise specific to the Equipment, operating systems or applications.
 - 4.7. Wavenet will not provide technical monitoring of Equipment as part of the Remote Hands Support Services.

5. CUSTOMER OBLIGATIONS

- 5.1. The Customer will:
 - 5.1.1. provide Wavenet with an Authorised Access List. The Customer is responsible for providing Wavenet with an update of the Authorised Access List as and when required;
 - 5.1.2. be responsible for providing Technical, Administrative and Content Contacts Information as part of the Authorised Access List and to notify Wavenet in a timely fashion when such Technical, Administrative and Content Contacts Information changes;
 - 5.1.3. be responsible for the Equipment and contents including the Implementation Fee of the contract, installation and decommissioning, maintenance, carrying out appropriate maintenance checks to ensure that the Equipment is fully functional;
 - 5.1.4. in the event that the Customer requires a technical staff member of Wavenet to be in attendance during installation, maintenance and decommissioning the Customer will:
 - 5.1.4.1. provide Wavenet with at least two Business Days' notice;
 - 5.1.4.2. schedule such installation, maintenance and decommissioning during the hours 08:00 to 17:00, Mondays to Fridays, unless agreed to otherwise in writing

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- against payments of such Charges as Wavenet may require;
- 5.1.4.3. provide Wavenet with a complete and detailed statement of work;
 - 5.1.4.4. provide Wavenet with a list of the hardware to be installed and/or decommissioned; and
 - 5.1.4.5. provide Wavenet with a time of arrival;
 - 5.1.5. ensure that when the Customer's Authorised Personnel have occasion to request access to the Service Centre that such employees take all reasonable precautions to protect the health and safety of all personnel working in the Service Centre;
 - 5.1.6. ensure that the Customer's Authorised Personnel access the Service Centre only by prior appointment with Wavenet during the time and in the manner stipulated in clause 2.5. Any Customer supervisory services provided by Wavenet will be chargeable at Wavenet's current rate for such services;
 - 5.1.7. maintain in place appropriate insurance in respect of the Equipment at all times for all risks;
 - 5.1.8. at all times operate and maintain the Equipment and its installation in a prudent manner and at all times in accordance with good practice and, where applicable, the manufacturer's recommendations;
 - 5.1.9. provide and maintain such communications links as necessary (to be installed subject to arrangement with Wavenet) and maintain responsibility for any associated charges;
 - 5.1.10. provide such reasonable assistance as is necessary in order to enable Wavenet to perform the Fixed Site and Managed Hosting Services;
 - 5.1.11. safeguard all Customer access codes in relation to the Equipment and the Service Centre and maintain a security policy within the Customer's operations for preventing unauthorised access;
 - 5.1.12. use all reasonable endeavours to ensure that the Equipment is not operated in any way which may infringe the rights of any person whether in statute or common law;
 - 5.1.13. upon expiry of the period specified in the Order, or upon termination of this Agreement, immediately remove the Equipment from the Service Centre. Failure by the Customer to remove the Equipment shall give rise to a daily storage charge at Wavenet's discretion;
 - 5.1.14. reimburse Wavenet for all costs arising directly out of the installation, retention or removal (including making good the premises following removal) of the Equipment and all other installations that were done at the request of the Customer. Wavenet reserves the right to deliver the Equipment to the Site Address at the Customer's cost and risk in the event that the Customer fails to remove the Equipment in accordance with clause 5.1.13 above;
 - 5.1.15. ensure that it takes adequate copies of data, operating and application software such that the system and files may be restored in the event of corruption or similar loss howsoever occasioned where such copies are not the responsibility of Wavenet as part of Hosting Backup Services;
 - 5.1.16. be responsible for the restoration of data and operating and application software in the event of loss due to system failure or disk exchange unless Wavenet has taken responsibility for such restoration as part of Hosting Backup Services; and
 - 5.1.17. fully cooperate and agree to allow access to all Wavenet Equipment used by the Customer for purposes of software audits.
- 5.2. The Customer acknowledges that the Service Centre is used by other customers of Wavenet and security and integrity of the Service Centre is of paramount importance to Wavenet, the Customer, and other customers of Wavenet. Wavenet therefore reserves the right to refuse access to, or to eject from, the Service Centre any Customer employee, sub-contractor, customer or representative of the Customer who in the reasonable opinion of Wavenet acts or threatens to act in any way which may or does compromise the security or integrity of the Service Centre.
 - 5.3. Neither the Customer nor any other person may use the Fixed Site and Managed Hosting Services in any way:
 - 5.3.1. to send, receive or store any material that could constitute or encourage conduct that would be considered a criminal offence or which 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 or be in breach of any confidence copyright, privacy or any other rights of other parties; or
 - 5.3.2. which uses a name so as to infringe the rights of any person whether in statute or common law, in a corresponding trade mark or name.
 - 5.4. The Customer will fully cooperate with any legal enforcement authorities or court order requesting or directing the Customer to disclose the identity of any person posting any such information or materials as stipulated in clauses 5.3.1 and 5.3.2.
 - 5.5. The Customer is responsible for maintaining confidentiality of access details to the System and is liable for all loss and damages arising from unauthorised access or use of the System. The Customer is also responsible for designing and implementing a security policy within the Customer's operations for preventing such occurrences.
 - 5.6. The Customer shall be responsible for ensuring that all Customer supplied Operating Software running on the Equipment is duly licensed and in compliance with the terms of any software licence agreement that applies to all Company and Customer supplied software and shall indemnify and hold Wavenet harmless against all claims, costs and action arising

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as a result of any infringement of any third party Intellectual Property Rights by the Customer.

- 5.7. In addition and where Wavenet is rendering a Managed Hosting Service:
- 5.7.1. the Customer will allow Wavenet to inspect the Equipment as soon as possible following the Commencement Date of Services;
 - 5.7.2. the Customer warrants that, at the Start Date, the Equipment is fully functional and free from recurring faults except to the extent that such faults are disclosed in writing to Wavenet and accepted by Wavenet in writing;
 - 5.7.3. in the event that the Equipment or any part thereof is not suitable for inclusion within this Agreement, the Customer shall either withdraw that piece of Equipment from the Agreement or bring it up the standard Wavenet reasonably requires;
 - 5.7.4. the Customer will not make any addition, modification or adjustment to the Equipment without the prior written consent of Wavenet;
 - 5.7.5. the Customer shall only use media and storage devices of a type approved by the manufacturer of the Equipment; and
 - 5.7.6. the Customer shall be responsible for ensuring the Equipment and any removable magnetic or optical media is cared for and operated in accordance with the manufacturer's recommendations.

6. DISCONNECTION AND REMOVAL BY WAVENET

- 6.1. Wavenet shall have the right to disconnect and remove any items of Equipment without any liability whatsoever:
 - 6.1.1. forthwith, where its use causes a disruption of Wavenet's business or a threat to the health and safety of Wavenet Personnel and/or other customers using the Service Centre or the security and integrity of the Service Centre;
 - 6.1.2. forthwith for reasons of emergency, including but not limited to fire, flood, explosion and Wavenet shall use reasonable endeavours to resume the Fixed Site and Managed Hosting Services as soon as is reasonably practicable;
 - 6.1.3. on reasonable notice where the relocation of the Equipment and/or the Service Centre is required and Wavenet shall use reasonable endeavours to maintain the Fixed Site and Managed Hosting Services;
 - 6.1.4. forthwith should the Customer be in default of its obligations set out in clause 5.3 and fail to rectify such default within 24 hours from receiving a written notice from Wavenet (where possible) requesting the Customer to rectify the said default;
 - 6.1.5. during the Scheduled Maintenance Period; and
 - 6.1.6. on thirty minutes notice as provided for in clause 6.3.
- 6.2. Wavenet shall inform the Customer as soon as is practically possible of a disconnection and/or removal of Equipment under clauses 6.1.1 to 6.1.4.
- 6.3. Notwithstanding clauses 7.3 and 7.4, in the event that the Customer exceeds the maximum Rack Power limit on the combined Rack Space subscribed to by the Customer and the Customer fails to reduce the Rack

Power consumption to within the maximum limit stipulated in the Order for the combined Rack Space within thirty (30) days of being requested to do so by Wavenet, Wavenet shall have the right to disconnect the Rack Power to the applicable Rack Space on thirty minutes notice to the Customer without any liability whatsoever, until such time as the Customer has satisfied Wavenet that its future power consumption will be within the allowed limit.

7. CHARGES

- 7.1. The Customer acknowledges that Wavenet will not agree to a request for a reduction of the Charges in respect of the Fixed Site and Managed Hosting Services at any time during the Term irrespective of any provision to the contrary in the Agreement.
- 7.2. The Rack Power supplied to the Customer has a maximum limit of power supply in respect of each Rack Space, as stipulated in the Order.
- 7.3. The Customer realises that power usage per Rack Space in excess of the agreed maximum Rack Power limit stipulated in the Order will affect the Area environment at the Service Centre. In the event of excess use of Rack Power, the Charges payable for the Rack Space will, for so long as the excess use continues:
 - 7.3.1. where the Rack Power is exceeded by between one and fifty percent, increase by fifty percent; and
 - 7.3.2. where the Rack Power is exceeded by more than fifty percent, increase by one hundred percent.
- 7.4. In the event of an increase in the power charges payable by Wavenet to its power supplier or where any taxes or levies become payable by Wavenet based on the Service Centre power consumption, the Charges payable by the Customer for the Fixed Site Hosting Services will increase accordingly and such increase will not be subject to any limitation contained in the MSA. Wavenet shall provide the Customer with not less than thirty days' notice of any such increase in the Charges.
- 7.5. In the event that Wavenet has to provide remedial services as a result of any changes made by the Customer to any software and/or Equipment either remotely or during access visits then such remedial services will be chargeable to the customer at Wavenet's then current rate for such services.
- 7.6. Increased Charges and charges for remedial services in terms of clause 7.5 will be invoiced and payable as additional Charges.

8. BUSINESS CONTINUITY AND DISASTER RECOVERY SERVICES

- 8.1. Where the Customer subscribes to the Fixed Site and Managed Hosting Services as described in these Service Specific Conditions as part of Business Continuity and Disaster Recovery Services only:
 - 8.1.1. The Service Specific Conditions for Business Continuity and Disaster Recovery Services will apply in addition to these Specific Conditions; and
 - 8.1.2. the services rendered in terms of these Service Specific Conditions will only be available during the Response Period and where applicable, the Secondary Invocation Period as defined in the

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Service Specific Conditions that provides for the
Secondary Invocation Period.