

SERVICE SPECIFIC CONDITIONS FOR MANAGED SERVICES

These Service Specific Conditions for Managed Services apply in addition to the Wavenet Master Service Agreement (MSA)

DEFINITIONS:

All definitions from the MSA shall apply to these Service Specific Conditions which shall have the meanings set out below:

"Active Directory" means the on-premises Windows Server directory service from Microsoft that stores information about individual members of a domain, including devices and End Users, verifies their credentials and defines their access rights;

"Administrator Access" means accounts with the ability to modify computer hardware and operating system settings, which are above the level of a user's abilities on the given system;

"Application Support and Management" means the Services provided in accordance with paragraph 2.4 of these Service Specific Conditions;

"Application Update Schedule" means a process and timescale for the rollout of an Application Update to the Update Testing Group and Managed Endpoint Devices, agreed by the Customer and Wavenet in accordance with paragraph 3.6.4.1;

"Application Update" means an Update to a third party application as specified in the Agreement;

"Azure Active Directory (Azure Entra)" means a multi-tenant directory service from Microsoft that offers authentication, identity management and access capabilities for applications running in Azure together with applications running in an on-premises environment;

"Azure Advisor Optimisation Checks" means the Services provided in accordance with paragraph 2.5.12 of these Service Specific Conditions;

"Azure Application Gateway" means the web application traffic management cloud offering provided by Microsoft called Azure Application Gateway;

"Azure Application Services" means the Services provided in accordance with paragraph 2.5.8 of these Service Specific Conditions;

"Azure Backup" means the backup service and solution cloud offering provided by Microsoft called Azure Backup;

"Azure Firewall" means the cloud-based network security cloud offering provided by Microsoft called Azure Firewall;

"Azure Management Services" means the Services provided in accordance with paragraph 2.5 of these Service Specific Conditions;

"Azure Network Core" means the Services provided in accordance with paragraph 2.5.6 of these Service Specific Conditions;

"Azure Network Security" means the Services provided in accordance with paragraph 2.5.7 of these Service Specific Conditions;

"Azure Portal" means the Microsoft owned and managed web browser through which the Customer may access Azure, found at portal.azure.com or any other web browser notified by Wavenet or Microsoft to the Customer from time to time;

"Azure Recommendations" means the Services provided in accordance with paragraph 2.5.14 of these Service Specific Conditions;

"Azure Security Center Review" means the Services provided in accordance with paragraph 2.5.11 of these Service Specific Conditions;

"Azure Serverless Functions" means the Services provided in accordance with paragraph 2.5.9 of these Service Specific Conditions;

"Azure Services" means the online services within Azure provided by Microsoft to the Customer (if any);

"Azure Site Recovery (ASR)" means Microsoft's software provided to orchestrate and automate replication of virtual machines between Azure regions; on-premises machines and physical servers to Azure and/or on-premises machines to a secondary data centre;

"Azure SQL" means the Services provided in accordance with paragraph 2.5.10 of these Service Specific Conditions;

"Azure Tenancy" means the Services provided in accordance with paragraph 2.5.5 of these Service Specific Conditions;

"Azure Workload Power Management" means the Services provided in accordance with paragraph 2.5.13 of these Service Specific Conditions;

"Azure" means the virtual public cloud offering provided by Microsoft called Azure;

"Back-Out Plan" means a plan that documents actions to be taken by Wavenet to restore the Supported Software to its previous state in the event that the implementation of a Security Patch causes material disruption to the Supported Software;

"Backup Management Services" means the Services provided in accordance with paragraph 2.3.6 of these Service Specific Conditions;

"Call Quality Dashboard (CQD)" means the Call Quality Dashboard feature within the Teams Voice platform provided by Microsoft;

"Change Management" has the meaning given to it in Service Specific Conditions for Supporting Services;

"Change" has the meaning given to it in Service Specific Conditions for Supporting Services;

"Citrix XenDesktop" means Citrix's desktop virtualisation software platform used to deliver virtual desktops;

"Citrix" means Citrix Corporation and its affiliates;

"Cloud" means compute resources located in a Customer Premises or a data centre; and

"Complex COTS" means COTS which are deemed by Wavenet to be moderate or high risk with a complex Rollback process;

"Configuration Backup Audit" means as defined in paragraph 4.2.3;

"Core Platform Monthly Reporting" means the reporting delivered to the Customer in accordance with paragraph 3.5.2;

"COTS" means commercial off the shelf software, which is a software product that is commercially ready-made and available for sale, lease, or license to the general public;

"Critical Patch" means a Patch designated by the Vendor as 'critical' upon its release or subsequently;

"Cumulative Patch" means a Patch which includes previously released updates and designated by the Vendor as 'Cumulative';

"Cyber Threat" means any circumstance or event with the potential to adversely impact organisational operations (including mission, functions, image, or reputation),

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organisational assets, or individuals through an information system via unauthorised access, destruction, disclosure, modification of information, and/or denial of service;

"Device Management Monthly Reporting" means the reporting delivered to the Customer in accordance with paragraph 3.3.2.2;

"Device Patching" means the Services provided by Wavenet in accordance with paragraph 1.4.2;

"Disaster Recovery Invocation Plan" or **"DR Invocation Plan"** means a document which may include but not be limited to supported cloud environment topology, supported networking topology, the order of power on procedures for services and authorised Customer contact details;

"Disaster Recovery Invocation" or **"DR Invocation"** means the Services provided in accordance with paragraph 2.3.6.3 of these Service Specific Conditions;

"Disaster Recovery Services" or **"DR Services"** means the Services provided in accordance with paragraph 2.3.7 of these Service Specific Conditions;

"Disaster Recovery Simulation Test Plan" or **"DR Simulation Test Plan"** means a document which may include but not be limited to authorised Customer contact details, supported cloud environment topology, supported networking topology, the order of power on procedures for services;

"Disaster Recovery Simulation Test" or **"DR Simulation Test"** means the Services provided in accordance with paragraph 2.3.7.1 of these Service Specific Conditions;

"EDR Management" means the deployment and utilisation of EDR software to detect and respond to Cyber Threats in accordance with paragraph 2.3.5 of these Service Specific Conditions;

"EDR" means Endpoint Detection and Response, a next-generation version of anti-virus which continually detects and mitigates Cyber Threats on servers and endpoints;

"End of Support Date" means the date beyond which the Vendor will no longer provide software support in relation to the Supported Software including, but not limited to, feature updates, security updates, incident support, integration support and licencing;

"End User Service Desk" means the service desk responsible for acting as the primary point of contact for the End Users and may be delivered by Wavenet, the Customer, or a third party;

"Enterprise Plus" means a Service Option provided by Wavenet in accordance with paragraph 1.3.3 for Local Area Network and Firewall Services and paragraph 3.5.2.1 for Microsoft 365 Management Services;

"Enterprise" means a Service Option provided by Wavenet in accordance with paragraph 1.3.2 for Local Area Network and Firewall Services and paragraph 3.4.1.1 for Microsoft 365 Management Services;

"Essentials" means a Service Option provided by Wavenet in accordance with paragraph 1.3.1 for Local Area Network and Firewall Services and paragraph 3.4.1.1 for Microsoft 365 Management Services;

"Event Management" has the meaning given to it in Service Specific Conditions for Supporting Services;

"Events" has the meaning given to it in Service Specific Conditions for Supporting Services;

"Fair Usage Policy" means the policy for the reasonable and fair use of the Local Area Network and Firewall Services

as set out in paragraph 1.9, UC Management Services as set out in paragraph 4.7 and UC Remote Technical Support & Advice Services as set out in paragraph 5.8;

"Feature Patch" means a Patch that is released to add new functionality to the software;

"Hybrid Cloud Management Services" means the Services provided by Wavenet to the Customer in accordance with these Service Specific Conditions;

"Hypervisor" means software that runs on computer hardware that allows one or more host computers to support multiple guest virtual machines by virtually sharing its resources;

"IaaS" means infrastructure as a service;

"Incident Management" has the meaning given to it in Service Specific Conditions for Supporting Services;

"Incident" has the meaning given to it in Service Specific Conditions for Supporting Services;

"Infrastructure Monitoring and Event Management" means as defined in paragraph 4.2.2;

"Legacy System Support" means the Hybrid Cloud Management Services provided in relation to a Legacy System, where specified in the Agreement;

"Legacy System" means a system which has reached the End of Support Date as notified by the Vendor;

"Local Area Network and Firewall Services" means the Services to be provided by Wavenet to the Customer in accordance with these Service Specific Conditions;

"Low Level Design Documentation Refresh" means as defined in paragraph 4.2.4;

"Low Level Design" or **"LLD"** means a detailed design document produced during the project design phase detailing the designs and components that make up the Supported Software and/or the Mitel Applications (as applicable);

"MAC Contract Year" means a period of twelve months (with a month being four (4) consecutive weeks) commencing from either: (i) the Start Date of this Agreement; or (ii) any subsequent annual anniversary of the Start Date;

"MAC Threshold" means the number of Service Requests for MACs that the Customer is entitled to make during each MAC Contract Year, as set out in the Agreement;

"MACs" means any moves, additions and/or changes to configuration on the Teams Voice platform;

"Maintenance Services" means a form of break-fix maintenance service which is provided by Wavenet or by a third party;

"Major Version" means the major version of the released software in use, such as 1.x or 2.x, and typically includes significant new features (rather than a "minor version", which would be a maintenance release against an existing major version, such as x.1 or x.2 that would typically include bug, stability and/or security vulnerability fixes);

"Malicious Content" means any type of malware, ransomware, spyware, adware, scareware, virus, worm, Trojan horse, or other computer program or software code used to disrupt computer operation, gather sensitive information, or gain access to private computer systems;

"Managed Active Directory" means the Services provided in accordance with paragraph 2.4.1 of these Service Specific Conditions;

"Managed Endpoint Devices" means the domain joined desktop, laptop and/or thin client devices identified in the

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Agreement as the Managed Endpoint Devices for the purposes of the Microsoft 365 Management Services;

"Managed Equipment" means the equipment and/or infrastructure in respect of which Wavenet is to provide the UC Management Services to the Customer as set out in the Agreement;

"Managed Resource Groups" means the number of Resource Groups that will be managed by Wavenet as part of the Hybrid Cloud Management Services, as set out in the Agreement;

"Managed Subscription Service" means the Services provided in accordance with paragraph 2.5.4 of these Service Specific Conditions;

"Microsoft 365 Management Services" means the Services provided under these Service Specific Conditions;

"Microsoft 365 Platform" means the Microsoft 365 platform as provided by Microsoft;

"Microsoft Exchange" means Microsoft's mail server and calendaring server software;

"Microsoft Feature Update Plan" means a schedule agreed by the Customer and Wavenet in relation to the application of the Microsoft Feature Update to Managed Endpoint Devices;

"Microsoft Feature Update" means an Update to the Microsoft Windows 10 operating system which includes new features and which is typically released on a twice-yearly basis;

"Microsoft Out Of Band Security Update" means an Update to address a specific critical security vulnerability in the Microsoft Windows 10 operating system or Microsoft Office client applications;

"Microsoft Quality Update Schedule" means a process and timescale for the rollout of a Microsoft Quality Update to the Update Testing Group and Managed Endpoint Devices, agreed by the Customer and Wavenet in accordance with paragraph 3.6.3.1(b);

"Microsoft Quality Update" means an Update to the Microsoft Windows 10 operating system or Microsoft Office Client Applications which is typically released on a monthly basis and includes security patches and bug fixes;

"Microsoft Remote Desktop Client" means Microsoft's client application software that allows end user devices to connect to the Remote Desktop Services;

"Microsoft Remote Desktop Services" means the components within Microsoft's Windows operating system based desktop virtualisation platform used to deliver virtual desktops;

"Microsoft Reseller Relationship" means the process of associating Wavenet to the Customer's Microsoft 365 account as defined by Microsoft;

"Microsoft SCCM" means Microsoft's System Center Configuration Manager;

"Microsoft SQL" means Microsoft's database application based on the structured query language and distributed by Microsoft;

"Microsoft" means Microsoft Corporation and its affiliates;

"Mitel Application Monitoring and Event Management" means as defined in paragraph 4.2.7

"Mitel Applications" means peripheral Mitel software applications including but not limited to MiVB, MiCollab, MiCC and MBG as relevant to the supported environment and detailed in the Agreement;

"Mitel Core Configuration Service Requests" means as defined in paragraph 4.2.5;

"Mitel Performance Analytics" means a monitoring toolset provided by Mitel;

"Non-Microsoft SQL" means a database application based on the structured query language and distributed by a Vendor other than Microsoft;

"Operating System" means the operating system software that manages the Customer's computer, Cloud or UC hardware and software resources and provides common services for software and computer programs to run on the hardware;

"Operational Event Monitoring" means the Services provided by Wavenet in accordance with paragraph 1.4.1;

"PaaS" means platform as a service;

"Patch Management" means the Services provided in accordance with paragraph 2.3.4 of these Service Specific Conditions;

"Patch" or **"Patching"** means a component of software which aims to fix issues or update computer software or its supporting data;

"Problem Management" has the meaning given to it in Service Specific Conditions for Supporting Services;

"Reactive Technical Support" means the resolution of Incidents, investigation of Problems and implementation of Changes in accordance with paragraphs 3.3.1, 3.5.1, 3.6.1, 3.7.1 and 3.8.1 for Microsoft M365 Management Services;

"Remote Security Advice" means the Services provided by Wavenet in accordance with paragraph 1.4.4;

"Remote Technical Support & Advice" means the Services provided by Wavenet in accordance with paragraph 1.4.4 for Local Area Network and Firewall Services, paragraph 2.3.1 for Hybrid Cloud Management Services, paragraph 3.4.1 for Microsoft 365 Management Services and paragraph 5.2 for UC Remote Technical Advice Services;

"Remote Technical Support & Advice Hours" means the volume of hours per month made available to the Customer for Remote Technical Support & Advice, as set out in the Agreement;

"Remote Technical Support & Advice Supported Products" means those products specified as **"Supported Products"** in the Agreement for the purposes of Remote Technical Support & Advice;

"Resource Group" means any collection of related resources (including virtual machines, databases and other assets) added to Azure, that is created and used to manage permissions, set alerts and manage billing for that collection;

"Rollback" means the returning of the Supported Cloud Environment to the original live state of configuration that was in place before the DR Invocation Plan was enacted;

"Rollup Patch" means a Patch which includes multiple patches combined into a single update and designated by the Vendor as 'Rollup';

"Sandbox Environment" means an isolated Customer environment of a suitable size to support testing as stipulated in the Disaster Recovery Simulation Test Plan;

"Security Incident" means an event indicating that the Supported Cloud Environment may have been breached or compromised through the presence of Malicious Content and/or a Cyber Threat evidenced by the EDR software;

"Security Patch" means a Patch that is released by the Vendor to address a security related issue;

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"Security Patching" means as defined in paragraph 4.2.6

"Service Option" means the level of service specified in the Agreement as **"Essentials"**, **"Enterprise"**, **"Enterprise Plus"** or **"Bespoke"**;

"Service Request" has the meaning given to it in Service Specific Conditions for Supporting Services;

"Simple COTS" means COTS which are deemed by Wavenet to be low risk with a simple Rollback process;

"SSL Certificates" means secure sockets layer (SSL) certificates, which are the small data files that digitally bind a cryptographic key to an organisation's details to enable an encrypted connection between a browser or user's computer and a server or website;

"Storage Management" means the Services provided in accordance with paragraph 2.3.9 of these Service Specific Conditions;

"Storage" means network attached storage and/or storage area network devices;

"Subscription" has the meaning given to it in Service Specific Conditions for Modern Workplace Services;

"Supported Cloud Environment" means any virtual public, private or hybrid cloud environment that is hosting or supporting IaaS, PaaS and/or SaaS for the Customer that may comprise some or all of the following: (i) Azure Services; (ii) Wavenet Flex Services, where provided by Wavenet in accordance with this Agreement and/or (iii) cloud services provided by any other third party public or private cloud services provider, and as identified in the Agreement as the Supported Cloud Environment;

"Supported Equipment" means the equipment and/or infrastructure in respect of which the Company is to provide the Hybrid Cloud Management Services to the Customer, as listed in the Agreement (including relevant descriptions and volumes);

"Supported Software" means the Operating System and/or any other software listed as supported software on the Agreement for the purposes of the Hybrid Cloud Management Services UC Management Services;

"System Rebuild" means the rebuilding of the Supported Software to a basic configuration;

"System Restore" means the restoration of the Supported Software to that of a previous point in time

"Teams Voice" means the Teams Voice platform as provided by Microsoft on the Microsoft 365 Platform;

"Teams Voice Call Quality Data Maintenance Review" means the services delivered to the Customer in accordance with paragraph 3.8.2;

"Teams Voice Communications Administrator MACs" means the services delivered to the Customer in accordance with paragraph 3.8.7;

"Teams Voice Configuration Audit" means the services delivered to the Customer in accordance with paragraph 3.8.5;

"Teams Voice Monthly Reporting" means the services delivered to the Customer in accordance with paragraph 3.8.3;

"Teams Voice Review Meeting" means the services delivered to the Customer in accordance with paragraph 3.8.4;

"Teams Voice Service Continuity" means the services delivered to the Customer in accordance with paragraph 3.8.6;

"UC Applications" means third party software applications that form part of the Customer's UC, which may include the following features or services: a) base telephony and voicemail; b) conferencing; c) presence and instant messaging; d) call recording; e) contact centre management; and/or f) call logging;

"UC Management Services" means the Services provided by Wavenet in accordance with these Service Specific Conditions.

"UC Remote Technical Advice Services" means UC Remote Technical Advice Services as provided by Wavenet in accordance with these Service Specific Conditions.

"UC" means unified communications;

"Unmanaged Resource Groups" means any Resource Group that is not a Managed Resource Group; and

"Update Testing Group" means a subset of the Managed Endpoint Devices which will be used to test a new Update prior to application to all Managed Endpoint Devices; and

"Update" means a new version of an operating system or application which adds new features, addresses security vulnerabilities or fixes bugs which can be a Microsoft Quality Update, Microsoft Feature Update, Microsoft Out Of Band Security Update or Third Party Update;

"Vendor Support" means services provided by the Vendor in relation to the Supported Software such as management, development, integration, security, licensing maintenance and training services.

"Virus Definitions" means the virus definitions provided by the anti-virus software supplier as updated from time to time.

1. LOCAL AREA NETWORK AND FIREWALL MANAGEMENT SERVICES

1.1. Start Date

1.1.1. The Start Date of the Local Area Network and Firewall Services shall be the date specified as such in the Order or, if no date is specified, the date on which Wavenet commences provision of the Managed Services to the Customer.

1.2. Initial Term

1.2.1. The Initial Term for the Local Area Network and Firewall Services is as set out in the Order, or if no Initial Term is specified, twelve (12) calendar months from the Start Date of the Local Area Network and Firewall Services.

1.3. Service Options

1.3.1. Essentials

1.3.1.1. Where specified in the Order that the applicable Service Option is Essentials, Wavenet will:

- (a) provide access to the Service Desk to act as a point of contact for handling Service Requests and Incidents in respect of the

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- Supported Hardware and Software;
- (b) provide Remote Technical Support & Advice relating to the Supported Hardware and Software;
- (c) where specified in the Order, provide Remote Security Advice in relation to the Supported Hardware and Software; and/or
- (d) where specified in the Order, provide a Health Check of the Supported Hardware and Software, at the frequency set out in the Order or annually if not otherwise stated.

1.3.2. Enterprise

1.3.2.1. Where specified in the Order that the applicable Service Option is Enterprise, Wavenet will:

- (a) provide access to the Service Desk to act as a point of contact for handling Service Requests and Incidents in respect of the Supported Hardware and Software;
- (b) provide Remote Technical Advice in relation to the Supported Hardware and Software;
- (c) provide Operational Event Monitoring of the Supported Hardware and Software;
- (d) provide Event Management for Events raised by Operational Event Monitoring; and/or
- (e) where specified in the Order, provide Remote Security Advice in relation to the Supported Hardware and Software;

1.3.3. Enterprise Plus

1.3.3.1. Where specified in the Order that the applicable Service Option is Enterprise Plus, Wavenet will:

- (a) provide access to the Service Desk to act as a point of contact for handling Service Requests and Incidents in respect of the Supported Hardware and Software;
- (b) provide Operational Event Monitoring of the Supported Hardware and Software;
- (c) provide Event Management for Events raised by Operational Event Monitoring;

- (d) provide Incident Management for any Incidents relating to the Supported Hardware and Software;
- (e) provide Problem Management for any Problems relating to the Supported Hardware and Software;
- (f) complete change requests relating to the configuration of the Supported Hardware and Software, following the Service Request and Change Management processes;
- (g) complete Device Patching of the Supported Hardware and Software;
- (h) where specified in the Order, provide IPS Policy Management on a subset of the Supported Hardware and Software as specified in the Order.

1.4. **Deliverables**

1.4.1. Operational Event Monitoring

1.4.1.1. Where specified in the Order that Wavenet is providing Operational Event Monitoring, Wavenet will:

- (a) monitor the Supported Hardware and Software and notify the Customer by email of alerts raised by the Operational Event Monitoring; and
- (b) where specified in the Order that Wavenet is providing Operational Event Monitoring and the applicable Service Option is Enterprise Plus and:
- (c) where the Customer has purchased Maintenance Services from Wavenet, Wavenet will instigate the hardware replacement process with the relevant third party; or
- (d) where the Customer has purchased Maintenance Services from a third party, Wavenet will notify the Customer of the hardware replacement requirement and it will be the Customer's responsibility to liaise with the relevant third party to arrange hardware replacement.

1.4.2. Device Patching

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1.4.2.1. Where specified in the Order that Wavenet is providing Device Patching, Wavenet will:

- (a) review firmware and software versions for Supported Hardware and Software annually to identify requirements for maintaining Vendor support and provide a report to the Customer;
- (b) review security vulnerabilities published by the Vendor to identify potentially vulnerable Supported Hardware and Software; and/or
- (c) update the firmware or software for the Supported Hardware and Software where provided by the Vendor:
 - (i) to mitigate identified security vulnerabilities;
 - (ii) to mitigate stability issues or performance / functionality bugs; and
 - (iii) for feature upgrades required by Wavenet.

1.4.3. Health Check

1.4.3.1. Where specified in the Order that Wavenet is providing a Health Check, Wavenet will:

- (a) review the existing configuration for any Supported Hardware and Software;
- (b) report to the Customer any changes that Wavenet recommends for consideration by the Customer to increase the performance, stability or security posture of the Supported Hardware and Software. The implementation of any such recommendations may be subject to additional Charges, as notified by Wavenet to the Customer. There shall be no obligation on Wavenet to implement any such recommended changes until any additional Charges are paid by the Customer; and
- (c) provide the Health Check as requested by the Customer, at the frequency stated in the Order.

1.4.4. Remote Technical Support & Advice

1.4.4.1. Where specified in the Order that Wavenet is providing Remote Technical Support & Advice:

- (a) Wavenet will provide a reactive technical advice line to support the Customer with responding to queries and/or resolving Incidents in respect of the Supported Hardware and Software;
- (b) the quantity of hours per month that Wavenet will provide Remote Technical Support & Advice will be specified in the Order and will be subject to the Fair Usage Policy;
- (c) the Customer may notify the Service Desk of a question or Incident relating to the Supported Hardware and Software via telephone and/or a web portal, as directed by Wavenet from time to time. All Critical Incidents must be logged by the Customer via telephone with the Service Desk;
- (d) once the Customer has raised a request for Remote Technical Support & Advice, Wavenet will:
 - (i) create a record of the Incident and provide a reference number to the Customer;
 - (ii) categorise the Incident in accordance with the priorities in paragraph 3.6 of the Service Specific Conditions for Supporting Services;
 - (iii) attempt to diagnose the Incident initially by telephone to ensure that a suitably qualified engineer responds to the Incident; and
 - (iiii) arrange for an appropriately skilled support engineer to call the Customer back within the Incident Response Time;
- (e) Wavenet will provide assistance via telephone or, where made available by the Customer to Wavenet, remotely via remote access facilities to the Customer's infrastructure; and
- (f) if it is specified in the Order that Remote Technical Support & Advice is available "Out of Hours", Wavenet will make Remote Technical Support & Advice available at any time; otherwise Remote Technical Advice will be available during Normal Working Hours only.

1.4.5. Remote Security Advice

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1.4.5.1. Where specified in the Order that Wavenet is providing Remote Security Advice:

- (a) Wavenet will provide a reactive security advice line to support the Customer with responding to queries and/or resolving Incidents in respect of the Supported Hardware and Software;
- (b) the quantity of hours per month that Wavenet will provide Remote Security Advice will be specified in the Order and will be subject to the Fair Usage Policy;
- (c) the Customer may notify the Service Desk of a question relating to the Supported Hardware and Software via telephone and/or a web portal, as directed by Wavenet from time to time;
- (d) once the Customer has raised a request for Remote Security Advice, Wavenet will:
 - (i) create a record of the request and provide a reference number to the Customer; and
 - (ii) arrange for an appropriately skilled security engineer to call the Customer back and provide assistance with regard to the security events and alerts generated by the Supported Hardware and Software;
- (e) Wavenet will provide assistance via telephone or, where made available by the Customer to Wavenet, remotely via remote access facilities to the Customer's infrastructure; and
- (f) Remote Security Advice shall be available to the Customer during Normal Working Hours only.

1.4.6. Remote IPS Policy Management

1.4.6.1. Where specified in the Order that Wavenet is providing IPS Policy Management, Wavenet will:

- (a) provide a report of threats detected and blocked by the intrusion prevention system components of the Supported

Hardware and Software on a monthly basis; and

- (b) attend a call with the Customer at the frequency set out in the Order or quarterly if not otherwise stated, to discuss the results of the report specified in paragraph 1.4.6.1 and agree if any further tuning is required. Following such call, Wavenet will carry out any agreed updates to the configuration of the intrusion prevention system of the Supported Hardware and Software.

1.5. **Customer Obligations**

1.5.1. Where the Supported Hardware and Software is located at the Customer Premises or another location (other than Wavenet's premises) the Customer shall:

- 1.5.1.1. provide reasonable on-site 'remote hands' assistance, including power cycling the Supported Hardware and Software, to troubleshoot and diagnose any issues;
- 1.5.1.2. ensure that all Supported Hardware and Software is housed in an appropriately secure, well-ventilated cabinet with sufficient environmental control to maintain both heat and moisture within tolerable limits; and
- 1.5.1.3. ensure the power supply to the Supported Hardware and Software is protected to maintain continuous supply and prevent spikes and losses.

1.5.2. The Customer shall:

- 1.5.2.1. not configure, maintain or modify (or permit any third party to do so) any Supported Hardware and Software without the prior written consent of Company;
- 1.5.2.2. be responsible for any third party services or infrastructure it provides to enable the provision of the Local Area Network and Firewall Services;
- 1.5.2.3. maintain subscriptions to vendor-specific software assurance programs for the duration of this Agreement in respect of the Supported Hardware and Software; and
- 1.5.2.4. ensure that where any consents and/or agreement is required from the Customer under this Agreement that such consent and/or agreement shall

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not be unreasonably withheld and will be provided in a timely manner.

1.5.3. The following Customer Obligations apply to the Local Area Network and Firewall Services, and Wavenet shall have no liability for any failure to provide the Local Area Network and Firewall Services (including failing to meet any Service Level) to the extent caused by:

1.5.3.1. any failure by the Customer to provide secure connectivity from Wavenet's management systems to the Supported Hardware and Software, which is required to enable remote configuration or management of the Supported Hardware and Software by Wavenet; and/or

1.5.3.2. any failure by the Customer to meet and satisfy any of its obligations set out in the Agreement.

1.5.4. Where certificates are to be provided by the Customer to Wavenet for implementation, it is the responsibility of the Customer to provide the certificates in a timely manner in order for implementation prior to the expiry of the current certificate.

1.5.5. The Customer will nominate approved Customer Representatives who may log incidents and requests with Wavenet;

1.5.6. The Customer will provide to Wavenet relevant details of all previously completed triage and diagnostics testing (and results thereof) when raising a request for support in order for Wavenet's resources to review and factor into any further action required to be undertaken by Wavenet.

1.5.7. The Customer will provide all and any connectivity and remote access for Wavenet's resources to utilise if the Customer requires Wavenet's resources to directly access the Customer environment.

1.6. **Exclusions**

1.6.1. The following are excluded from the Local Area Network and Firewall Services:

1.6.1.1. the cost of any software license renewals or security certificate renewals;

1.6.1.2. the provision or installation of hardware, licensing and/or security certificates that are required to meet the pre-requisites for any code upgrades released by the third party vendor;

1.6.1.3. the provision of product training and/or technical consulting services unless otherwise set out in the Order;

1.6.1.4. where the configuration of additional reporting is specified in this Agreement, any ongoing support and management of these reports, or any operational responses based on the output of these reports;

1.6.1.5. management of Maintenance Services which are provided by a third party. Wavenet will on request pass relevant information in relation to Supported Hardware and Software to the third party but will not manage that third party's performance of its obligations. Wavenet shall have no responsibility or liability for the acts or omissions of third parties providing Maintenance Services;

1.6.1.6. monitoring or alerting on any security alerts and incidents;

1.6.1.7. unless included in IPS Policy Management, any interpretation of or recommendations regarding any security related logs or alerts arising from the Supported Hardware and Software including but not limited to intrusion prevention system (IPS) logs for firewalls;

1.6.1.8. incidents relating to the underlying infrastructure that the Supported Hardware and Software reside on, including the physical hardware; and

1.6.1.9. liaising with relevant third party vendors.

1.7. **Service Levels**

1.7.1. Wavenet will supply Service Desk, Change Management, Event Management, Incident Management and Problem Management to the extent required in accordance with the Local Area Network and Firewall Services in accordance with Service Specific Conditions for Supporting Services;

1.8. **Charges**

1.8.1. The Charges for the Local Area Network and Firewall Services are as specified in the Order.

1.8.2. Unless otherwise indicated on the Order, the Charges will be invoiced annually in advance with the first invoice issued by Wavenet on or around the Start Date for the Local Area

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Network and Firewall Services and annually thereafter.

usage, which Wavenet reserves the right to amend at its reasonable discretion.

1.9. **Fair Usage Policy**

- 1.9.1. The Charges All Local Area Network and Firewall Services are provided on a 'reasonable use' basis, as determined by Wavenet.
- 1.9.2. If, using its reasonable judgement, Wavenet considers that the use of the Local Area Network and Firewall Services by the Customer has consistently or notably exceeded typical usage by other customers or that an individual Request made by the Customer is not reasonable in nature, Wavenet may take reasonable steps to address the usage pattern or Request. Such steps may include:
 - 1.9.2.1. remedial work to address the root cause of the issues that are causing overuse of the Local Area Network and Firewall Services, such work being chargeable by Wavenet on a time and materials basis;
 - 1.9.2.2. revising recurring charges or imposing additional time and materials charges in consideration of the overuse/request;
 - 1.9.2.3. limiting the Customer's use of the Local Area Network and Firewall Services in line with typical customer use; and/or
 - 1.9.2.4. implementation of or change to a Fair Usage Policy relating to the Local Area Network and Firewall Services or to a particular element of the Local Area Network and Firewall Services.
- 1.9.3. Use of the Local Area Network and Firewall Services will be measured using a three (3) month rolling average.
- 1.9.4. The Charges for the Service Options "Essentials" and "Enterprise" will be compared against the quantity of hours purchased.
- 1.9.5. The Charges for the Service Option "Enterprise Plus" will be compared against the cost of the effort expended on delivering the "Enterprise Plus" Service Option as follows:
 - 1.9.5.1. the Customer will be judged to have exceeded the Fair Usage Policy if its usage of the Service Option "Enterprise Plus" exceeds 120% of the Charges; and
 - 1.9.5.2. a resource cost of £30 per hour will be used to determine the Customer's

2. **HYBRID CLOUD MANAGEMENT SERVICES**

2.1. **Start Date**

- 2.1.1. The Start Date of the Hybrid Cloud Management Services shall be the date specified as such in the Order or, if no date is specified, the date on which Wavenet commences provision of the Hybrid Cloud Management Services to the Customer.

2.2. **Initial Term**

- 2.2.1. The Initial Term shall be the Initial Term for the Hybrid Cloud Management Services as set out in the Order or, if no Initial Term is specified, 12 (twelve) calendar months from the Start Date of the Hybrid Cloud Management Services.

2.3. **Service Deliverables**

- 2.3.1. Remote Technical Support & Advice
 - 2.3.1.1. Where specified in the Order that the applicable Service Option is "Essentials" or "Enterprise" or where otherwise specified in the Order that Wavenet is providing Remote Technical Support & Advice, Wavenet will:
 - (a) provide a reactive technical advice line to support the Customer in responding to queries and/or resolving Incidents in respect of the Supported Products;
 - (b) subject to clause 2.3.1.5, allow the Customer to notify the Service Desk of a question or Incident in respect of the Supported Products via telephone and/or web portal, as directed by Wavenet from time to time;
 - (c) create a record of the Incident and provide a reference number to the Customer;
 - (d) categorise the Incident in accordance with the Service Levels set out in Service Specific Conditions for Supporting Services;
 - (e) attempt to diagnose the Incident by telephone to ensure that a suitably qualified engineer responds to the Incident; and

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- (f) arrange for an appropriately skilled support engineer to call the Customer back within the Incident Response Time.
- 2.3.1.2. provide assistance via telephone or, where made available by the Customer to Wavenet, remotely via remote access facilities to the Customer's infrastructure; and
- 2.3.1.3. where specified in the Order that the Remote Technical Support & Advice service is available "Out of Hours", make the Remote Technical Support & Advice service available at any time; otherwise Wavenet shall make the Remote Technical Support & Advice service available during Support Hours.
- 2.3.1.4. The quantity of hours per month that Wavenet will provide Remote Technical Support & Advice is specified on the Order and is subject to the Fair Use Policy.
- 2.3.1.5. All Critical Incidents must be logged by the Customer with the Service Desk via telephone.
- 2.3.2. Operating System Support
 - 2.3.2.1. Wavenet will:
 - (a) monitor Operating Systems in accordance with the Event Management process;
 - (b) resolve Incidents in accordance with the Incident Management process; and
 - (c) implement Operating System Changes in accordance with the Change Management process.
- 2.3.3. Hypervisor Support
 - 2.3.3.1. Where identified in the Order that Wavenet will provide support for any Hypervisor identified as Supported Software in the Order, it will:
 - (a) monitor the Hypervisor in accordance with the Event Management process;
 - (b) resolve Incidents in accordance with the Incident Management process; and
 - (c) implement Changes to the Hypervisor in accordance with the Change Management process.
- 2.3.4. Patch Management
 - 2.3.4.1. Where Wavenet is providing Patch Management for Supported Software and/or Supported Equipment, as identified in the Order, it will:
 - (a) apply Patches to the Supported Software in the Supported Cloud Environment only, using software determined by Wavenet. Wavenet reserves the right to change, at its cost, the Patch Management software from time to time at its sole discretion;
 - (b) manage the release of all Patches remotely as Changes;
 - (c) when the Change is approved in accordance with the Change Management process, apply the approved Patches to the Customer test environment or test infrastructure according to an agreed Patch schedule;
 - 2.3.4.2. Where a test infrastructure does not exist or the Customer chooses not to have a test environment, Wavenet will use its reasonable endeavours to ensure that a reasonable back-out plan is available. However, Wavenet will not be liable for any interruption to service in the absence of a test environment or any other unintended consequences, loss or damage caused as a result of such interruption;
 - 2.3.4.3. Where Wavenet is providing Operating System Patching, as identified in the Order, it will in respect of the Supported Software:
 - (a) agree a monthly Patching schedule with the Customer for Rollup Patches and Cumulative Patches related to the Supported Software and deploy all Patches to the Supported Software in accordance with that schedule; and
 - (b) notify the Customer of any Critical Patches and Security Patches that are released by the Vendor that require action outside of the agreed Patching frequency, the installation of which will be managed as Changes.
 - 2.3.4.4. Where Wavenet is providing Simple COTS Patching, as identified in the Order, it will in respect of the Supported Software:
 - (a) agree with the Customer a Simple COTS list to be patched and

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specified in the Service Operations Manual as the Simple COTS list; and

- (b) notify the Customer of any Security Patches and Feature Patches that are released by the Vendor and deploy all Patches to the Supported Software under the process for a Standard Change.

2.3.4.5. Where Wavenet is providing Complex COTS Patching, as identified in the Order, it will in respect of the Supported Software:

- (a) agree with the Customer a Complex COTS list to be patched and specified in the Service Operations Manual as the Complex COTS list; and
- (b) notify the Customer of any Security Patches and Feature Patches that are released by the Vendor and deploy all Patches to the Supported Software under the process for a Normal Change.

2.3.5. EDR Management

2.3.5.1. Where Wavenet is providing EDR Management, as identified in the Order, it will:

- (a) do so exclusively within the Supported Cloud Environment using EDR software determined by Wavenet and reserves the right to change, at its cost, the EDR software from time to time at its sole discretion, unless otherwise agreed in the Order;
- (b) utilise the EDR software to continuously monitor the servers within the Supported Cloud Environment to detect and mitigate Malicious Content and/or Cyber Threats;
- (c) investigate potential security incidents and:
 - (i) where a Security Incident is identified, take appropriate and reasonable measures to remediate the Security Incident using the capabilities of the EDR software; or
 - (ii) where a Security Incident cannot be remediated using the capabilities of the EDR software, recover the

Operating System as far as reasonably possible to its last known good configuration as identified by Wavenet and notified to the Customer;

- (d) manage and apply updates to the EDR software; and
- (e) perform configuration of the EDR software in accordance with good industry practice and Vendor guidelines.

2.3.5.2. Wavenet is not responsible for any data lost or corrupted or rendered inaccessible from the Supported Cloud Environment or otherwise as a result of any Security Incident or caused by misuse of any system or application hosted in or connected to the Supported Cloud Environment by End Users or breach by End Users of any security policy.

2.3.6. Backup Management Services

2.3.6.1. Where Wavenet is providing Backup Management Services into or otherwise in connection with the Supported Cloud Environment, as identified on the Order it will:

- (a) do so using technology and software determined by Wavenet or using the Customer's relevant technology and/or software where this has been approved in writing by Wavenet and Wavenet reserves the right, at its cost, to change the Backup Management Services technology and/or software from time to time at its sole discretion;
- (b) implement an agreed backup schedule;
- (c) perform backups in accordance with the agreed backup schedule;
- (d) notify the Customer where additional capacity for backups is required;
- (e) fulfil Backup Management Services administration tasks as follows:
 - (i) monitoring backup progress; and
 - (ii) reviewing backup reports;
- (f) in the event a backup has failed:
 - (i) use its reasonable endeavours to re-perform the failed

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- backup within the same backup window, subject to backup schedule allowing;
- (ii) report the failed backup to the Customer; and
 - (iii) investigate the failures in accordance with Wavenet's Incident Management process. In the event of a repeated failed backup, Wavenet will initiate Problem Management in accordance with Wavenet's Problem Management process;
 - (g) implement Changes to the Backup Management Services in accordance with Wavenet's Change Management process.
- 2.3.6.2. Where the Backup Management Services technology and/or software is not expressly agreed to be provided by Wavenet, backup (capacity and implementation) is the Customer's responsibility.
- 2.3.6.3. In the event of loss of data that is subject to the Backup Management Services, Wavenet will restore the data to its last known good status as identified by Wavenet and notified to the Customer. This activity will be assigned a priority based upon its severity and managed in accordance with Wavenet's Incident Management process.
- 2.3.6.4. In the event that restoring the data requires the resources or assistance of the Customer or a third party supplier of the Customer, Wavenet will manage that third party resource in accordance with Wavenet's Incident Management and/or Problem Management process, as applicable.
- 2.3.6.5. Wavenet will not be responsible for loss or corruption of data, or lack of data consistency, relating to the performance of the Backup Management Services. In circumstances where data is lost or corrupted Wavenet's liability will be limited to using its reasonable endeavours to restore the previous most recent uncorrupted backup (if available) of such data.
- 2.3.7. Disaster Recovery Services
- 2.3.7.1. Where Wavenet is providing DR Services within the Supported Cloud Environment, as identified in the Order it will:
- (a) work with the Customer in a workshop to define a DR Simulation Test Plan and DR Invocation plan applicable for the Supported Cloud Environment; and
 - (b) store the DR Test Plan and the DR Invocation plan in the Service Operations Manual.
- 2.3.7.2. Where Wavenet is providing a DR Simulation Test, as identified in the Order it will:
- (a) enact the DR Simulation Test Plan annually on a mutually agreed date; and
 - (b) update the DR Simulation Test Plan following the DR Simulation Test with technical or process improvements identified during the testing and agreed with the Customer.
- 2.3.7.3. Where Wavenet is providing DR Invocation, as identified in the Order it will:
- (a) enact the DR Invocation Plan upon appropriate Customer authority as documented within the DR Invocation Plan; and
 - (b) provide a quotation for the Rollback of services to be performed at a mutually agreed date.
- 2.3.7.4. The Customer acknowledges and agrees that:
- (a) the Customer shall provide a suitable Customer Representative in order to participate in the workshops referenced in paragraph 2.3.7.1(a) and agree the Disaster Recovery Simulation Test Plan and the Disaster Recovery Invocation Plan;
 - (b) the Customer shall provide a suitable Customer Representative to enact the DR Simulation Test Plan during the Disaster Recovery Simulation Test;

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- (c) the Customer shall provide a suitable Customer Representative to authorise DR Invocation;
- (d) a DR Simulation Test without adverse impact to live services is reliant upon a Customer Sandbox environment of a suitable size to support the replication of the Supported Software; and
- (e) Rollback of DR Services following a DR Invocation is performed on a chargeable basis, a time and materials quotation will be provided by Wavenet to the Customer for acceptance.

2.3.8. SSL Certificates

2.3.8.1. Where Wavenet is managing SSL Certificates in connection with the Supported Cloud Environment, as identified in the Order, it will procure and install SSL Certificates from a reputable Certificate Authority, which will be to 2048 bit SSL with 256 bit encryption and SHA2 standard, subject to the Customer paying any third party costs associated with the procurement, renewal or registration process of any additional SSL Certificates.

2.3.9. Storage Management Services

2.3.9.1. Where identified in the Order that Wavenet will provide Storage Management in respect of any Supported Equipment comprising Storage devices, Wavenet will in respect of such Storage:

- (a) monitor the Supported Equipment and provide Event Management for any Events raised by this monitoring in accordance with the Event Management process;
- (b) notify the Customer of any pre-agreed Events raised by the monitoring under paragraph 2.3.9.1(a);
- (c) manage Incidents in respect of the Supported Equipment in accordance with the Incident Management process;
- (d) implement Changes for the Supported Equipment in accordance with the Change Management process;

- (e) provide reactive Problem Management for the Supported Equipment;
- (f) identify feature upgrades as necessary. . Wavenet will review firmware and software versions for Supported Equipment at least once a year to identify requirements for maintaining Vendor support. Feature upgrades requested by the Customer will incur additional charges on a time and materials basis, which will be agreed with the Customer prior to such work being completed;
- (g) subject to paragraph 2.8 and where agreed by the Customer (such agreement not to be unreasonably withheld or delayed) update the firmware or software for the Supported Equipment;
- (h) request repairs and/or replacement of Supported Equipment by liaising directly with the Vendor of the Supported Equipment and/or any third party as required to reinstate the Supported Equipment, provided that the Customer shall ensure that Wavenet is named as an authorised representative of the Customer where required on any Vendor or other third party support arrangement that has not been procured through Wavenet; and
- (i) provide remote support relating to configuration and functionality of the software or firmware running on the Supported Equipment, which could include updates to the firmware or software to address stability issues or performance or functionality bugs, provided that any updates will be agreed with the Customer before being applied.

2.4. **Application Support and Management**

2.4.1. Managed Active Directory

2.4.1.1. The Where Wavenet is providing Managed Active Directory, as identified in the Order, it will:

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- (a) monitor the Active Directory in accordance with the Event Management process; and
 - (b) perform Active Directory administration tasks, as required from time to time in accordance with any relevant Change request from the Customer, comprising the following:
 - (i) use creating computer objects;
 - (ii) renaming, moving and deleting computer objects within the Active Directory;
 - (iii) subject to paragraph 2.4.1.3 managing group policy objects and login scripts;
 - (iv) clearing local server cache as required;
 - (v) implementing automated scripts where appropriate; and
 - (vi) maintaining domain controllers within the domain in accordance with Wavenet's Active Directory design.
- 2.4.1.2. Wavenet will perform Active Directory routine tasks comprising of the following:
- (a) maintaining subnets and sites to support the user login process;
 - (b) maintaining the global catalogue in the domain;
 - (c) backing up and recovering Active Directory data; and
 - (d) implementing Changes to the Active Directory in accordance with the Change Management process.
- 2.4.1.3. Wavenet is not responsible for creating any new Customer group policy objects or changing any Customer group policy objects as part of the Hybrid Cloud Management Services, unless agreed as an additional Service for additional Charges under this Agreement.
- 2.4.2. Managed Microsoft Remote Desktop Services
- 2.4.2.1. Where it is identified in the Order that Wavenet is providing support and management for the Microsoft Remote Desktop Services component of the Operating System that is listed in the Order, it will:
- (a) monitor the Microsoft Remote Desktop Services component of the Operating System in accordance with the Event Management process;
 - (b) resolve Incidents in accordance with the Incident Management process;
 - (c) perform administration tasks for the Microsoft Remote Desktop Services component of the Operating System, as required from time to time in accordance with any relevant Service Request from the Customer.
- 2.4.2.2. The Customer acknowledges and agrees that:
- (a) the Customer shall not have any elevated access (Administrator Access) to enable file or application upgrades;
 - (b) the use of any unauthorised applications, processes or executable will be restricted;
 - (c) the Customer's ability to print and scan is limited to only those devices supporting the universal print driver at its current version, unless otherwise agreed in writing by Wavenet; and
 - (d) the Customer can only connect to the Microsoft Remote Desktop Services through devices supported by the current and latest version of the Microsoft Remote Desktop Client.
- 2.4.3. Managed Citrix XenDesktop
- 2.4.3.1. Where it is identified in the Order that Wavenet is providing support and management for Citrix XenDesktop it will:
- (a) monitor the Citrix XenDesktop software in accordance with the Event Management process;
 - (b) resolve Incidents in accordance with the Incident Management process; and
 - (c) perform administration tasks for the Citrix XenDesktop software, as required from time to time in accordance with any relevant

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Service Request from the Customer.

2.4.3.2. The Customer acknowledges and agrees that:

- (a) the Customer shall not have any elevated access (Administrator Access) to enable file or application upgrades;
- (b) the use of any unauthorised applications, processes or executable will be restricted;
- (c) the Customer's ability to print and scan is limited to only those devices supporting the universal print driver at its current version, unless otherwise agreed in writing by Wavenet; and
- (d) the Customer can only connect to Citrix XenDesktop software through devices supported by the current and latest version of Citrix.

2.4.4. Managed Microsoft Exchange

2.4.4.1. Where it is identified in the Order that Wavenet is providing support and management for Microsoft Exchange, it will (provided always that the Customer's Microsoft Exchange remains a current version supported by Microsoft):

- (a) monitor the Microsoft Exchange in accordance with the Event Management process;
- (b) resolve Incidents in accordance with the Incident Management process;
- (c) perform administration tasks for the Microsoft Exchange, as required from time to time in accordance with any relevant Service Request from the Customer; and
- (d) administer changes to the mail archive policy settings on request from the Customer in line with the Change Management process.

2.4.5. Managed Microsoft SQL

2.4.5.1. Where it is identified in the Order that Wavenet is providing support and management for Microsoft SQL, it will (provided always that the Customer's Microsoft SQL remains a current version supported by Microsoft):

- (a) monitor the Microsoft SQL in accordance with the Event Management process;
- (b) resolve Incidents in accordance with the Incident Management process;
- (c) perform administration tasks for the Microsoft SQL, as required from time to time in accordance with any relevant Service Request from the Customer; and
- (d) administer changes to the Microsoft SQL settings on request from the Customer in line with the Change Management process.

2.4.6. Managed Non-Microsoft SQL

2.4.6.1. Where it is identified in the Order that Wavenet is providing support and management for Non-Microsoft SQL, it will (provided always that the Customer's Non-Microsoft SQL remains a current version supported by Microsoft):

- (a) monitor the Non-Microsoft SQL in accordance with the Event Management process;
- (b) resolve Incidents in accordance with the Incident Management process;
- (c) perform administration tasks for the Non-Microsoft SQL, as required from time to time in accordance with any relevant Service Request from the Customer; and
- (d) administer changes to the Non-Microsoft SQL settings on request from the Customer in line with the Change Management process.

2.4.7. Managed Microsoft SCCM

2.4.7.1. Where it is identified in the Order that Wavenet is providing support and management for Microsoft Exchange, it will (provided always that the Customer's Microsoft SCCM remains a current version supported by Microsoft):

- (a) monitor the Microsoft SCCM in accordance with the Event Management process;
- (b) resolve Incidents in accordance with the Incident Management process;
- (c) perform administration tasks for Microsoft SCCM, as required from

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time to time in accordance with any relevant Service Request from the Customer; and

- (d) administer changes to the Microsoft SCCM settings on request from the Customer in line with the Change Management process.

2.5. **Azure Management Services**

2.5.1. Where Wavenet is providing Hybrid Cloud Management Services for Azure Services, as identified on the Order, the terms in paragraphs 2.5.2, 2.5.3 and 2.5.4 shall apply as well as the terms in paragraphs 2.5.5 – 2.5.13, where relevant.

2.5.2. Wavenet will provide Azure Services for the Supported Software as stated on the Order. Wavenet reserves the right to levy additional Charges on a time and materials basis for Azure Services outside of those listed on the Order.

2.5.3. The reports and administration tasks described in paragraph 2.5 are created using the functionality provided by Azure and as such is subject to the Customer's available license and are subject to change without notice.

2.5.4. Managed Subscription Services for Azure

2.5.4.1. Wavenet will perform the following administration tasks:

- (a) manage the electronic ordering and administration of Subscriptions relevant to the Azure Services;
- (b) manage usage quotas or subscription limits to help ensure suitable availability of resources and capacity within the Azure Services; and
- (c) upon request supply the Customer with a reconciliation file of Azure Services usage-based Subscriptions and licence-based Subscriptions for a defined period.

2.5.4.2. The Customer will not have direct access to the Subscriptions and billing sections of the Azure Portal. Wavenet may at its discretion from time to time make available to the Customer direct access to a subscriptions and billing portal through a relevant interface. The Customer acknowledges and agrees, that Wavenet makes no promise,

guarantee or commitment to do so, or to maintain access to such portal, if provided.

2.5.4.3. Wavenet will hold the administrative rights for the Subscriptions (including the tenancy for such Subscriptions) during the term of the Agreement.

2.5.4.4. Wavenet will, unless otherwise agreed in writing:

- (a) configure Active Directory (Azure Entra) accounts with read-only role-based access control to the Azure Portal for Managed Resource Groups; and
- (b) configure Active Directory (Azure Entra) accounts with read-write role-based access control to the Azure Portal for Unmanaged Resource Groups.

2.5.5. Azure Tenancy

2.5.5.1. Where it is identified in the Order that Wavenet is providing Azure Tenancy Wavenet will, in relation to the Azure Tenancy:

- (a) resolve Incidents in accordance with the Incident Management process;
- (b) monitor the Supported Software in accordance with the Event Management process;
- (c) investigate Problems in accordance with the Problem Management process;
- (d) implement Changes in accordance with the Change Management process;
- (e) provide an Azure Active Directory (Azure Entra) review comprising of:
 - (i) the creation of a report identifying the security alerts relating to the Azure Active Directory (Azure Entra) and the provision of such report to the Customer on a monthly basis unless otherwise specified in the Order; and
 - (ii) the recommendation of a course of action aiming to remediate or mitigate any associated risk;

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- (f) provide an Azure Active Directory (Azure Entra) access review comprising of the creation of a report showing the access information relating to the Azure Active Directory (Azure Entra) and provide such report to the Customer on a monthly basis unless otherwise specified in the Order; and
 - (g) provide an Azure Backup and ASR review comprising of the creation of a test failover, select recovery point, track progress and, cleanup post-test using Wavenet's change management process and the provision of provide an outcome report to the Customer on a quarterly basis unless otherwise specified in the Order.
- 2.5.6. Azure Network Core
- 2.5.6.1. Where it is identified in the Order that Wavenet is providing Azure Network Core Wavenet will, in relation to the Azure Network Core:
- (a) resolve Incidents in accordance with the Incident Management process;
 - (b) investigate Problems in accordance with the Problem Management process;
 - (c) implement Changes in accordance with the Change Management process; and
 - (d) review security configuration against baseline, provide commentary and make recommendations and provide the report to the Customer on a quarterly basis unless otherwise specified in the Order.
- 2.5.7. Azure Network Security
- 2.5.7.1. Where it is identified in the Order that Wavenet is providing Azure Network Security Wavenet will, in relation to the Azure Network Security:
- (a) resolve Incidents in accordance with the Incident Management process;
 - (b) investigate Problems in accordance with the Problem Management process;
- (c) implement Changes in accordance with the Change Management process; and
 - (d) provide an Azure Firewall and Azure Application Gateway configuration review, provide commentary, make recommendations and provide the report to the Customer on a quarterly basis unless otherwise specified in the Order.
- 2.5.8. Azure Application Services
- 2.5.8.1. Where it is identified in the Order that Wavenet is providing Azure Application Services Wavenet will, in relation to the Azure Application Services:
- (a) resolve Incidents in accordance with the Incident Management process;
 - (b) investigate Problems in accordance with the Problem Management process; and
 - (c) implement Changes in accordance with the Change Management process.
- 2.5.9. Azure Serverless Functions
- 2.5.9.1. Where it is identified in the Order that Wavenet is providing Azure Serverless Functions Wavenet will, in relation to the Azure Serverless Functions:
- (a) resolve Incidents in accordance with the Incident Management process;
 - (b) investigate Problems in accordance with the Problem Management process; and
 - (c) implement Changes in accordance with the Change Management process.
- 2.5.10. Azure SQL
- 2.5.10.1. Where it is identified in the Order that Wavenet is providing Azure SQL Wavenet will, in relation to Azure SQL:
- (a) resolve Incidents in accordance with the Incident Management process;
 - (b) investigate Problems in accordance with the Problem Management process; and
 - (c) implement Changes in accordance with the Change Management process.
- 2.5.11. Azure Security Center review

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- 2.5.11.1. Where Wavenet is providing Azure Security Center Review, as identified on the Order, it will perform a monthly check of Azure Security Center to review secure score and recommendations made by Azure Security Center.
- 2.5.12. Azure Advisor Optimisation Checks
 - 2.5.12.1. Where Wavenet is providing Azure Advisor Optimisation Checks, as identified on the Order, it will perform a weekly check of Azure Advisor to review recommendations made by Azure Advisor.
- 2.5.13. Azure Workload Power Management
 - 2.5.13.1. Where Wavenet is providing Azure Workload Power Management, as identified on the Order, it will:
 - (a) maintain a schedule of workloads and times for power down/power up;
 - (b) execute automated power down and power ups at specified times;
 - (c) review the Azure Workload Power Management service monthly with the Customer; and
 - (d) resolve failures as Incidents in accordance with Service Specific Conditions for Supporting Services;
- 2.5.14. Azure Recommendations
 - 2.5.14.1. Where any recommendation made by Wavenet is within the scope of the Customer's existing Hybrid Cloud Management Services an Incident, Problem, Request Fulfilment or Change Management request will be raised in accordance with Wavenet's standard procedures;
 - 2.5.14.2. Where recommendations are made which reflect a fundamental change to the design of the Azure platform the implementation of any such recommendations may be subject to additional Charges, as notified by Wavenet to the Customer. Upon submitting any recommendations, there shall be no obligation on Wavenet to implement any such changes until any additional Charges are agreed with the Customer.

- 2.6.1. Wavenet will provide the following reports where the relevant Service is identified on the Order:
 - 2.6.1.1.a Patch Management report, providing an overview of Patch Management in the relevant reporting period, including:
 - (a) status against most recent approved release;
 - (b) release % success; and
 - (c) devices below recommended currency;
 - 2.6.1.2.an EDR Management report, providing an overview of EDR Management in the relevant reporting period, including:
 - (a) anti-virus compliance information; and
 - (b) security alerts;
 - 2.6.1.3.a Backup Management Services report, providing an overview of the Backup Management Services in the relevant reporting period, including:
 - (a) total number of backups;
 - (b) successful backups performed; and
 - (c) failed backups.
 - 2.6.1.4.a Storage Management report in accordance with paragraph 2.6.2
- 2.6.2. The Storage Management report will include data collated and analysed on a three monthly frequency to identify current, past and future projections of the Storage platform, as further detailed in Table 1 below.
- 2.6.3. All reports provided under this paragraph 2.6 will be distributed at the relevant frequency aligned to the relevant Service Management tier (as identified on the Order). Where no Service Management tier has been identified on the Order, Wavenet will not be obligated to provide any reporting identified in paragraph 2.6.

Table 1 – Storage Management Service Reports

Report	Description of Report Content
Inventory	List the current Storage devices and components being monitored and included in the report. List those devices and components that have been removed since the last report.
System Health	Risks: List risks identified, and classified as high, medium or low. Identify those

2.6. Reporting

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	<p>acknowledged, fixed or in-progress and those that are not being actioned.</p> <p>Best Practice: List best practice configuration changes recommended and those not being actioned due to them not being relevant to the Customer Storage devices and/or configuration.</p> <p>Alerts: Highlight the alerts generated over the last 90 days and if there are any that are repeating themselves and need addressing.</p> <p>Software: Where the Storage system has a Storage operating system, identify the current version and the Vendor current version and provide upgrade advice based on minimum version for Vendor support, bug fixes and functionality enhancements.</p> <p>Firmware: Detail firmware versions running on the Storage devices. Identify the minimum versions required for Vendor support and highlight any relevant end of support dates. Recommend the proposed action to resolve any identified issues.</p>
Storage Capacity and Trends	<p>Overall Storage device capacity across the Supported Equipment, listing available and currently used capacity. Identify any Storage devices with greater than any agreed threshold for utilisation.</p> <p>Storage growth trends based on the last 90 days.</p>
Storage Performance and Trends	<p>CPU (central processing unit) utilisation levels within the Supported Equipment, including identifying any controller / node that exceeds any agreed thresholds for an extended period of time.</p> <p>Provide the volume (input/output per second) and the size (megabytes per second) of the disk requests per controller/node. If multiple protocols have been deployed, provide details for each protocol being used.</p>

not unreasonably withhold or delay such approval;

2.7.1.3.the Customer shall remain responsible for the security and firewalls of the Customer's communications links, equipment, software, services and processes unless agreed otherwise in writing with Wavenet;

2.7.1.4.ensure timely participation and engagement with the Change Management process and approve the requests submitted by Wavenet in accordance with the Change Management process and the Customer will not unreasonably withhold or delay such approval;

2.7.1.5.where Wavenet is providing Patch Management, the Customer will approve the requests submitted by Wavenet, in accordance with the Change Management process, and will not unreasonably withhold or delay such approval;

2.7.1.6.where the backup infrastructure is not on Sites that are under the control of Wavenet, the Customer must ensure that the infrastructure is suitably housed in accordance with Vendor's requirements, supply any tape media and load/unload such tape media from drives in accordance with the backup frequency;

2.7.1.7.provide a Windows server for Wavenet to use for the sole purposes of remote monitoring and/or management, which can be provided as a physical or virtual asset unless such a server is specified to be provided by Wavenet;

2.7.1.8.either:

(a) allow for the set-up of a site to site VPN, or similar persistent connection as may be agreed in writing by the parties, to allow for remote monitoring and/or management by Wavenet, where Wavenet is agreeing to provide such connection as part of the Hybrid Cloud Management Services, as set out in the Order; or

(b) provide and set-up a site to site VPN, or similar persistent connection as may be agreed in writing by the parties, to allow for

2.7. **Customer Obligations**

2.7.1.The Customer will provide or otherwise comply with the following obligations set out in this paragraph 2.7, which are Customer Obligations for the purposes of this Agreement:

2.7.1.1.unless otherwise provided by Wavenet under this Agreement, remain responsible for all third party hardware, software, services and/or infrastructure that necessary to enable the provision of the Hybrid Cloud Management Services;

2.7.1.2.where Wavenet is providing Patch Management, the Customer will approve the requests submitted by Wavenet in accordance with the Change Management process and will

SERVICE SPECIFIC CONDITIONS FOR MANAGED SERVICES

remote monitoring and/or management by Wavenet, where it is not expressly set out in the Order that Wavenet is providing such connection;

2.7.1.9. at all times operate and maintain the Supported Software and Supported Equipment in a prudent manner and at all times in accordance with the Vendor's recommendations and operating manuals;

2.7.1.10. ensure that that all Supported Equipment has relevant Vendor support purchased in order to ensure that Wavenet has access to the relevant Vendor software and firmware patches and updates on behalf of the Customer unless such Supported Equipment is classified as Legacy System Support;

2.7.1.11. be responsible for obtaining and ensuring compliance with the terms of any software licence agreement for Supported Software and indemnify and hold Wavenet harmless against all claims, costs, damages or action arising as a result of any breach of such licence agreement and/or any infringement of any third party Intellectual Property Rights by the Customer or its End Users; and remain responsible for the security and firewalls of the Customer's communications links, equipment, software, services and processes unless expressly agreed otherwise in this Agreement as being provided by Wavenet.

2.8. **Legacy System Support**

2.8.1. Where it is specified in the Order that Wavenet is providing Legacy System Support, the following non-exhaustive exclusions and/or limitations will apply in addition to any other exclusions and/or limitations set out in the Agreement:

2.8.1.1. Wavenet will not apply Security Patches to the Legacy System unless otherwise agreed with the Customer. In the event that Wavenet does agree to apply a Security Patch to the Legacy System, the Customer acknowledges that such Security Patch may result in

an Incident or render the Legacy System inoperable;

2.8.1.2. Wavenet will not be liable for any security breaches which are or are likely to be related to the Legacy System;

2.8.1.3. Wavenet will not apply Patch Management Services to the Legacy System, and Wavenet will not be responsible for resolving any related Incidents;

2.8.1.4. Enhanced Service Levels shall not apply to the Legacy System, however, Wavenet will respond to Incidents within the Incident Response Time;

2.8.1.5. Wavenet will use reasonable endeavours to resolve Incidents raised on a Legacy System, however, the Customer acknowledges that Incidents may be unresolvable and may render the Legacy System inoperable;

2.8.1.6. System Restores and/or System Rebuilds will not be available for Legacy Systems;

2.8.1.7. Legacy System Support cannot be provided to a Legacy System that has been migrated from one platform to another. Wavenet will only provide support on the platform in which the Legacy System was originally adopted into support;

2.8.1.8. Wavenet does not provide licences or licence key activation in relation to Legacy Systems;

2.8.1.9. peripheral software solutions which may work in the support or management of a Legacy System such as EDR, security, backup, monitoring and/or any other software used by Wavenet to provide the Hybrid Cloud Management Services, may become unsupported or inoperable should the Vendor make modifications to such peripheral software solutions or withdraw support for the Legacy System; and

2.8.1.10. where Supported Software reaches an End of Support Date during the Term the Hybrid Cloud Management Services will be replaced by Legacy System Support.

2.9. **Exclusions**

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- 2.9.1. Wavenet will have no liability (whether in Agreement, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise) for any failure to provide the Hybrid Cloud Management Services (including failing to meet any Service Level), or to pay any Service Credit (if applicable), to the extent caused by any interruption or failure of the Hybrid Cloud Management Services arising directly or indirectly as a result of any of the following circumstances set out in this paragraph 2.9:
- 2.9.1.1. server maintenance or application maintenance carried out by the Customer or a third party;
 - 2.9.1.2. any failure any act or omission of the third-party cloud service provider and/or any other third party provider; and/or
 - 2.9.1.3. as a result of any delay or failure by the Customer to provide or otherwise comply with the Customer Obligations; and Wavenet reserves the right to levy additional charges on a time and materials basis in respect of such circumstances.
- 2.9.2. Wavenet does not guarantee the effectiveness of any EDR software. Wavenet is not responsible if the EDR software does not detect any specific Malicious Content and/or Cyber Threat.
- 2.9.3. Non-critical Patches that are required outside the standard monthly patch cycle for critical and security Patches (including feature upgrades and updates) and/or Major version upgrades will be released as agreed with the Customer as additional Services on a chargeable basis.
- 2.9.4. The following are not included in the Hybrid Cloud Management Services:
- 2.9.4.1. requests for basic product training or technical consulting;
 - 2.9.4.2. additional services arising due to:
 - (a) server maintenance or application maintenance carried out by the Customer or any incorrect or unauthorised use of the Supported Software by the Customer and/or its End Users;
 - (b) any modifications or customisation of the Supported Software not authorised in writing by Wavenet, including but not be limited to changes to the logical or physical database schema for the Supported Software, changes to the disk layout and configuration, and/or hand-modified changes to the data within a database;
 - (c) any disruption of the Hybrid Cloud Management Services through the introduction of Malicious Content, a Cyber Threat or any other form of cyber attack;
 - (d) any failure due to environmental conditions on-site;
 - (e) any failure due to loss of power to the Supported Equipment;
 - (f) any act or omission of Microsoft or any other Vendor;
 - 2.9.4.3. any software other than the Supported Software and/or any programs or application used in conjunction with the Supported Software;
 - 2.9.4.4. any management of third party break-fix maintenance providers. Wavenet will pass relevant information to the third party break-fix maintenance providers but Wavenet cannot manage those providers' responsibilities to meet the service levels offered to the Customer;
 - 2.9.4.5. the cost of any software license renewals or security certificate renewals or the provision or installation of any hardware, licensing and/or security certificates that are required to meet the pre-requisites for any upgrades released by the Vendor of the Supported Software;
 - 2.9.4.6. management connectivity between the Supported Equipment and Wavenet; and/or
 - 2.9.4.7. any application packaging or distribution or any application version changes that require repackaging and testing and/or redistribution before release into the Microsoft Remote Desktop Services or Citrix XenDesktop, unless expressly agreed otherwise in this Agreement as being provided by Wavenet;
 - 2.9.4.8. and Wavenet reserves the right to levy additional Charges on a time and materials basis in respect of any such additional Services requested by the Customer from time to time.

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2.9.5. Non-critical Patches that are required outside the standard monthly patch cycle for critical and security Patches (including feature upgrades and updates) and/or major version upgrades will be released as agreed with the Customer as additional Services on a chargeable basis.

2.9.6. Wavenet reserves the right to refuse or withdraw Hybrid Cloud Management Services for any Supported Software that is or that falls outside of the relevant Vendor support during the Term of this Agreement. Alternatively, where agreed in writing by the parties, Wavenet may continue to provide the Hybrid Cloud Management Services on a reasonable endeavours basis.

2.10. **Service Levels**

2.10.1. Wavenet will supply the Hybrid Cloud Management Services in accordance with the applicable Service Levels set out in Service Specific Conditions for Supporting Services;

2.11. **Charges**

2.11.1. The Charges for the Hybrid Cloud Management Services are as identified in the Order.

2.11.2. The Charges for the Hybrid Cloud Management Services will be invoiced monthly in advance, with the first invoice issued by Wavenet on or around the Start Date.

2.12. **Reasonable and Fair use**

2.12.1. All Hybrid Cloud Management Services are provided on a 'reasonable use' basis, as determined by Wavenet.

2.12.2. If, using its reasonable judgement, Wavenet considers that the use of the Hybrid Cloud Management Services by the Customer has consistently or notably exceeded typical usage by other customers or that an individual Request made by the Customer is not reasonable in nature, Wavenet may take reasonable steps to address the usage pattern or Request. Such steps may include:

2.12.2.1. remedial work to address the root cause of the issues that are causing overuse of the Cloud Management Services, such work being chargeable by Wavenet on a time and materials basis;

2.12.2.2. revising recurring charges or imposing additional time and materials

charges in consideration of the overuse/request;

2.12.2.3. limiting the Customer's use of the Hybrid Cloud Management Services in line with typical customer use; and/or

2.12.2.4. implementation of or change to a Fair Use Policy relating to the Hybrid Cloud Management Services or to a particular element of the Hybrid Cloud Management Services.

2.12.3. Use of the Hybrid Cloud Management Services will be measured using a three (3) month rolling average.

2.12.4. The Charges for the Service Options "Essentials" and "Enterprise" will be compared against the quantity of hours purchased.

2.12.5. The Charges for the Service Option "Enterprise Plus" will be compared against the cost of the effort expended on delivering the Service as follows:

2.12.5.1. the calculation will be completed on a three month rolling basis;

2.12.5.2. the Customer will be judged to have exceeded the Fair Use Policy if their usage of the service exceeds 120% of the Charges; and

2.12.5.3. a resource cost of £30 per hour will be used to determine the usage, which Wavenet reserves the right to amend at its reasonable discretion.

3. **MICROSOFT 365 MANAGEMENT SERVICES**

3.1. **Start Date**

3.1.1. The Start Date shall be the date specified as such in the Order or, if no date is specified, the date on which Wavenet commences provision of the Microsoft 365 Management Services to the Customer.

3.2. **Initial Term**

3.2.1. The Initial Term shall be as stated in the Order or, if no Initial Term is specified, twelve (12) calendar months from the Start Date. Start Date shall be the date specified as such in the Order or, if no date is specified, the date on which Wavenet commences provision of the Microsoft 365 Management Services to the Customer.

3.3. **Generic Deliverables**

3.3.1. Reactive Technical Support

3.3.1.1. Where specified in these Service Specific Conditions that Wavenet is

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providing Reactive Technical Support, Wavenet will:

- (a) resolve Incidents in accordance with the Incident Management process;
- (b) investigate Problems in accordance with the Problem Management process;
- (c) implement Changes in accordance with the Change Management process; and
- (d) maintain a configuration management database in relation to the Microsoft 365 Platform and update the stored configuration items on a regular basis.

3.3.2. Monthly Reporting

3.3.2.1. Where specified in these Service Specific Conditions that Wavenet is providing Core Platform Monthly Reporting, Wavenet will:

- (a) use the functionality provided by the Microsoft 365 Platform to create a report showing the usage of the Microsoft 365 Platform by the End Users and provide the report to the Customer on a monthly basis unless otherwise specified in the Order; and
- (b) use the functionality provided by the Microsoft 365 Platform to create a report showing the license consumption information and provide the report to the Customer on a monthly basis unless otherwise specified in the Order.

3.3.2.2. Where specified in these Service Specific Conditions that Wavenet is providing Device Management Monthly Reporting, Wavenet will use the functionality provided by the Microsoft 365 Platform to create a report showing the asset information relating to the Managed Endpoint Devices and provide the report to the Customer on a monthly basis unless otherwise specified in the Order.

3.4. **Co-Managed Microsoft 365 Deliverables**

3.4.1. Remote Technical Support & Advice

3.4.1.1. Where specified in the Order that the applicable Service Option is "Essentials" or "Enterprise" or where otherwise specified in the Order that

Wavenet is providing Remote Technical Support & Advice, Wavenet will:

- (a) provide a reactive technical advice line to support the Customer in responding to queries and/or resolving Incidents in respect of the Microsoft 365 Platform;
- (b) subject to clause 3.4.1.1 (c), allow the Customer to notify the Service Desk of a question or Incident in respect of the Microsoft 365 Platform via telephone and/or web portal, as directed by Wavenet from time to time;
- (c) upon receiving a request for Remote Technical Support & Advice:
 - (i) create a record of the Incident and provide a reference number to the Customer;
 - (ii) categorise the Incident in accordance with the Service Levels set out in Service Specific Conditions for Supporting Services;
 - (iii) attempt to diagnose the Incident by telephone to ensure that a suitably qualified engineer responds to the Incident; and
 - (iv) arrange for an appropriately skilled support engineer to call the Customer back within the Incident Response Time.
- (d) provide assistance via telephone or, where made available by the Customer to Wavenet, remotely via remote access facilities to the Customer's infrastructure; and
- (e) where specified in the Order that the Remote Technical Support & Advice service is available "Out of Hours", make the Remote Technical Advice service available at any time; otherwise Wavenet shall make the Remote Technical Support & Advice service available during Support Hours.

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- (f) The quantity of hours per month that Wavenet will provide Remote Technical Support & Advice is specified on the Order and is subject to the Fair Use Policy.
- (g) All Critical Incidents must be logged by the Customer with the Service Desk via telephone.

3.4.2. Monthly Reporting

3.4.2.1. Where specified in the Order that the applicable Service Option is "Enterprise" and where specified in the Order that Wavenet is providing "Core Platform Monthly Reporting", Wavenet will provide Core Platform Monthly Reporting in accordance with paragraph 3.3.2.1

3.4.2.2. Where specified in the Order that the applicable Service Option is "Enterprise" and where specified in the Order that Wavenet is providing "Device Management Monthly Reporting", Wavenet will provide Device Management Monthly Reporting in accordance with paragraph 3.3.2.2

3.4.3. Review Meeting

3.4.3.1. Where specified in the Order that the applicable Service Option is "Enterprise" or where otherwise specified in the Order that Wavenet is providing "Core Platform Review Meeting", Wavenet will, on an annual basis unless otherwise specified in the Order, host a call of no more than one (1) hours duration (unless specified otherwise in the Order) with the Customer to review and make recommendations relating to:

- (a) the reports set out at paragraph 3.3.2;
- (b) the Customer's Microsoft 365 Secure Score; and
- (c) the Customer's Microsoft 365 Compliance Score.

3.5. **Managed Microsoft 365: Core Platform Deliverables**

3.5.1. Reactive Technical Support for Microsoft 365 Core Platform

3.5.1.1. Where specified in the Order that Wavenet is providing "Reactive Technical Support for Microsoft 365 Admin Center, AAD & Apps", Wavenet will:

- (a) provide Reactive Technical Support for the Microsoft 365 Platform tenancy, authentication, and supporting features accessed by the administration centre portal;
- (b) provide Reactive Technical Support for Microsoft's "Azure Active Directory Free" user authentication platform;
- (c) provide Reactive Technical Support for the "Microsoft 365 Apps" suite of Microsoft applications;
- (d) not provide Reactive Technical Support for Microsoft's "Azure AD Premium" or "Azure AD Business-to-Customer" platforms, unless otherwise agreed; and
- (e) not provide Reactive Technical Support for any Microsoft applications not included in the core "Microsoft 365 Apps" suite, unless otherwise agreed.

3.5.1.2. Where specified in the Order that Wavenet is providing "Reactive Technical Support for Exchange Online", Wavenet will:

- (a) provide Reactive Technical Support for Microsoft's "Exchange Online" hosted email platform;
- (b) provide Reactive Technical Support for Microsoft's "Exchange Online Protection" hosted email security platform; and
- (c) not provide Reactive Technical Support for Microsoft's "Defender for Office 365" suite of advanced email security technologies, unless otherwise agreed.

3.5.1.3. Where specified in the Order that Wavenet is providing "Reactive Technical Support for Sharepoint Online", Wavenet will:

- (a) provide Reactive Technical Support for Microsoft's "Sharepoint Online" web-based collaborative platform; and
- (b) not implement Changes relating to Sharepoint Online site configuration, unless otherwise agreed.

3.5.1.4. Where specified in the Order that Wavenet is providing "Reactive

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Technical Support for Teams” , Wavenet will:

- (a) provide Reactive Technical Support for Microsoft’s “Teams” business communication platform; and
- (b) not provide Reactive Technical Support for the “Audio Conferencing” or “Phone System” capabilities of “Teams”, unless otherwise agreed.

3.5.2. Core Platform Monthly Reporting

3.5.2.1. Where specified in the Order that the applicable Service Option is “Enterprise Plus” and where specified in the Order that Wavenet is providing “Core Platform Monthly Reporting”, Wavenet will provide Core Platform Monthly Reporting in accordance with paragraph 3.3.2.1.

3.5.3. Core Platform Review Meeting

3.5.3.1. Where specified in the Order that Wavenet is providing “Core Platform Review Meeting”, Wavenet will on an annual basis, unless specified otherwise in the Order, host a call of no more than one (1) hours duration (unless specified otherwise in the Order) with the Customer to review and make recommendations relating to:

- (a) the reports provided in 3.5.2.1;
- (b) the Customer’s Microsoft 365 Secure Score; and
- (c) the Customer’s Microsoft 365 Compliance Score.

3.6. **Managed Microsoft 365: Device Management Deliverables**

3.6.1. Reactive Technical Support for Device Management

3.6.1.1. Where specified in the Order that Wavenet is providing “Reactive Technical Support for Device Management” , Wavenet will:

- (a) provide Reactive Technical Support for Microsoft’s “Endpoint Configuration Manager” device management platform; and
- (b) provide Reactive Technical Support for Microsoft’s “Intune” device management platform.

3.6.2. Device Management Monthly Reporting

3.6.2.1. Where specified in the Order that the applicable Service Option is “Enterprise

Plus” and where specified in the Order that Wavenet is providing “Device Management Monthly Reporting”, Wavenet will provide Device Management Monthly Reporting in accordance with paragraph 3.3.2.2

3.6.3. Microsoft Update Management

3.6.3.1. Where specified in the Order that Wavenet is providing “Microsoft Update Management”, Wavenet will:

(a) agree a subset of Managed Endpoint Devices to form an Update Testing Group which will receive the initial Update;

(i) defines timescales for the rollout of the Microsoft Quality Updates to the Update Testing Group;

(ii) defines timescales for the rollout of the Microsoft Quality Updates to the rest of the Managed Endpoint Devices; and

(iii) will be agreed in writing by the Customer and Wavenet during any transition or implementation phase of this Agreement or otherwise as soon as reasonably practicable following the Start Date;

(b) use the Microsoft 365 Platform to automatically implement and manage the deployment of a Microsoft Quality Update:

(i) to Managed Endpoint Devices;

(ii) in accordance with the agreed Microsoft Quality Update Schedule; and

(iii) in line with any exceptions stated within the Microsoft Quality Update Schedule;

(c) in respect of each Microsoft Out Of Band Security Update released by Microsoft:

(i) raise a change for the Customer to review and approve the Microsoft Out Of Band Security

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- Update in accordance with the Change Management process; and
- (ii) if approved, use the Microsoft 365 Platform to implement and manage the deployment of the Microsoft Out Of Band Security Update to the Managed Endpoint Devices;
- (d) in respect of each Microsoft Feature Update released by Microsoft:
- (i) agree a Microsoft Feature Update Plan with the Customer;
 - (ii) use the Microsoft 365 Platform to implement and manage the deployment of the Microsoft Feature Update to the Update Testing Group in accordance with the Microsoft Feature Update Plan; and
 - (iii) use the Microsoft 365 Platform to implement and manage the deployment of the Microsoft Feature Update to the rest of the Managed Endpoint Devices in accordance with the Microsoft Feature Update Plan;
- (e) halt the rollout of the Update to Managed Endpoint Devices during testing of the Update Testing Group if requested by the Customer, as soon as reasonably practicable following such request.
- 3.6.3.2. The resolution of application or hardware compatibility issues are excluded from Microsoft Update Management.
- 3.6.3.3. Any changes to the agreed Microsoft Update Management processes once they are automated may incur additional charges which the Customer shall pay in accordance with the terms of the Agreement.
- 3.6.4. Application Update Management
- 3.6.4.1. Where specified in the Order that Wavenet is providing "Application Update Management", Wavenet will:
- (a) agree an Application Update Schedule with the Customer for Application Updates which:
 - (i) defines timescales for the rollout of the Update to the Update Testing Group as specified in paragraph 3.6.3.1;
 - (ii) defines timescales for the rollout of the Update to the rest of the Managed Endpoint Devices; and
 - (iii) will be agreed in writing by the Customer and Wavenet during any transition or implementation phase of this Agreement or otherwise as soon as reasonably practicable following the Start Date;
 - (b) review Application Updates to identify Updates to be applied in line with the Application Update Schedule on a weekly basis unless otherwise stated in the Order;
 - (c) use the Microsoft 365 Platform to automatically implement and manage the deployment of an Application Update:
 - (i) to Managed Endpoint Devices;
 - (ii) in accordance with the agreed Application Update Schedule; and
 - (iii) in line with any exceptions stated within the Application Update Schedule;
 - (d) halt the rollout of the Update to Managed Endpoint Devices during testing of the Update Testing Group if requested by the Customer, as soon as reasonably practicable following such request; and
 - (e) provide Application Updates only to applications specified on the Order.

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3.6.4.2. The resolution of application or hardware compatibility issues are excluded from Application Update Management.

3.6.4.3. Any changes to the agreed Application Update Management processes once they are automated may incur additional charges which the Customer shall pay in accordance with the terms of the Agreement.

3.7. **Managed Microsoft 365: Teams Voice**

3.7.1. Reactive Technical Support for Teams Voice

3.7.1.1. Where specified in the Order that Wavenet is providing "Reactive Technical Support for Teams Voice", Wavenet will:

- (a) provide Reactive Technical Support for the Teams Voice platform.

3.7.2. Teams Voice Call Quality Data Maintenance Review

3.7.2.1. Where specified in the Order that Wavenet is providing "Teams Voice Call Quality Data Maintenance Review", Wavenet will;

- (a) review the CQD configuration of the Customer's Teams Voice platform; and
- (b) ensure any changes on the environment (for example network infrastructure) are reflected in the QCD monitoring system using data provided by the Customer;

3.7.2.2. The review referred to in paragraph 3.7.2.1 will be delivered quarterly unless otherwise specified on the Order.

3.7.3. Teams Voice Monthly Reporting

3.7.3.1. Where specified in the Order that Wavenet is providing "Teams Voice Monthly Reporting", Wavenet will:

- (a) provide a call usage report which will include details about:
 - (i) active users;
 - (ii) active channels
 - (iii) message usage; and
 - (iv) privacy settings.
- (b) where Call Quality Dashboard has been configured within Teams Voice, Wavenet will provide a report which will include details about:
 - (i) overall call quality;

- (ii) server client quality; and
- (iii) client to client quality.

3.7.3.2. The reporting referred to in paragraph 3.7.3.1 will be generated using the native capability of the Microsoft Teams platform and as such is subject to the customer's available license and subject to change without notice.

3.7.4. Teams Voice Review Meeting

3.7.4.1. Where specified in the Order that Wavenet is providing "Teams Voice Review Meeting", Wavenet will on the frequency stated in the Order, host a call of no more than one (1) hour duration (unless otherwise specified in the Order) to review and where relevant, make recommendations relating to the reports provided in paragraph 3.7.3.

3.7.5. Teams Voice Configuration Audit

3.7.5.1. Where specified in the Order that Wavenet is providing "Teams Voice Configuration Audit", Wavenet will:

- (a) review the existing configuration of the Customer's Teams Voice environment;
- (b) where appropriate, report to the Customer any changes that Wavenet recommends for consideration by the Customer to increase the performance, stability or security of the Customer's Teams Voice environment;
- (c) where any recommendation made by Wavenet in relation to paragraph 3.7.5.1 is within the scope of the Customer's existing Microsoft Managed 365, Teams Voice services, an Incident, Problem, Request Fulfillment or Change Management request will be raised in accordance with Wavenet's standard procedures; and
- (d) where the recommendations reflect a fundamental change to the design of the Teams Voice platform the implementation of any such recommendations may be subject to additional Charges, as will be notified by Wavenet to the Customer. Upon submitting any recommendations, there shall be no obligation on Wavenet to

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implement any such changes until any additional Charges are agreed with the Customer.

3.7.5.2. The audit referred to in paragraph 3.7.5.1 will be delivered annually unless otherwise specified on the Order.

3.7.6. Teams Voice Service Continuity

3.7.6.1. Where specified in the Order that Wavenet is providing "Teams Voice Service Continuity", Wavenet will:

- (a) conduct a review with the Customer reviewing the Customer's existing voice routing configuration; and
- (b) where appropriate, following Change Management approval, disable a resilient element of the solution to allow the Customer to conduct access and performance testing.

3.7.7. Teams Voice Communications Administrator MACs

3.7.7.1. Where specified in the Order that Wavenet is providing "Communications Administrator MACs", the Customer may, at any time during the Term of this Agreement, request a MAC in respect of Teams Voice by raising a Service Request.

3.7.7.2. The Customer will raise with the Service Desk, a Service Request for a MAC by telephone and/or web portal as directed by Wavenet from time to time. Service Requests are logged and managed by Wavenet in accordance with Wavenet's standard processes.

3.7.7.3. In providing the MAC services Wavenet will:

- (a) fulfil Service Requests within the relevant Support Hours;
- (b) fulfil Service Requests in accordance with the Service Request Response Times;
- (c) notify the Customer if, in its reasonable opinion, the fulfilment of a Service Request will, or is likely to exceed thirty (30) minutes;
- (d) spend no more than thirty (30) minutes attempting to resolve or fulfil a Service Request. If a Service Request is not fulfilled within 30 minutes of Wavenet

attempting to resolve or fulfil the request, the Service Request will be deemed completed and fulfilled; and

- (e) notify the Customer where a Service Request has exceeded the MAC Threshold or will exceed the MAC Threshold.

3.7.7.4. configuration changes referred to in paragraph 3.7.7.1 will be fulfilled using the native capability of the Microsoft Teams platform and as such are subject to the customer's available license and subject change without notice.

3.8. **Customer Obligations**

3.8.1. The Customer shall

3.8.1.1. at all times operate and maintain the Microsoft 365 Platform and Managed Endpoint Devices in a prudent manner and at all times in accordance with the Vendor's recommendations;

3.8.1.2. ensure timely participation and engagement with the Change Management process;

3.8.1.3. where Wavenet is providing Microsoft Update Management and/or Application Update Management:

- (a) approve the requests submitted by Wavenet in accordance with the Change Management process and not unreasonably withhold or delay such approval; and
- (b) inform Wavenet in a timely manner upon the discovery of an issue relating to the Update Testing Group associated with an Update.

3.8.1.4. ensure it has paid for all necessary licenses and support for the Microsoft 365 Platform and promptly make available such support to Wavenet;

3.8.1.5. ensure it has paid for all necessary licenses and support for any applications included in Application Update Management and promptly make available such support to Wavenet;

3.8.1.6. accept an invitation from Wavenet to become linked via a Microsoft Reseller Relationship for the Microsoft 365 Platform and authorise elevated rights access to Wavenet;

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- 3.8.1.7. be responsible for ensuring compliance with the terms of any software licence agreement for the Microsoft 365 Platform or any applications included in Application Update Management;
- 3.8.1.8. be responsible for maintaining the confidentiality of physical access details to the Managed Endpoint Devices; be liable for all loss and damages arising from unauthorised physical access to or use of the Managed Endpoint Devices; and be responsible for designing and implementing its own security policy within the Customer's operations for preventing such occurrences;
- 3.8.1.9. be responsible for maintaining any dependencies required for the Microsoft 365 Platform including but not limited to active directory, single sign-on and access management policies;
- 3.8.1.10. provide to Wavenet relevant details of all previously completed triage and diagnostics testing (and results thereof) when raising a request for support in order for Wavenet to review such request;
- 3.8.1.11. where the Microsoft 365 Management Services are to be provided on an existing Microsoft 365 tenancy, provide access to and hand over the tenancy to Wavenet in a timely fashion and in good working order as reasonably determined by Wavenet;
- 3.8.1.12. remain responsible for the security and firewalls of the Customer's communications links, equipment, software, services and processes unless agreed otherwise in this Agreement as being expressly provided by Wavenet and/or otherwise agreed in writing with Wavenet; and
- 3.8.1.13. take adequate copies of locally-stored data and operating and application software, unless otherwise expressly stated in this Agreement as being part of the Microsoft 365 Management Services provided by Wavenet, such that they may be restored to the Managed Endpoint Devices in the event of loss or corruption.
- 3.8.1.14. provide information as requested by Wavenet in relation to the Teams Voice Call Quality Data Maintenance Review and in a relevant format suitable for the updating of the CQD, unless otherwise agreed that the CQD is not to be used;
- 3.9. Exclusions**
- 3.9.1. The following shall be excluded from the Microsoft 365 Management Services:
- 3.9.1.1. the cost of any software licenses or hardware. Wavenet will only deliver particular Microsoft 365 Management Services where the relevant Microsoft 365 license has been purchased by the Customer;
- 3.9.1.2. monitoring and alerting on any security incident, unless provided as part of Security Incident Management;
- 3.9.1.3. requests for product training or technical consulting;
- 3.9.1.4. changes which are deemed by Wavenet as project work;
- 3.9.1.5. support for any operating system build version which is not a Microsoft supported version;
- 3.9.1.6. direct interaction with End Users, unless initiated by Wavenet;
- 3.9.1.7. setup or migration of tenancy; and/or
- 3.9.1.8. actions related to particular End Users or devices, including but not limited to:
- (a) investigating and removing viruses or other security breaches;
 - (b) fulfilling End User services requests such as remote wipe and remote lock; and
 - (c) resolution of Incidents which only affect a single End User or small group of End Users.
- 3.10. General**
- 3.10.1. The Microsoft 365 Management Services will be provided from Wavenet's sites.
- 3.10.2. All reporting is based on Wavenet's templated standards and any reports required outside of that standard will incur additional charges which the Customer shall pay in accordance with the terms of the Agreement.
- 3.10.3. Any technical or security advice given in the delivery of the Microsoft 365 Management Services is provided based on the information available at the time and the interpretation of a suitably skilled engineer and as such cannot be guaranteed.
- 3.10.4. Wavenet is not responsible for any data lost or corrupted or rendered inaccessible from the Managed Endpoint Devices or

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otherwise as a result of security incident, virus outbreak or infection, or caused by the misuse of any system or application used on or connected to the Managed Endpoint Devices by End Users or any breach by End Users of any security policy.

- 3.10.5. Wavenet reserves the right to make reasonable adjustments to the Microsoft 365 Management Services if Microsoft changes or removes any functionality which Wavenet relies on to deliver the Microsoft 365 Management Services.
- 3.10.6. Wavenet will have no liability (whether in Agreement, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise) for any failure to provide the Microsoft 365 Management Services (including failing to meet any Service Level), or to pay any service credit (if applicable), to the extent caused by any interruption or failure of the Microsoft 365 Management Services arising directly or indirectly as a result of any of the following circumstances:
- (a) any act or omission of the Customer, its agents, representatives or users or End Users;
 - (b) any act or omission of Microsoft or any other relevant third party;
 - (c) any delay or failure by the Customer to provide or otherwise comply with the Customer Obligations;
 - (d) the Customer's failure or delay in complying with Wavenet's reasonable instructions;
 - (e) any software other than the Microsoft 365 Platform;
 - (f) incorrect or unauthorised use of the Microsoft 365 Platform and/or Managed Endpoint Devices;
 - (g) any unsupported programs used in conjunction with the Microsoft 365 Platform and/or Managed Endpoint Devices; and/or
 - (h) End Users not powering on and/or not connecting the Managed Endpoint Devices to a suitable network in order to receive any software updates (including Updates and Virus Definitions) in order to maintain compliance with relevant policies;

and Wavenet reserves the right to levy additional charges to the Customer on a time and materials basis in respect of any

additional Services provided by Wavenet that have been necessitated by such circumstances.

3.11. Charges

- 3.11.1. The Charges for the Microsoft 365 Management Services are as identified in the Order.
- 3.11.2. Unless otherwise provided in the Order, Wavenet will invoice the Charges for the Microsoft 365 Management Services monthly in advance, with the first invoice issued by Wavenet on or around the Start Date.
- 3.11.3. The MAC Threshold and the agreed Charges for the Teams Voice Communications Administrator MAC Services are as identified in the Order.
- 3.11.3.1. Where:
- (a) no MAC Threshold is specified in the Order; and/or
 - (b) the Customer has exceeded the MAC Threshold,
- the fulfilment of such MACs by Wavenet shall be at Wavenet's sole discretion and shall be subject to additional Charges for fulfilling the MAC on a time and materials basis in accordance with the rates set out in the Order, or where no rate is set out in the Order, in accordance with Wavenet's then standard rates for MAC.

3.12. Service Levels

- 3.12.1. Wavenet will provide Incident Management, Problem Management and Change Management in accordance with the applicable Service Levels set out in Service Specific Conditions for Supporting Services.

3.13. Reasonable and Fair use

- 3.13.1. All Microsoft 365 Management Services are provided on a 'reasonable use' basis, as determined by Wavenet.
- 3.13.2. If, using its reasonable judgement, Wavenet considers that the use of the Microsoft 365 Management Services by the Customer has consistently or notably exceeded typical usage by other customers or that an individual Request made by the Customer is not reasonable in nature, Wavenet may take reasonable steps to address the usage pattern or Request. Such steps may include:

- 3.13.2.1. remedial work to address the root cause of the issues that are causing

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overuse of the Microsoft 365 Management Services, such work being chargeable by Wavenet on a time and materials basis;

3.13.2.2. revising recurring charges or imposing additional time and materials charges in consideration of the overuse/request;

3.13.2.3. limiting the Customer's use of the Microsoft 365 Management Services in line with typical customer use; and/or

3.13.2.4. implementation of or change to a Fair Use Policy relating to the Microsoft 365 Management Services or to a particular element of the Microsoft 365 Management Services.

3.13.3. Use of the Microsoft 365 Management Services will be measured using a three (3) month rolling average.

3.13.4. The Charges for the Service Options "Essentials" and "Enterprise" will be compared against the quantity of hours purchased.

3.13.5. The Charges for the Service Option "Enterprise Plus" will be compared against the cost of the effort expended on delivering the Service as follows:

3.13.5.1. the calculation will be completed on a three month rolling basis;

3.13.5.2. the Customer will be judged to have exceeded the Fair Use Policy if their usage of the service exceeds 120% of the Charges; and

3.13.5.3. a resource cost of £30 per hour will be used to determine the usage, which Wavenet reserves the right to amend at its reasonable discretion.

4. UC MANAGEMENT SERVICES

4.1. Start Date and Initial Term

4.1.1. The Start Date of the UC Management Services is the date specified as such in the Order or if no date is specified, the Effective Date.

4.1.2. The Initial Term for the UC Management Services shall be as set out in the Order, or if no Initial Term is specified, 12 (twelve) months from and including the Start Date.

4.2. UC Management Services

4.2.1. UC Management Services will be made up of the elements described in this paragraph 4.2.

4.2.2. Infrastructure Monitoring and Event Management

4.2.2.1. Wavenet will, in relation to the Managed Equipment, and during the Support Hours, provide Infrastructure Monitoring and Event Management which will be limited to:

(a) monitoring the Managed Equipment and providing Event Management for any Events raised by this monitoring ("Monitoring Activity");

(b) notification to the Customer of any pre-agreed Events raised by the Monitoring Activity;

(c) basic diagnosis with the aim of identifying the reason for any alert raised during a Monitoring Activity and, where appropriate, Wavenet will take reasonable steps to mitigate performance degradation or outage of the Managed Equipment.

4.2.3. Configuration Backup Audit

4.2.3.1. Wavenet will, during the Support Hours and in line with the frequency stated in the Order, provide Configuration Backup Audit in respect of the Supported Software which will be limited to:

(a) remotely checking (in accordance with the frequency stated in the Order), that the backup status of the Supported Software is saving to the correct location; and

(b) remotely checking that the backup file date of the Supported Software is correct and within the scheduled timeframe for the environment.

4.2.3.2. If a Configuration Backup Audit identifies any error, Wavenet will raise an Incident and use its reasonable endeavours to resolve the issue.

4.2.4. Low Level Design Documentation Refresh

4.2.4.1. Wavenet will, in line with the frequency stated in the Order, provide Low Level Design Documentation Refresh, which will be limited to:

(a) an audit comparing the current configuration of the Supported Software and/or the Mitel Applications (as applicable) with the Low Level Design Document held by Wavenet; and

(b) to the extent that the audit referred to at paragraph 4.2.4.1(a)

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identifies differences between the existing configuration of the Supported Software and the Low Level Design Document, Wavenet will update the Low Level Design Document to align it with the current configurations of the Supported Software identified during the audit. The Customer shall provide all co-operation and assistance as may be reasonably requested by Wavenet.

4.2.5. Mitel Core Configuration Service Requests

4.2.5.1. Subject to the Customer complying with the Fair Usage Policy, Wavenet will, during the Support Hours, provide Mitel Core Configuration Service Requests which will be limited to working with the Customer for a duration of no more than 3 (three) hours following receipt of a request, to respond to Service Requests relating to general configuration requests of the Managed Equipment and/or Mitel Applications (as applicable).

4.2.6. Security Patching

4.2.6.1. Wavenet will, during the Support Hours, provide Security Patching which will be limited to:

- (a) monitoring of any Mitel security notifications issued by the Vendor of the Managed Equipment and/or Supported Software;
- (b) investigation of any such notifications received from Mitel, and making suitable recommendations to the Customer in relation to the Managed Equipment and/or the Supported Software;
- (c) remote installation of Security Patches released by the Vendor; and
- (d) testing, where such environment is available, of an approved Patch within the Customer's test environment in accordance with a Patch schedule agreed by the Customer and Wavenet in writing. The parties agree that any testing of an approved Patch will not take place until such time the Patch has been approved in accordance with the Change Management process.

4.2.6.2. In the event that a testing environment is not available to Wavenet for the purpose of testing a Security Patch prior to its release, Wavenet will use its reasonable endeavours to have in place a Back-Out Plan. Wavenet will not be liable for any loss suffered by the Customer as a result of, or in connection with any interruption, or any other unintended consequences, loss or damage caused to the Customer as a result of an installation of a Security Patch.

4.2.6.3. Wavenet will provide the Security Patching using Patch management software determined by Wavenet. Wavenet reserves the right to change, at its cost, its Patch management software from time to time at its sole discretion.

4.2.6.4. Wavenet shall not be liable to the Customer for any loss suffered by the Customer as a result of, or in connection with the release of a Patch that causes any interruption or disruption to the Supported Software, or that causes any loss of data to the Customer.

4.2.7. Mitel Application Monitoring and Event Management

4.2.7.1. This paragraph 4.2.7.1 shall apply where it has been specified in the Order that Wavenet is providing Mitel Application Monitoring and Event Management.

4.2.7.2. Wavenet will, during the Support Hours, provide the Mitel Application Monitoring and Event Management which will be limited to:

- (a) the monitoring of the Mitel Application using the Mitel Performance Analytics toolset ("Mitel Monitoring Activity");
- (b) Event Management in relation to Events which have been identified and raised by the Mitel Performance Analytics toolset;
- (c) notification to the Customer of any pre-agreed Events raised by the Mitel Monitoring Activity; and
- (d) basic diagnosis with the aim of identifying the reason for any alert raised during the Mitel Monitoring Activity, and where appropriate,

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Wavenet will take reasonable steps to mitigate performance degradation or outage of the Mitel Application.

4.3. **Customer Obligations**

4.3.1. The Customer shall:

- (a) implement security measures to prevent unauthorised access to the UC Management Services and the Customer's (and any of its sub-contractors') equipment, network elements and premises, including maintaining (and procuring that its users maintain) the integrity and secrecy of all passwords, log-in details and access codes used for accessing or using the UC Management Services or any of its equipment, network elements and premises;
- (b) not configure, maintain or modify (or permit any third party to configure, maintain or modify) any Managed Equipment without the prior written consent of Wavenet, except in the case that configuration is required to the Managed Equipment for the purpose of configuration relating to end users, in which case prior written consent will not be required;
- (c) maintain and comply with subscriptions to Vendor-specific software assurance programs for the duration of the UC Management Services in respect of the Managed Equipment and/or the Supported Software, unless the Vendor-specific software is provided by Wavenet and identified as such in the Order; and
- (d) without undue delay, grant all reasonable consents and/or any authorisation access permissions, as reasonably required by Wavenet to any applicable monitoring or management toolsets used by Wavenet for the purpose of performing UC Management Services and for the purpose of upgrading such toolsets.

4.3.2. The parties acknowledge and agree that should any of the below circumstances or events occur either directly or indirectly that affects Wavenet's ability to achieve the Service Levels or perform the UC Management Services, Wavenet will not be liable for any breach of the relevant Service Level or for any failure or any delay to

perform the UC Management Services to the extent that such delay or failure is caused by, or exacerbated by:

- (a) any failure by the Customer to provide secure connectivity from Wavenet's management systems to the Managed Equipment which is required to enable remote configuration or management of the Managed Equipment by Wavenet, unless such connectivity is provided by Wavenet and identified accordingly in the Order; and/or
- (b) any failure, or delay by the Customer to meet and satisfy its obligations set out in paragraph 4.2 or this paragraph 4.3 .

4.4. **Exclusions**

4.4.1. The following are excluded from the UC Management Services and the Customer shall be solely responsible for:

- 4.4.1.1. the cost of any UC licences or other software license renewals or security certificate renewals;
- 4.4.1.2. the provision or installation of hardware, licensing and/or security certificates that are required to meet the pre-requisites for any upgrades released by the Vendor; and/or
- 4.4.1.3. upgrades to the Major Version of the UC Applications or other software running on the Managed Equipment.

4.5. **Charges**

4.5.1. The Charges for the UC Management Services are as identified in the Order.

4.5.2. The Charges will be invoiced annually in advance or as otherwise stated in the Order, with the first invoice issued by Wavenet on or around the Start Date and annually thereafter.

4.6. **Service Levels**

4.6.1. Wavenet will provide the management of Incidents in accordance with Service Specific Conditions for Supporting Services.

4.6.2. Wavenet will perform Request Fulfilment in accordance with Service Specific Conditions for Supporting Services.

4.7. **Fair Usage Policy**

4.7.1. All UC Management Services are provided on a 'reasonable use' basis as determined by Wavenet and are measured over a three (3) month rolling average.

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4.7.2. If, using its reasonable judgement, Wavenet considers that the use of the UC Management Services by the Customer has consistently or notably exceeded typical usage by other customers, or that an individual request made by the Customer is not reasonable in nature, Wavenet may take reasonable steps to address the usage pattern or request. Such steps may include:

- 4.7.2.1. remedial work to address the root cause of the issues that are causing overuse of the UC Management Services, such work being chargeable by Wavenet on a time and materials basis;
- 4.7.2.2. revising recurring charges or imposing additional time and materials charges in consideration of the overuse/request; and/or
- 4.7.2.3. limiting the Customer's use of the UC Management Services in line with typical customer use.

5. UC REMOTE TECHNICAL SUPPORT & ADVICE SERVICES

5.1. Start Date and Initial Term

- 5.1.1. The Start Date of the UC Remote Technical Advice Services is the date specified as such in the Order or if no date is specified, the Effective Date.
- 5.1.2. The Initial Term for the UC Remote Technical Support & Advice Services shall be as set out in the Order, or if no Initial Term is specified, 12 (twelve) months from and including the Start Date.

5.2. Remote Technical Support & Advice

- 5.2.1. Wavenet will provide reactive technical advice to the Customer Representative to support the Customer in relation to Incidents raised with the Service Desk in respect of the Remote Technical Support & Advice Supported Products.
- 5.2.2. The Customer Representative will raise a question or Incident relating to the Remote Technical Support & Advice Supported Products with the Service Desk by telephone and/or web portal, as directed by Wavenet from time to time. The Customer Representative must log all Critical Incidents with the Service Desk via telephone.
- 5.2.3. After the Customer Representative has raised a request for Remote Technical Support &

Advice in accordance with paragraph 5.2.2, Wavenet will:

- 5.2.3.1. create a record of the Incident and provide a reference number to the Customer;
- 5.2.3.2. categorise the Incident in accordance with the Incident Priority Levels;
- 5.2.3.3. attempt to diagnose the Incident initially by telephone and will ensure that a suitably qualified engineer responds to the Incident;
- 5.2.3.4. arrange for an appropriately skilled support engineer to call the Customer back within the Incident Response Times; and
- 5.2.3.5. provide assistance via telephone or, where made available by the Customer to Wavenet, remotely via remote access facilities to the Customer's infrastructure.

5.2.4. Where specified in the Order that Remote Technical Support & Advice is available "Out of Hours", Wavenet will make the Remote Technical Advice service available at any time, otherwise Wavenet shall make the Remote Technical Advice service available during Normal Working Hours only.

5.3. Technical Audit and Knowledge Share

- 5.3.1. Where Technical Audit and Knowledge Share is stated on the Order, Wavenet will:
 - (a) complete a remote technical audit of the Supported Products and the Customer's underlying infrastructure; and
 - (b) suggest improvements to the Supported Products and/or the Customer's wider infrastructure and estate.

5.4. Customer Obligations

- 5.4.1. The Customer shall:
 - 5.4.1.1. procure all relevant Vendor support agreements directly from the Vendor;
 - 5.4.1.2. nominate Customer Representatives who may raise requests for UC Remote Technical Support & Advice Services;
 - 5.4.1.3. at the time of raising a request for UC Remote Technical Support & Advice Services, provide to Wavenet details of all previously completed triage and diagnostics testing (and results thereof) that relate to the subject matter of the Incident or Service Request; and

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5.4.1.4.if the Customer requires Wavenet to directly access the Customer's environment and/or the Operating System, provide to Wavenet all necessary connectivity and remote access.

5.4.2.The Customer shall provide all necessary remote access and any log-in credentials required by Wavenet in order for Wavenet to perform the UC Remote Technical Support & Advice Services.

5.4.3.The Customer shall provide any configuration documentation reasonably requested by Wavenet in order to support Wavenet's ability to translate and recognise the Customer infrastructure and environment within which the UC Remote Technical Advice Services are to be delivered.

5.5. **Exclusions**

5.5.1.The following are excluded from the UC Remote Technical Support & Advice Services:

5.5.1.1.requests that involve the provision of training to the Customer (which for the avoidance of doubt includes its employees, agents, consultants or subcontractors);

5.5.1.2.the cost of any software licence renewals or security certificate renewals;

5.5.1.3.technical planning or consultancy services and/or installation support;

5.5.1.4.the provision or installation of hardware, licensing and/or security certificates that are required to meet the pre-requisites for any patches or upgrades to the Remote Technical Support & Advice Supported Products released by the Vendor;

5.5.1.5.any Vendor or other third party costs required to be incurred in order to resolve an Incident and/or to reduce the likelihood of further Incidents;

5.5.1.6.any requirement for Company Personnel to visit Customer Premises;

5.5.1.7.Remote Technical Support & Advice Supported Products, where the Customer's current version of that Remote Technical Support & Advice Supported Product is no longer supported by the Vendor;

5.5.1.8.Incidents relating to the underlying infrastructure that the Remote Technical Support & Advice Supported

Products reside on, including the physical hardware; and

5.5.1.9.liasing with any Vendor where such Vendor does not recognise Wavenet as an authorised party to liaise with on behalf of the Customer.

5.6. **Charges**

5.6.1.The Charges for the UC Remote Technical Support & Advice Services are as identified in the Order.

5.6.2.The Charges will be invoiced annually in advance or as otherwise stated in the Order, with the first invoice issued by Wavenet on or around the Start Date and annually thereafter.

5.7. **Service Levels**

5.7.1.Wavenet will provide the management of Incidents in accordance with Service Specific Conditions for Supporting Services.

5.7.2.Wavenet will perform the Request Fulfilment in accordance with Service Specific Conditions for Supporting Services.

5.8. **Fair Usage Policy**

5.8.1.All UC Remote Technical Advice Services provided under these Service Specific Conditions are provided on a 'reasonable use' basis, as determined by Wavenet in accordance with this paragraph 5.8.

5.8.2.If, using its reasonable judgement, Wavenet considers that use of the UC Remote Technical Support & Advice Services by the Customer has consistently or notably exceeded the Remote Technical Advice Hours, or that individual requests made by the Customer are not reasonable in nature, the Customer agrees that Wavenet may take reasonable steps to address the usage pattern or request. Such reasonable steps may include but may not be limited to:

5.8.2.1.a request by Wavenet for both parties to convene within 14 (fourteen) days to review the Incidents causing the requests for UC Remote Technical Support & Advice Services and to agree a plan to reduce the number of Incidents being raised;

5.8.2.2.Wavenet carrying out remedial work to address the root cause of the Incidents or other issues that are causing overuse of the UC Remote Technical Support & Advice Services, such work

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- being chargeable by Wavenet on a time and materials basis; and/or
- 5.8.2.3. Wavenet revising the Remote Technical Support & Advice Hours along with the associated recurring Charges or imposing additional time and materials Charges in consideration of the overuse and/or additional Remote Technical Support & Advice Services requested.