SERVICE SPECIFIC CONDITIONS FOR FLEXPLACE SERVICES

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

1. DEFINITIONS

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

"Extended Period" means the period specified in Clause 2.2;

"Flexplace Services" means provision of Services which enable the Customer i) to use Positions specified in the Order for planned activity (including peaks in demand or training); or ii) to increase the number of Positions (specified in the Order) available for use at the Service Centre following an Invocation, in each case subject to the terms and conditions of these Service Specific Conditions;

"Lease" means a lease of the Service Centre between Wavenet and its freeholder;

"LTA 1954" means the Landlord and Tenant Act 1954;

"Positions" means syndicated work area recovery positions;

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

"Term" means the combined period of use of the Positions at the Service Centre during the Initial Period, and if agreed any Extended Term up to a maximum period of twenty-four (24) Weeks; and

"Year" means any consecutive twelve (12) month period commencing on the Start Date.

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

2. TERM

2.1. Initial Period(s) shall be periods not exceeding twelve (12) weeks from acknowledgment of the Customer's request to activate the Flexplace Services.

2.2. The Customer can request the use of the Positions for an additional period of no more than twelve (12)) weeks ("Extended Period"), on the giving of not less than one weeks' notice, such notice to expire on the last day of the Initial Period. Should Wavenet at its sole discretion agree in writing to an Extended Period then, subject to availability, the Positions will be provided subject to additional Charges specified below.

2.3. Without prejudice to clause 5.3, Wavenet may terminate the Flexplace Services without liability to the Customer at any time on the giving of not less than seven days' prior written notice to the Customer.

3. FLEXPLACE SERVICES

3.1. At any time, the Customer may use Positions specified in the Order at the Service Centre for planned activity subject to the terms and conditions specified in these Service Specific Conditions.

3.2. In the event of an Invocation pursuant to a Disaster, where the Customer requires additional Positions at the Service Centre, the Customer may request additional Positions up to a maximum of two times the number of contracted Positions specified in the Order.

3.3. Wavenet will provide Flexplace Services requested pursuant to clause 3.1 and/or 3.2, for an Initial Period or at Wavenet's sole discretion for an Extended Period. Subject to clause 4.1, the provision of Flexplace Services is subject to payment of additional Charges and subject to the terms and conditions of these Service Specific Conditions.

3.4. If the Customer does not have invocable Positions specified in the Order then it must give Wavenet not less than seven days' prior written notice of its desire to activate the Flexplace Service provisions of this Agreement. If the Customer has invocable Positions specified in the Order then it must give Wavenet not less than twenty-four hours' notice during Normal Working Hours of its desire to activate the Flexplace Service provisions of this Agreement.

3.5. If, on receipt of the activation request, the Service Centre or Positions are not available, or the request for additional Positions exceeds the capacity of the Service Centre, Wavenet will inform the Customer accordingly.

3.6. Within a reasonable time of activation of the Flexplace Service, Wavenet shall allow the Customer access to the Positions at the Service Centre detailed in the Order.

3.7. Subject to availability and capacity of the Service Centre, the Customer will be entitled to use the Positions and Service Centre for the Initial Period(s).

3.8. Unless otherwise specified herein, or otherwise agreed in writing by the parties, Flexplace Services will only be permitted at the Service Centre(s) specified in the Order not at any Alternative Service Centre.

3.9. Wavenet requires Flexplace Services to be taken during Normal Working Hours. Use of the Flexplace Services outside of Normal Working Hours is subject to Wavenet's prior written consent and may be subject to additional Charges.

3.10. Where applicable and if requested to do so by the Customer and subject to Wavenet's consent and availability of resources, Wavenet may, subject to clause 13.3 of the MSA, and subject to payment of additional Charges, provide personnel to reasonably assist the Customer in transferring the Customer's programs and data to the Positions.

3.11. At no time during the term of the Agreement will the Customer be permitted to occupy the Positions for more than a consecutive period of one hundred and sixty-eight days in any one Year.

3.12. If Wavenet agrees to permit the Customer to continue to use the Positions beyond the Extended Period, the Customer unconditionally agrees to vacate the Positions at the Service Centre(s) and remove all Customer Equipment and property from the Positions at the Service Centre(s) for a minimum period of forty-eight hours. Thereafter the Customer shall be permitted enter the Positions at the Service Centre.

3.13. Subject to clause 13.1 of the MSA under no circumstances shall any Wavenet Affiliate or the Customer be liable to the other for any of the following losses or damages and even if such losses and/or damages were foreseeable or in the non-defaulting party's reasonable contemplation or the non-defaulting party was advised of the possibility of

them in advance any loss or damages suffered as a result of:

3.13.1. the Customer being relocated or vacated from any part of the Service Centre or relocated to an alternative Wavenet service centre;

3.13.2. any requirement to vacate or the Customer being vacated from the Service Centre at the end of the Term; or

3.13.3. exercise of Wavenet's right to require the Customer to vacate the Service Centre or any alternative Wavenet service centre.

3.14. The Customer acknowledges that it occupies the Positions under a licence to occupy, created by this Agreement and that no landlord and tenant relationship, or tenancy of any kind, is created pursuant to Part II of the LTA 1954.

3.15. Without prejudice to clause 3.14, if the Customer claims or it is determined that the provisions of sections 24 to 28 of the LTA 1954 apply to this Agreement, the Customer shall indemnify and keep Wavenet indemnified against all liabilities, claims, actions, proceedings, losses, damages and expenses which are brought against or incurred by Wavenet and which arise from, or are in connection with, such claim or determination.

4. CHARGES AND PAYMENT

4.1. If the Customer has invocable Positions specified in the Order, it shall be entitled to use those Positions for a maximum of two (2) free Initial Periods per Year, provided that: (i) such Positions are used for planned activity (which, for the avoidance of doubt, does not include use following an Invocation or an Invocation related rehearsal or other activity); (ii) that any second free Initial Period is at least twelve (12) weeks after the end of the first free Initial Period or any Extended Period; (iii) that at least two (2) weeks' written notice is given by the Customer prior to each Initial Period; and; (iv) that the Positions requested are available.

4.2. If the Customer does not have invocable Positions specified in the Order or where the Customer does have invocable Positions specified in the Order and it has used those Positions for two free Initial Periods per Year then in consideration of the provision of the Flexplace Services, the Customer shall pay one-hundred and fifty pounds per Position per week used during the Initial Period which shall be invoiced by Wavenet weekly in arrears together with any other additional Charges where applicable.

4.3. A further charge of twenty-five (25) percent shall be chargeable for use the Positions beyond the Initial Period(s). This increased additional Charge shall be invoiced weekly in arrears for use of the Positions during any approved Extended Period together with any additional Charges where applicable.

4.4. Where the Customer requires additional technical assistance with the set-up or configuration of the Positions within the Service Centre, this will be provided subject to payment of additional Charges.

4.5. The Customer will be charged at cost plus ten percent for any of the following costs incurred by Wavenet during the Initial Period(s) and any approved Extended Period:

4.5.1. consumables;

4.5.2. telephone usage;

4.5.3. communication line usage; and

4.5.4. any additional costs incurred by Wavenet as a direct result of a written request from the Customer.

4.6. Additional Charges will apply for services rendered outside the scope of the Flexplace Services, at Wavenet's then applicable standard rates.

4.7. Charges and any additional Charges will be invoiced in accordance with the MSA.

5. CUSTOMER OBLIGATIONS

5.1. The Customer shall comply with the conditions of clause 5.1 of the Service Specific Conditions for Service Centre Recovery Services.

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. Subject to a minimum of two hours prior notice, Wavenet will be entitled to require the Customer to vacate the Service Centre due to an Invocation by another Wavenet customer. The Customer agrees and acknowledges that Wavenet shall not be liable, for any loss or damage whatsoever, due to failure to provide the Services or any delay in providing Services as a result of, or in connection with, the Customer relocating or leaving the Service Centre in accordance with this clause.

5.4. Where applicable, the Customer shall cooperate with Wavenet and comply with Wavenet's reasonable requests and those of its licensors, and/or their representatives of the Service Centre specified in the Order to permit Wavenet, its licensors or their representatives access to all parts of the Service Centre including those parts occupied by the Customer in order to ensure that Wavenet fully complies with its covenants under the Lease.

5.5. Where applicable, Customer shall comply with the covenants of the Lease notified by Wavenet to the Customer or any licence expressly granted by Wavenet's licensors to the Customer (if any) specifically relating to the Customer's occupation and/or use of that part of the Service Centre where the Recovery Facilities are situated, and relating to access and use of common parts of the Service Centre and any parking spaces used by the Customer at the

Service Centre during any period of occupation of the Service Centre.

5.6. Where applicable, the Customer shall immediately vacate the Service Centre in the following circumstances:

5.6.1. on determination of the Lease (howsoever arising);

5.6.2. expiry of the Initial Period(s) or if approved, the Extended Period; and/or

5.6.3. pursuant to an express term of the Lease, in order to enable Wavenet to comply with any covenants and restrictions under the Lease or pursuant to any obligations owed to the landlord or written demand of the landlord whether under the Lease, any variation to the Lease or ancillary agreement entered into with its licensor.