

SERVICE SPECIFIC CONDITIONS FOR MANAGED DATA PROTECTION AND RECOVERY SERVICES

Service Specific Conditions for Managed Data Protection and Recovery Services

These Service Specific Conditions for Managed Data Protection and Recovery Services apply in addition to the Wavenet Master Service Agreement (“MSA”) to the Customer’s use of the Managed Data Protection and Recovery Services. All definitions from the MSA shall apply to these Service Specific Conditions for Managed Data Protection and Recovery Services.

1. DEFINITIONS

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

“**Co-Managed**” means the Managed Data Protection and Recovery Services where management of the Cloud Backup and Recovery Services and/or Data Replication Service is shared between Wavenet and the Customer;

“**CSM Portal**” means the internet accessible portal provided by Wavenet to the Customer for customer service management, help and support;

“**Fully Managed**” means the Managed Data Protection and Recovery Services where Wavenet is responsible for management of the Cloud Backup and Recovery Services and/or Data Replication Service; and

“**Managed Data Protection and Recovery Services**” means the provision of a management and recovery service by Wavenet in relation to the Cloud Backup and Recovery Services provided under the Service Specific Conditions for Cloud Backup and Recovery Services and/or the Data Replication Services provided under the Service Specific Conditions for Data Replication Services which may be Co-Managed or Fully Managed, as specified in the Order.

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

2. MANAGED DATA PROTECTION AND RECOVERY SERVICES

- 2.1. Wavenet may, during Normal Working Hours, provide some or all of the following Services, as specified in the Order:
 - 2.1.1. management of the Wavenet Data Repository on the Customer Premises and/or at other agreed locations;
 - 2.1.2. supporting the Customer during disaster recovery rehearsals;
 - 2.1.3. management and monitoring of the backup and/or replication schedule;
 - 2.1.4. alerting the Customer to specific issues which may require Customer action or acceptance, including but not limited to where the Customer is likely to exceed the space available in the Wavenet Data Repository as specified in the Order. Where the Customer exceeds such amounts: (i) the Customer agrees to purchase additional space and/or change the scope of the Managed Data Protection and Recovery Services

to remain within the agreed usage limits and/or;
(ii) the Customer may be liable for additional Charges on a monthly basis;

- 2.1.5. management of the backup and/or replication of the Customer Protected Workload(s) specified in the Order as in-scope for the Managed Data Protection and Recovery Services; and/or
- 2.1.6. assisting the Customer in the recovery of the Customer Protected Workload.

3. CUSTOMER RESPONSIBILITIES

- 3.1. The Customer shall:
 - 3.1.1. allow Wavenet access to its premises and equipment as necessary to enable Wavenet to install, remove or maintain the Local Repository and/or Backup Agents;
 - 3.1.2. triage any issues relating to the Managed Data Protection and Recovery Services prior to requesting support from Wavenet; and
 - 3.1.3. provide all necessary information and assistance to Wavenet to enable Wavenet to provide the Managed Data Protection and Recovery Services

4. RECOVERY OF DATA

- 4.1. Where specified in the Order that the Customer is taking a Co-Managed service, the Customer may restore the Customer Data without support from Wavenet
- 4.2. The Customer may request support in the restoration of the Customer Data from Wavenet via the CSM Portal

5. CHARGES

- 5.1. Charges for the Managed Data Protection and Recovery Services are charged and are payable annually in advance. Where the Customer requires additional assistance then an additional Charge will be payable monthly in arrears at the prevailing rate.
- 5.2. The Customer shall be liable for payment of Charges or additional Charges from the Start Date irrespective of any delay to the commencement of the Managed Data Protection and Recovery Service caused by any delay or failure of the Customer to provide any necessary information required by Wavenet.
- 5.3. Additional training and initial data collection can be rendered by agreement against payment of agreed additional Charges.
- 5.4. 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 Managed Data Protection and Recovery Service Charges.

6. GENERAL

- 6.1. The Customer shall remain responsible for the security and firewalls of the Customer Protected Workload(s), Communications Links, equipment,

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software, services and processes unless agreed otherwise in writing with Wavenet.

7. REASONABLE USE POLICY

- 7.1. All Managed Data Protection and Recovery Services are provided on a reasonable use basis, as determined by Wavenet.
- 7.2. If, using its reasonable judgement, Wavenet considers that the use of the Managed Data Protection and Recovery Services by the Customer has consistently or notably exceeded typical usage by other customers, or that an individual request submitted via the CSM Portal by the Customer is not reasonable in nature, Wavenet may take reasonable steps to address the usage pattern. Such steps may include:
 - 7.2.1. remedial work to address the root cause of the issues that are causing overuse of the Managed Data Protection and Recovery Services, such work being chargeable by Wavenet on a time and materials basis;
 - 7.2.2. revising recurring charges or imposing additional time and materials charges in consideration of the overuse/request; and
 - 7.2.3. limiting the Customer's use of the Managed Data Protection and Recovery Services in line with typical customer use; and/or changing a particular element of the Managed Data Protection and Recovery Services
- 7.3. Where Wavenet finds that the cost of delivering the Managed Data Protection and Recovery Services is greater than one hundred and twenty-five (125%) percent of the Charges in relation to the Managed Data Protection and Recovery Services as detailed in the Agreement within any three (3) month period, Wavenet reserves the right to review and change the agreed commercial terms and/or impose relevant restrictions as identified under paragraph 7.2