

IT SUPPORT SERVICE SPECIFIC CONDITIONS

These IT Support Service Specific Conditions apply in addition to the Wavenet Master Service Agreement (MSA) for the Customer's use of the following Services:

- IT Support
- IT Support & Patch Management
- IT Support Retainer
- Proactive IT Administration

DEFINITIONS

All definitions from the MSA shall apply to these IT Support Service Specific Conditions together with the following service specific definitions which shall have the meanings set out below:

"Cyber Attack" an attempt by hackers to damage or destroy a computer network or system

"Equipment Location" the Customer's relevant location referred to in the Equipment Schedule

"Normal Support Hours" 8.45am to 5.30pm Monday to Thursday, 8.45am to 5pm Friday, excluding English public holidays

"Patch Management Service" as described in clause 1.8 of these IT Support Service Specific Conditions

"Retainer" a fee paid in advance to secure the Services as set out in the Order

"Set Up Fees" the fees for set up of the Services as set out in the Order

"Subscription Charges" the subscription fees payable by you, as set out in the Order

"Supported Equipment" means the Equipment and Customer Equipment supported by Wavenet under this Agreement and detailed in the Support Schedule

"Support Schedule" means the schedule detailing the Support Equipment and the Equipment Location attached to these terms and conditions including any replacement Support Schedule issued from time to time

1 IT SUPPORT & PATCH MANAGEMENT

1.1 Wavenet's Obligations

- 1.1.1 Upon request by the Customer Wavenet shall provide curative support for the Supported Equipment and associated Software detailed in the Support Schedule such support to include investigation, testing and diagnosing of any reported fault and the carrying out of such repair, replacement, Software updating as it may judge necessary to remedy the fault
- 1.1.2 Wavenet will provide support under clause 1.1.1 via telephone, remotely or at the Equipment Location during Normal Support Hours. The Customer accepts that remote support will only be provided to the Customer by Wavenet if the relevant service option is purchased by the Customer
- 1.1.3 The Service provided to the Customer by Wavenet under clause 1.1.1 shall include all the costs of replacement of faulty parts, labour and travelling costs unless otherwise stated in the Support Schedule. All items considered by the original manufacturer as consumables shall be excluded from this Service
- 1.1.4 To facilitate the Service, Wavenet may, at its absolute discretion, remove for repair any part or whole of the Supported Equipment and replace it with Equipment equivalent or superior to that removed, subject to availability. If such replacement Equipment is deemed by Wavenet to be a permanent replacement, the Supported Equipment removed will become the property of Wavenet and the replacement Equipment issued by Wavenet will become the property of the Customer. Alternatively,

Wavenet's discretion, such replacement Equipment may be loaned or sold to the Customer

- 1.1.5 Wavenet will provide service patch/service pack updates, if provided free of charge by the Software author, to overcome specified identified faults. This does not include regular service pack updates
- 1.1.6 Wavenet will carry out preventive maintenance of the Supported Equipment between the hours of 9.00am and 5.00pm Monday to Friday excluding Public Holidays, where agreed with the Customer and as specified in the Support Schedule. Preventive maintenance will only be undertaken by Wavenet where expressly specified in the Support Schedule
- 1.1.7 All end user support is subject to a fair usage policy, Wavenet reserves the right to make additional charges to the Customer based upon its current charging rates or price lists in respect of, but not limited to, the following:
 - 1.1.7.1 Service or parts required due directly or indirectly to damage caused to the Supported Equipment by accident, neglect, misuse, work performed or modifications by personnel other than Wavenet employees or its authorised Third Party Contractors
 - 1.1.7.2 Any support carried out at the Customer's request outside Wavenet's usual working hours detailed in clause 1.1.2 unless extended hours are specified in the Support Schedule
 - 1.1.7.3 Without prejudice to clause 1.1.7, where in Wavenet's reasonable opinion major sub-assembly work is required, such as necessary replacement laptop screens which cannot be repaired, Wavenet will replace such items at cost payable by the Customer
 - 1.1.7.4 Any accident or disaster affecting the Supported Equipment including, without limitation, fire, flood, water, wind, lightning, vandalism or burglary
 - 1.1.7.5 Service undertaken by Wavenet in circumstances where any competent trained operator would have judged the Customer's request to have been unnecessary
 - 1.1.7.6 Support and management of Software applications
 - 1.1.7.7 Procurement and installation services
 - 1.1.7.8 User or System administration
 - 1.1.7.9 LED, LCD, TFT monitors or laptop screens
 - 1.1.7.10 Consultancy and/or project work, such as security audits, liaising with third parties compliance issues, such as PCI compliance, or meetings with telecoms companies on the Customer's behalf. Project work including Windows upgrades to PCs and laptops due to change in the Customer Software applications, installation of new anti-virus software and wholesale change of company email addresses or network naming conventions
 - 1.1.7.11 Third party liaison. Wavenet will not log calls with third parties on the Customer's behalf for issues relating to Customer Software or services. The Customer must have a support contract in place with the third party Customer Software provider and must be able to gain direct access to the third party Customer Software provide
 - 1.1.7.12 Where an alert is raised by Wavenet's remote monitoring service that requires

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additional hardware or chargeable configuration labour, the Customer's Wavenet will provide a quotation for the additional work required as a planned project. If the quotation is not accepted by the Customer, Wavenet will no longer action the alert and will disable monitoring. If an outage is caused by the alert, Wavenet reserves the right to charge for remediation work required

- 1.1.8 If, in Wavenet's reasonable opinion, any significant part of the Equipment cannot be made functional by the provision of a replacement spare part or if a major sub-assembly is required or substantially the whole of the Equipment is damaged beyond economical repair, then Wavenet reserves the right in its absolute discretion to remove that item of Supported Equipment from the Support Schedule forthwith by serving immediate written notice to the Customer whereupon Wavenet shall refund any pro rata payment made by the Customer for that item of Supported Equipment to the end of the Term of this Agreement
- 1.1.9 Wavenet shall use all reasonable endeavours to restore the Supported Equipment under the Service to good working order in accordance with Wavenet's then current escalation procedures
- 1.1.10 On request for technical assistance, Wavenet shall make every reasonable endeavour to arrive at the Equipment Location within the response times specified in the Support Schedule
- 1.1.11 Additional items of Equipment or Customer Equipment purchased by the Customer after commencement or renewal of this Agreement will not form part of the Service obligation of clause 1.1 of these IT Support Service Specific Conditions
- 1.1.12 All media and licences not supplied by Wavenet will be required at the Equipment Location at the time of installation. Failure to provide such media and licences may result in a return installation visit and the Customer incurring additional Charges
- 1.1.13 The Customer accepts that Wavenet cannot be held liable for viruses detected on the Customer's Network at the point of installation and that any required virus removal will be charged to the Customer in accordance with Wavenet's current charging rates or price lists
- 1.1.14 Should any work be required by any Software or Customer Software provider or Equipment or Customer Equipment vendor during installation, Wavenet shall not be liable for any additional charges from such vendors. Additionally, Wavenet shall not be held liable for price changes from Microsoft or any other Software provider
- 1.1.15 Wavenet will not be held liable for any Data loss during or after installation of the proposed solution

1.2 Subscription Charges

- 1.2.1 Any Subscription Charges shall be invoiced to the Customer annually or monthly by Wavenet and collected monthly in advance during the Initial Term and any Renewal Periods and the Customer shall pay Wavenet's invoices for the same when such Subscription Fees become due in accordance with the payment profile provided to the Customer by Wavenet
- 1.2.2 for Microsoft ("MS") licensing, the Customer acknowledges that, upon expiration of its current Microsoft licence User Subscriptions, the price of the licence(s) shall move to the prevailing MS RRP rate

1.3 Support Schedule

The Supported Equipment under Service of this Agreement shall be detailed in the Support Schedule

1.4 Warranty

- 1.4.1 Wavenet warrants and undertakes to the Customer:
 - 1.4.1.1 to provide the Service with due care and skill
 - 1.4.1.2 that Wavenet shall have a free and unencumbered title to any replacement parts for the Supported Equipment supplied under this Agreement; and
 - 1.4.1.3 that the Customer will enjoy quiet possession of any such replacement parts and that the same will be of satisfactory quality
- 1.4.2 For the avoidance of doubt the Customer shall be solely responsible for maintaining the security of its Data and ensuring that its Data is adequately backed-up. Wavenet shall not be liable for loss of the Customer's Data or that of any third party
- 1.4.3 Wavenet shall not be liable for any telephone or communication costs incurred by the Customer for connection to Wavenet for support purposes or connection between the sites on the Customer's Premises

1.5 Patch Management Service

- 1.5.1 Where Patch Management Service is provided, it will be provided on either a standard or enhanced option on a pre-agreed schedule in accordance with the Order, where the Customer has a current IT Support Agreement with Wavenet for Supported Equipment
- 1.5.2 Each piece of Supported Equipment to be patched must be stated on the Support Schedule and be reviewed as part of Wavenet's chargeable on-boarding process to determine the applications to update and patch, and to enable Wavenet to install its patch control software, prior to Patch Management Services being provided
- 1.5.3 Patch control software must not be overridden by the Customer
- 1.5.4 Patch Management Service provides patching of mainstream security vulnerabilities only, and does not cover feature or product enhancements, unless these also contain security patches. The following are specifically excluded from the Patch Management Services on Windows operating system based devices:
 - 1.5.4.1 Firmware updates of Supported Equipment
 - 1.5.4.2 Modification of registry post patch to enable some elements of the patch
 - 1.5.4.3 Updating out of date software products
 - 1.5.4.4 Operating systems/applications no longer supported by the vendor
 - 1.5.4.5 Any third-party managed routers/firewalls/equipment
 - 1.5.4.6 Servers without Wavenet remote monitoring
 - 1.5.4.7 Firewalls which do not have a current required subscription
- 1.5.5 Patch Management Services will patch as scheduled but Wavenet cannot guarantee it is 100% effective as defects or errors can occur at any time
- 1.5.6 Wavenet does not warrant that the Patch Management Service will cause the Supported Equipment to operate without interruption or errors, and on rare occasions patching can introduce issues to Supported Equipment
- 1.5.7 Patching freezes may take place during the Christmas period and the Customer will be notified by Wavenet in advance

1.6 Proactive IT Administration

Wavenet will provide Proactive IT Administration as specified in the Support Schedule, on pre -arranged dates to be agreed by both parties

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- 1.6.1 Proactive IT Administration services will be booked between 9am and 5pm Monday to Friday excluding public holidays
- 1.6.2 The Proactive IT Administration is for labour only, and any additional Charges incurred by for hardware, Software, or consumables will be invoiced to the Customer
- 1.6.3 Customer shall provide Wavenet with at least two full working days' notice to cancel a booked site visit and the Customer accepts that failure to provide the required notice will result in the Customer being charged for the cancelled visit

2. IT SUPPORT RETAINER

2.1 Use of the Services

- 2.1.1 The Customer's IT Support Retainer shall begin on the Start Date and shall continue for an Initial Term as set out in the Order or until the Retainer value has been utilised in full prior to the anniversary date
- 2.1.2 Upon the Customer's request, and during Normal Support Hours, Wavenet will provide curative support for the Supported Equipment and associated Software. Such support to include investigation, testing and diagnosing of any reported fault and the carrying out of such repair, replacement, Software updating as it may judge necessary to remedy the fault
- 2.1.3 Upon the Customer's request, and during Normal Support Hours, Wavenet will provide IT administration, preventive maintenance, software patching and service pack updating as necessary for day to day running of the network infrastructure
- 2.1.4 The following support and Service provided by Wavenet will be charged to the Customer's Retainer:
 - 2.1.4.1 All support provided under clauses 2.1.1 and 2.1.2
 - 2.1.4.2 All replacement parts and Software updates if chargeable by the third-party Software provider
 - 2.1.4.3 All Rental Equipment
 - 2.1.4.4 All consumables provided with Rental Equipment
- 2.1.5 Wavenet shall use all reasonable endeavours to restore the Supported Equipment under the Service to good working order in accordance with its current escalation procedures
- 2.1.6 Upon the Customer's request Wavenet shall use all reasonable endeavours to arrive at the Equipment Location within the response times specified in the Support Schedule
- 2.1.7 Subject to the Customer's payment of the Charges and the terms of this Agreement Wavenet grants to the Customer a non-exclusive, non-transferable right during the Term of this Agreement or until the Retainer value has been utilised in full to use, and/or allow the Customer's Authorised Users to use, the Services and the Software to the extent required for the Customer's internal business operations
- 2.1.8 The Customer understands that support may be provided as part of the Services as detailed in the Order, and its usage of this support should be reasonable and fair. Should the Customer's usage be deemed excessive, as determined by Wavenet in a commercially reasonable manner, Wavenet may require the Customer to purchase additional support
- 2.1.9 The Customer understands that maintenance cover in respect of this Agreement does not include the provision for defect, error or any other problem resulting from a software virus whether attributable to internal or external sources

3. GENERAL TERMS APPLICABLE TO IT SUPPORT & PATCH MANAGEMENT, PROACTIVE IT ADMINISTRATION AND IT SUPPORT RETAINER

3.1 Customer's Obligations

- The Customer shall:
- 3.1.1. Ensure the environmental and electrical conditions affecting the Supported Equipment at the Equipment Location are maintained to the manufacturer's recommendations
 - 3.1.2. Ensure the Supported Equipment is operated correctly and by competent trained and authorised members of its staff
 - 3.1.3. Notify Wavenet immediately upon Supported Equipment failure (and in any event within 48 hours) and allow Wavenet's engineers full and free access to the Supported Equipment as soon as they arrive at the Equipment Location
 - 3.1.4. Provide Wavenet with at least two full working days' notice to cancel a booked site visit and the Customer accepts that failure to provide the required notice will result in the Customer being charged for the cancelled visit
 - 3.1.5. Use media on the Supported Equipment only of a type recommended or approved by the manufacturer or by Wavenet
 - 3.1.6. Notify Wavenet forthwith if the Supported Equipment is re-located from the Equipment Location
 - 3.1.7. Not modify or adjust the Supported Equipment in any way without Wavenet's prior written consent
 - 3.1.8. Make freely available to Wavenet requisite documentation and Software, Customer Software and back-ups necessary for the maintenance of the Supported Equipment, such Customer Software to be legitimately licensed
 - 3.1.9. Sign a certificate of satisfaction after any service work under this Agreement has been carried out by Wavenet or on Wavenet's behalf
 - 3.1.10. Be wholly responsible for the security of its proprietary and confidential information held on the Supported Equipment
 - 3.1.11. Be responsible for the safe keeping of any Supported Equipment loaned to the Customer by Wavenet and for insuring the same in its full reinstatement value against usual commercial risks
 - 3.1.12. Maintain up to date back-up copies of the configuration for Software, Customer Software and hardware and the programs and Data which may be affected by any breakdown of or fault in the Supported Equipment and ensure that such back-up copies are kept up to date and in order and available for use at all times
 - 3.1.13. Notify Wavenet in writing of any changes to the Support Schedule of Supported Equipment herein appearing at the time the said changes occur
 - 3.1.14. Inform Wavenet of service patch or service pack updates or connection of peripheral devices or associated Customer Software updates that may have resulted in the request for support. Such support to be provided at Wavenet's discretion
 - 3.1.15. The Customer shall not:
 - 3.1.15.1. access all or any part of the Services in order to build a product or service which competes with the Services; or
 - 3.1.15.2. use the Services to provide services to third parties; or attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided for in this Agreement; or
 - 3.1.15.3. sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or make the Services available to any third party except the Authorised Users

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- 3.1.16. The Customer agrees that in using the Services it shall comply with the terms of this clause 3.1. If the Customer fails to comply with this clause 3.1 Wavenet shall have the right to:
 - 3.1.16.1. suspend the Services until such time as Wavenet are satisfied that the Customer is able to comply with this clause 3.1; and/or
 - 3.1.16.2. terminate the Services forthwith upon written notice to the Customer; and/or
 - 3.1.16.3. claim any costs expenses losses and damages which Wavenet may incur

3.2 Security

- 3.2.1 The Customer is responsible for controlling permission access rights to files stored on its System for its Authorised Users. The Customer is responsible for any user id and passwords associated with such access controls and also for appropriate staff training with regard to good password security. Wavenet shall not be responsible for any user id and passwords associated with such access controls, and shall not be responsible for any unauthorised access to the Customer's Data as a result of the security of such access controls being breached by any person other than Wavenet or its authorised Third Party Contractors
- 3.2.2 It is the Customer's responsibility to ensure the security and maintenance of its System and Customer Software, and to invest in and implement such appropriate security measures which would be reasonably considered to be best practice in a business of the Customer's size and standing necessary to protect its System and Data, including the Customer's customer data
- 3.2.3 It is the Customer's responsibility to ensure that its Authorised Users are regularly trained in security awareness and cyber-attacks and security threats prevention

3.3 Customer Data

- 3.3.1 The Customer shall own all rights, title and interest in and to all of its Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of its Data
- 3.3.2 Each Authorised User is responsible for controlling permission access rights to files stored in the Services. The Customer is responsible for any user ID and passwords associated with such access controls, and Wavenet shall not be responsible for any unauthorised access to the Customer's Data as a result of the security of such access controls being breached by any person other than Wavenet or its Third Party Contractors

3.4 Malware Or Software Virus

Maintenance cover in respect of this Agreement does not include the provision for defect, error or any other problem resulting from a Malware attack or software virus whether attributable to internal or external sources

3.5 Liability

- 3.5.1 Nothing in this Agreement shall operate to exclude or limited Wavenet's liability for death or personal injury caused by Wavenet's negligence; any breach of the terms implied by s.2 Supply of Goods and Services Act 1982; fraud; or any other liability cannot be excluded or limited under Applicable Law
- 3.5.2 This clause 3.5 applies in addition to any limitation of liability set out in the Wavenet MSA
- 3.5.3 Except as expressly and specifically provided in this Agreement:
 - 3.5.3.1 The Customer assumes sole responsibility for results obtained from the use of the Services and any Software, and for conclusions drawn from such use. Wavenet

shall have no liability to the Customer or any third parties for any damage caused by errors or omissions in any information or instructions provided to Wavenet by the Customer in connection with the Services and/or any Software, or any actions taken by Wavenet at the Customer's direction

- 3.5.3.2 the Services and Software are provided to the Customer on an "as is" basis and except as set out herein all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement

- 3.5.4 Subject to clause 3.5.1, Wavenet shall have no liability to the Customer or any third parties for:

- 3.5.4.1 any and all problems, delays, delivery failures and all other loss or damage or costs or expenses incurred by the Customer arising from or caused by the Customer's System; Customer Equipment; the Customer's network; the Customer's failure to maintain internet connectivity or any breach of the Customer's obligations under this Agreement; or

- 3.5.4.2 any loss of, or damage to, the customer's System caused by any third party (except those third parties subcontracted by Wavenet to perform any of the Services)

3.6 General

- 3.6.1 Wavenet may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services. Where practicable, Wavenet will give the Customer at least 30 days' notice of any change
- 3.6.2 Wavenet will perform the Services with reasonable skill and care, except to the extent that the Customer has failed to comply with its obligations in this Agreement, or where the Customer's use of the Services is contrary to Wavenet's instructions, or where the Services have been modified or altered by anyone other than Wavenet or its authorised Third Party Contractors or agents
- 3.6.3 Subject to clauses 3.6.4 and 3.6.5 if the Services do not conform to the undertaking in clause 3.6.2, Wavenet will use all reasonable endeavours to correct the defect in accordance with its standard support procedures. Wavenet's standard support service shall be available as per the Agreement except in the case of a total Service failure, following which (subject to clause 3.6.5) Wavenet shall use its reasonable endeavours to resume the Services as soon as reasonably practicable
- 3.6.4 The remedy set out in clause 3.6.3 constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 3.6.2
- 3.6.5 Notwithstanding the foregoing, Wavenet:
 - 3.6.5.1 does not warrant that the Customer's use of the Services will be uninterrupted or error free; nor prevent a security threat or Cyber Attack; nor that the Services will meet the Customer's requirements; and
 - 3.6.5.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the provision of Services, and the Customer acknowledge that the

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Services may be subject to limitations, delays and other problems inherent in the use of such IT and communications facilities, including security threat and Cyber Attack; and

3.6.5.3 shall not be liable to the Customer for any defect in the Services to the extent caused by any defect or failure in the Customer's System

3.6.6 Subject to the Customer's obligations in this Agreement, Wavenet warrants that it will and will maintain all necessary licences, consents and permissions necessary for the performance of its obligations under this Agreement