

SERVICE SPECIFIC CONDITIONS FOR MOBILE SERVICES

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

DEFINITIONS:

All definitions from the MSA shall apply to these Service Specific Conditions for Mobile Services together with the following definitions which shall have the meanings set out below:

"Age Restricted Services" means any of the Mobile Services which are specified for use only by Authorised Users of 18 years or more

"API" means application programming interface, which is a set of functions and procedures allowing the creation of applications that access the features or data of an operating system, application, or other service;

"APNS Certificates" means Apple push notification service certificates, which are required for push notification functionality used by some mobile apps;

"Average Monthly Call Charges" means (i) the average of the six highest month's call charges incurred by the Customer under the Agreement; or (ii) (if the Customer has incurred less than six month's call charges), the highest month's call charges incurred by the Customer under the Contract

"Codes" means all applicable legislation, regulations, directions, rules, codes of practice and guidelines applicable to Messages in the countries in which the Customer operates and/or in which recipients of Messages sent using the Message Services are located (including, without limitation, the Committee of Advertising Practice Code (CAP Code), spamhaus best practice guides, DMA best practice guides, applicable guidelines published by the CTIA, the Mobile Marketing Association (as is relevant) as may be revised or adopted in relation to marketing best practice;

"Bandwidth" means an amount of data traffic measured in bits per second across the inter-connect;

"Connected" means the successful completion of a Connection

"Connection" means the process of giving the Customer and relevant Users access to Mobile Services

"Content" means Data, including Personal Data, information, communications, images and/or sounds, software and any other material contained within any message sent or received through the Mobile Services whether contained within an SMS, MMS or otherwise

"Credit" means any account credit, contract buy-out, hardware account, free of charge Equipment, Services and/or any subsidy, variation or reduction to the Charges, in each case which is applied to or provided with the Equipment and/or Services

"Customer Apparatus" means any apparatus situated at the Customer Premises, not being Wavenet Equipment, and used by the Customer in conjunction with Wavenet Equipment in connection with the Multi Network IOT Services;

"Devices" means the devices supplied by Wavenet in relation to which the Mobile+ Services are provided.

"Disconnection" means the process of disconnecting the Customer's access to the Mobile Services

"Downward Migration" means the transfer (at the request of the Customer) of any of the Mobile Services from one tariff to another provided by the Mobile Network Operator, which results in the Customer being charged a lower monthly line rental

"Dynamic IP Address" means an IP Address assigned to a SIM where the IP address can change from time to time and is managed by a third party service provider;

"EMM Platform" means the enterprise mobility management platform identified on the Order (such as Microsoft InTune or IBM MaaS360) that is provided by a third party Vendor as software as a service (SaaS) and is used as the environment for the MDM Services;

"Estate" means all of the MDM Supported Devices that are enrolled onto the EMM Platform and that therefore collectively form the Customer's mobile estate in respect of the MDM Services;

"Gateway" means equipment which has been designed or adapted to contain a SIM with the capability of routing calls from fixed communications apparatus to mobile equipment by establishing a mobile to mobile call or SMS delivery;

"Handset" means any mobile phone, device, dongle or data card which is approved by Wavenet for Connection to the Network

"IP Address" means an internet protocol address which may change from time to time;

"IOT" means the internet of things;

"Material" means written documentation and content, verbal, electronic and other information, databases, computer software, Software, designs, drawings, pictures or other images (whether still or moving), sounds or any other record of any information in any form belonging to Wavenet but for the avoidance of doubt does not include material belonging to the Customer;

"MDM Services" means the mobile device management Services provided by Wavenet in respect of the EMM Platform and MDM Supported Devices in accordance with these Specific Conditions;

"MDM Supported Devices" means the devices and equipment identified as MDM Supported Devices in the Order together with such other devices and equipment that may be enrolled onto the EMM Platform from time to time in accordance with these Specific Conditions;

"Message" means communications and content sent using the Message Services by the Customer to recipients, including, but not limited to, emails and SMS;

"Messaging Services" means any services comprising the provision of email, fax, voicemail, text message, multimedia message, personal information management and/or other message or communication facilities which let the Customer, and any Authorised Users communicate with others or;

means the data processing services and Online Portal for use by the Customer according to the terms of the Contract whereby: (a) Wavenet provides the Online Portal to manipulate the personal data collected; (b) Wavenet provides the facilities for the Customer to send Messages to data subjects who have expressly consented to the Customer sending them such Messages; and (c) Wavenet provides facilities for the Customer to export personal data together with such other services agreed between Wavenet and the Customer from time to time or ancillary to the Message Services; and

"Microsoft" means Microsoft Corporation and its affiliates;

"Microsoft OS" means the Microsoft Windows operating system, which is the operating system software that manages the Customer's computer hardware and software resources and provides common services for software and computer programs to run on the hardware;

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"Mobile Bill Cap" means the cap on certain Charges for Mobile Network Services per Connection (as further detailed at <https://daisyuk.tech/mobilebillimits/> or such other website address as notified to the Customer from time to time), which are over and above the Customer's Tariff, and which has been applied to the Customer's account in accordance with paragraph 1.6;

"Mobile Network" means the electronic communications system by which the Mobile Network Operator makes the Mobile Services available to the Customer and/or Authorised User in the United Kingdom

"Mobile Network Operator" means the mobile network operator providing network services to the Mobile Network Provider

"Mobile Network Provider" means the entity that owns the Mobile Network

"Mobile Network Services" means the provision of a Connection with airtime, short message service (SMS), multi-media message (MMS) and/or data, by means of the Systems in accordance with these Specific Conditions and includes Data Only Connections;

"Mobile Services" means the mobile services to be provided by Wavenet to the Customer in accordance with the Order which may include the provision of a SIM, call and data services, Messaging Services, Storage Services, Age Restricted Services, Premium Services and any additional services

"Mobile+ Services" means the provision of configuration services to the Devices and the subsequent delivery of those Devices to the Customer; and

"Online Portal" means an online portal provided by a Vendor.

"Overseas Data Cap" means the cap on overseas data usage of £45 per month per Connection that will be automatically applied to the Customer's account;

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

"Platform Management" means the Services provided by Wavenet in respect of the EMM Platform

"Premium Service" means any of the Mobile Services which are charged at premium rates, such as international calling and international roaming

"Private Static IP Address" means an IP Address assigned to a SIM where the IP Address is fixed in a private network and can only be reached by other devices within that network. The IP Address typically stays the same until the device is decommissioned or the network architecture changes;

"Public Static IP Address" means an IP Address assigned to a SIM where the IP Address is fixed in a public network and can be reached by any device in the world. The IP Address typically stays the same until the device is decommissioned or the network architecture changes;

"Re-connection" means the process of reconnecting the Customer and relevant Authorised Users' access to the Mobile Services following a Disconnection

"SIM" means a card or other device which shall, for the avoidance of doubt, include a USIM (Universal Subscriber Identity Module) which contains the User's personal telephone number, and which is programmed to allow the Authorised User to access the Mobile Network

Storage Services: means the storage of Content

1. PROVISION OF THE SERVICES

- 1.1. Once the Customer is Connected, Wavenet will provide the Customer and its Authorised Users with access to the Mobile Services and provide each Authorised User with a SIM and a phone number. Wavenet may also agree to provide the Customer with additional SIMs and phone numbers upon the Customer's request, subject to the Customer paying any additional Charges due for the cost of such requested additional SIMs and phone numbers
- 1.2. The Mobile Services may include Premium Services and Age Restricted Services, which are provided by Wavenet on the basis that it is the Customer's responsibility to ensure that any Authorised Users of the Age Restricted Services are 18 years or over and that that each of its Authorised Users does not show or send any Content from the Age Restricted Services to anyone under 18 years
- 1.3. Unless otherwise stated in the Order or otherwise agreed in writing between the parties, all Connections of the Customer shall be automatically opted into the Overseas Data Cap. The Customer may opt out of such Overseas Data Cap on a per Connection basis as agreed with Wavenet. Any data usage over and above this Overseas Data Cap shall be automatically Barred, unless otherwise requested by the Customer to remove such Bar.
- 1.4. Wavenet bears no liability to the Customer whatsoever in connection with any services provided by an overseas network, third party provider or premium rate provider.
- 1.5. For the avoidance of doubt, any unavailability of the Mobile Network Services or the transfer of the Customer to another Carrier shall not affect the Customer's obligations under the relevant Contract with regards to the Equipment or the Equipment Charge.
- 1.6. The Customer can elect to opt into the Mobile Bill Cap and set the value of such Mobile Bill Cap via the Order. If this option has not been chosen by the Customer or no Mobile Bill Cap has been stated, a Mobile Bill Cap will not be applied to the Customer's account unless otherwise agreed with Wavenet. Where the Customer has opted into the Mobile Bill Cap, any usage of certain Mobile Network Services over and above the specified Mobile Bill Cap will be automatically barred.

2. AVAILABILITY OF SERVICES

- 2.1. The Customer acknowledges and accepts on behalf of itself and each of its Authorised Users that: (a) the Mobile Services may not be available in whole or part in all parts of the United Kingdom and/or in all or any other countries; (b) only the Handsets will be able to be used by Authorised Users to receive and benefit from the Mobile Services
- 2.2. Without prejudice to any other provisions within this Agreement, the Customer acknowledges and accepts on behalf of itself and its Authorised Users that the Mobile Services may not be continuously available in whole or part and/or the quality of all or any of the Mobile Services may vary including:
 - 2.2.1 when Wavenet, the Mobile Network Provider, or the Mobile Network Operator need to perform planned or unplanned upgrading, maintenance or other work in relation to the Mobile Network or Services

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2.2.2 when the Authorised User is in an area not covered by the Mobile Network. In these cases, Mobile Services rely on other operator networks where Wavenet have no control; and

2.2.3 because of other factors outside Wavenet's control, including but not limited to, the features or functionality of a particular Handset, regulatory requirements, lack of capacity of the Mobile Network, interruptions to Mobile Services resulting in whole or part to the acts and/or omissions of Suppliers, faults in other communication networks, and/or interference caused by hills, tunnels or other physical obstructions

2.3. Without prejudice to any other provisions within this Agreement, in providing the Mobile Services, Wavenet may:

2.3.1 change or withdraw some or all of the Mobile Services from time to time, including but not limited to as a result of changing technologies, obsolescence and/or new or different product features. The Customer may terminate this Agreement in relation to that part of the Mobile Services which are affected, pursuant to clause 12 of these Service Specific Conditions for Mobile Services if the variation is detrimental to the Customer or a relevant Authorised User; and

2.3.2 determine or change how Mobile Services are presented and delivered to a Handset or are otherwise made available to the Customer at any time

2.4. Wavenet applies limits to the Customer's use of certain Mobile Services, such as Messaging Services or Storage Services, such limits may include Wavenet limiting the size of messages and/or storage space

3. CUSTOMER OBLIGATIONS

3.1. The Customer shall use and shall ensure that each of its Authorised Users use the Services in compliance with:

- (a) the Acceptable Use Policy
- (b) all Applicable Law, regulations and common law obligations which apply in the country in which the Mobile Services are being used

3.2. In using the Mobile Services, the Customer shall and shall ensure that each Authorised User shall:

- (a) keep all PINs and passwords secure and confidential and immediately change any PIN or password if the Customer or an Authorised User becomes aware of any unauthorised access to the Mobile Services without the Customer's or Authorised User's permission; and
- (b) ensure the security of the Handset and refer to the Handset manufacturer's user guide for details of how to keep the Handset secure. The Customer shall not use the Mobile Services, the SIM or phone number or permit anyone else to use the Services, the SIM or phone number for illegal or improper use. For example, to download, send or upload Content which is in excess of the size, quantity and/or frequency, specified in the Acceptable Use Policy referred to in clause 5, Wavenet may contact the Customer to address overuse if the Customer's use is excessive

3.3. The Customer shall report lost or, stolen SIMs, or improper or illegal use of SIMs to Wavenet immediately and the Customer will be liable for all Charges until the point at which Wavenet cancels the affected SIMs following the Customer's notification

3.4. The Customer acknowledges that the Customer's and/or any Authorised User's usage of certain Mobile Services (e.g., roaming calls, data roaming and voice services on mobile broadband) may be expensive. Any Charges relating to use which is not covered by this Agreement will be calculated and invoiced to the Customer. Save as set out in clause 2.4, Wavenet cannot set usage limits for the Mobile Services or Charges

3.5. The Customer may not request a Downward Migration at any time on or after providing notice to terminate the Mobile Services in whole or in part

4. LICENCE TO USE CONTENT

The Customer grants Wavenet, the Mobile Network Provider, the Mobile Network Operator and any other relevant Suppliers, a royalty free, perpetual and worldwide licence to store, transmit, receive and/or otherwise deal with any Content for the purpose of providing the Mobile Services and/or otherwise required by any Applicable Law, rule or regulation

5. ACCEPTABLE USE POLICY

5.1 The Customer's use of the Mobile Services is subject to Wavenet's Acceptable Use Policy. Whilst Wavenet has no obligation to monitor the Customer's use of the Messaging Services or Storage Services, if the Customer exceeds the use limits set out in the Acceptable Use Policy, or if Wavenet is made aware of any issues regarding the Customer's use of the Mobile Services (for example, if Wavenet discovers that the Customer is using the Mobile Services in a prohibited way) then Wavenet may, at its discretion, remove or refuse to send or store Content on the Customer's behalf without further notice and invoice the Customer for any Supplier Charges incurred by Wavenet as a result of the Customer's breach of the Acceptable Use Policy

5.2 If customer is using an unlimited tariff, note there is a limit of 25gb per calendar month when roaming, once 25gb has been used standard roaming charges apply.

6. SUSPENSION OF SERVICES

6.1. Wavenet may suspend the Mobile Services in full or in part, and for any duration if:

6.1.1 the Customer is in breach of the Acceptable Use Policy or the Customer's use of the Services is otherwise excessive and/or is causing problems for Wavenet, the Mobile Network Provider, Mobile Network Operator, or other users

6.1.2 Wavenet reasonably believes a User's Handset or SIM has been lost, stolen or otherwise used in a manner not authorised by the Customer or relevant Authorised User

6.1.3 Wavenet receives a serious complaint about the Customer's or its Authorised User's use of the Mobile Services

6.1.4 the Customer's or any Authorised User's SIM has been inactive for a period of 3 months (excluding known low-use back-up or

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machine-to-machine services used for monitoring purposes)

- 6.2. Wavenet may suspend and/or terminate any Messaging Services relating to one or more SIMs if it or they are inactive for an extended period of time. Wavenet will provide notification to the Customer prior to suspension/termination. If Wavenet does suspend or terminate the Messaging Services in relation to one or more SIMs, Wavenet will have no obligation to maintain any of the Content relating to those Messaging Services, or to forward any unopened or unsent messages to the Customer or relevant Authorised User
- 6.3. If Wavenet suspends any or all of the Mobile Services, the Customer or relevant Authorised User will still be able to make emergency calls unless the Mobile Services have been suspended at the request of the emergency services
- 6.4. If the Mobile Services are suspended, Wavenet may Re-connect the Customer at the Customer's request and Wavenet reserves the right to charge the Customer a Reconnection Fee

7. CHARGES

- 7.1. Charges for the Mobile Services shall, at the Start Date, be as set out in the Order and payable in accordance with this Agreement
- 7.2. Charges relating to the provision of the Connection shall be invoiced to the Customer in advance on the Start Date and shall not be refundable to the Customer if the Agreement is terminated or varied for any reason
- 7.3. Subject to clause 7.6, Wavenet shall invoice the Customer for call charges monthly in arrears
- 7.4. Call charges will be based upon call and billing data recorded by Wavenet, the Mobile Network Provider and/or the Mobile Network Operator
- 7.5. Wavenet may from time to time vary Charges for any call destinations or Services not stated on the Order without notice
- 7.6. Unless otherwise stated in the Agreement, calls will be charged and inclusive allowances deducted in one second increments in respect of UK calls, and in one-minute increments in respect of roaming/international calls. The Customer accepts that there may also be additional call connection charges, dependant on the type of call
- 7.7. The Customer acknowledges that roaming calls may take longer to be invoiced than other types of calls
- 7.8. If the Customer, or an Authorised User, is on a tariff which has inclusive minutes and texts, the Customer acknowledges on behalf of itself and its Authorised Users that such inclusive minutes and texts apply to mobile calls to landline numbers prefixed by 01,02 and 03, and mobile calls to standard mobile numbers prefixed by 07 but exclude all other calls and numbers including, but not limited to, personal or premium rate numbers
- 7.9. If the Customer terminates the Agreement prior to Connection, at any point during the Initial Term or Renewal Period, or a Connection is Downward Migrated during the Initial Term, then Wavenet shall be entitled to charge the Customer an administration charge of up to £15 per Connection

8. SIMS

- 8.1. Wavenet, the Mobile Network Provider and/or the Mobile Network Operator owns each SIM and each SIM remains their property at all times. The Customer and the Authorised User is hereby granted a limited licence to use the SIM to enable the Customer and/or Authorised User to access the Mobile Services, in accordance with the terms of this Agreement. Wavenet may recall any SIM at any time, including for upgrades, modifications, misuse or when the Agreement terminates in whole or part. The Customer and any Authorised User is only authorised to use the SIM to obtain the Mobile Services
- 8.2. The Customer must ensure that each Authorised User:
 - 8.2.1. keeps each SIM safe and secure whilst it is in their possession; and
 - 8.2.2. returns the SIM to Wavenet if required to do so at any time. Wavenet will charge the Customer a Fee for any replacement SIM unless it is proved, to the reasonable satisfaction of the owner of the SIM, that it is defective through faulty design or workmanship
- 8.3. Each SIM may only be used in a Handset which is enabled for the Mobile Services. The Customer shall not and shall procure that its Authorised Users shall not use any SIM other than in accordance with this Agreement. Any attempt to use the SIM in any device other than a Handset shall constitute misuse, may result in serious damage to such device, and may prevent the Customer and/or Authorised User from being able to use it, including for the making of emergency calls. Wavenet, the Mobile Network Provider and/or the Mobile Network Operator exclude all liability for loss, damage, costs and/or expenses suffered or incurred by the Customer and/or any Authorised User in relation to the use or misuse of any SIM

9. HANDSETS

- 9.1. Save as expressly set out in this Agreement, the provision of the Mobile Services does not include the supply of any Equipment, including any Handsets. The manufacturers of Handsets are not connected to Wavenet and the Customer acknowledges that any contract relating to the provision and/or use of any Handsets (including any software comprising the same) shall be between the Customer (or Authorised User) and the provider of such Handsets or its licensor
- 9.2. Handsets may be locked to the Mobile Network
- 9.3. Whilst Wavenet is providing the Mobile Services, the Customer must not unlock or permit any third party to unlock a Handset from the Mobile Network. Where Wavenet is supplying Handsets to the Customer, the Customer must contact Wavenet to request any Handset to be unlocked from the Mobile Network. Provided the Customer's account is up to date with all outstanding payments due, Wavenet shall use reasonable endeavours to arrange for the Handset to be unlocked in an authorised manner, which may include replacing the Handset with an unlocked Handset, of the same or similar

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specification to the original Handset. The Customer agrees to pay to Wavenet any Charges associated with unlocking the Handset. Prior to Wavenet arranging for a Handset to be unlocked, it is the Customer's responsibility to ensure that it backs-up, or otherwise stores separately, any information or other Data on the Handset which the Customer may require, as such information or Data may be lost during the Handset unlocking process. Wavenet, the Network Provider and/or the Mobile Network Operator shall not be liable to the Customer for the loss of any such information or Data during the Handset unlocking process

- 9.4. If Wavenet supplies Handsets to the Customer, further terms and conditions may apply to the Handsets provided and will be provided to the Customer with the Handset. The Customer's use of the Handset shall constitute acceptance of those such further terms and conditions. The Handset shall be used by the Customer or the relevant Authorised User for the purpose of receiving the Mobile Services only and any other use will constitute misuse and a breach of the Agreement

10. CREDIT

- 10.1. The Customer acknowledges any Credit relating to the Mobile Services provided by Wavenet in accordance with this Agreement is conditional upon:
- 10.1.1 the Customer maintaining each Connection for the Initial Term
 - 10.1.2 the Customer not Downward Migrating any Connection during the Initial Term
 - 10.1.3 the Customer's account being up to date with no outstanding balances due
- 10.2. Wavenet shall be entitled to reclaim from the Customer such amount of the Credit as the Customer has already benefitted from (or withhold such amount from any future Credit or instalment of a Credit which the Customer is to benefit from) in the event that:
- 10.2.1 a Connection is disconnected prior to the expiry of the Initial Term
 - 10.2.2 a Connection is Downward Migrated during the Initial Term
 - 10.2.3 there are outstanding balances due on the Customer's account.
 - 10.2.4 the Mobile Network Provider or Mobile Network Operator, for any reason, reclaims or withholds in full or in part from Wavenet any commission paid to Wavenet in respect of the Customer's Connection, and the proportion of the Credit that Wavenet shall be entitled to reclaim from the Customer shall be the Credit amount for each month, and such pro rata amount for each incomplete month, of the balance of the Initial Term which is unexpired at the date of event giving Wavenet the right to reclaim such amount

11. WARRANTIES

- 11.1 The Customer acknowledges that Wavenet is not the manufacturer of any Equipment or Handsets provided under this Agreement and that Wavenet's warranty in relation to such Equipment and/or Handsets shall be limited to if any Equipment or Handsets prove to the reasonable satisfaction of Wavenet to be defective in material or workmanship then, provided such Equipment or Handsets are

returned by the Customer to Wavenet within 14 days of the date of delivery then Wavenet shall, at its option:

- 11.1.1 repair the Equipment or Handset
 - 11.1.2 replace the Equipment or Handset
 - 11.1.3 substitute the Equipment or Handset for substantially equivalent goods or
 - 11.1.4 credit the Customer in respect of any such Equipment or Handset
- 11.2 For the avoidance of doubt, where Wavenet replaces or procures replacement or substitute of the Equipment or Handset in accordance with the Agreement, the original title to the original Equipment or Handset returned by the Customer shall pass from the Customer to Wavenet

12. TERMINATION

- 12.1 If the Customer is required to pay an Early Termination Charge, the Customer shall pay to Wavenet the Early Termination Charge which shall be calculated:
- 12.1.1 in respect of line rental, the Minimum Monthly Line Rental per month for the period from termination to the end of the Initial Term or Renewal Period; and
 - 12.1.2 in respect of call and other non-periodic charges, the Minimum Monthly Call Charges per month for the period from such termination to the end of the Initial Term or Renewal Period
 - 12.1.3 Where the Customer is a Domestic or Small Business Customer within the definition of the Ofcom Regulations (being a Customer that employs ten employees or less) upon the expiry of the Initial Term, unless the Customer provides written notice to terminate the Agreement in accordance with clauses 3.2 and 18.3 of the MSA, this agreement will auto renew for successive 90 day periods, until terminated in accordance with clauses 3.2 and 18.3

13. DURATION

- 13.1 In consideration of Wavenet providing the Mobile Network Services in accordance with the Order, the Customer agrees to:
- 13.1.1 meet or exceed the Total Connections set out in the Order;
 - 13.1.2 use each Connection until expiry of its Initial term; and
 - 13.1.3 pay the Charges for each Connection during each month of the Initial term.
- 13.2 The Initial term of each Connection shall be the Initial term for the Mobile Network
- 13.2 The Initial term of each Connection shall be the Initial term for the Mobile Network Services as set out in the Order or, if no Initial term is specified, 24 (twenty-four) calendar months from the Start Date of the Mobile Network Services. The provisions of paragraphs 3.1 and 4.2 are applicable to all mobile numbers and/or handsets and/or mobile devices (including any Equipment) connected to Mobile Network Services provided by Wavenet and to any subsequent Connections or Upgrades from the applicable date of the subsequent Connection or Upgrade.
- 13.3 Any changes to the Mobile Network Services to another Tariff will be subject to availability of mobile numbers and a

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minimum spend by the Customer. Such changes remain subject to the approval of Wavenet, and nothing in this paragraph 4.3 shall be construed as an obligation for Wavenet to change the Customer's existing Tariff to another Tariff. For the avoidance of doubt, any change to the Tariff shall be without prejudice to the Customer's obligations under this Contract with regards to the Equipment or the Equipment Charge.

13.4 Subject to paragraph 4.5, the Contract shall continue for the Initial term and shall (subject to any other termination right) continue indefinitely thereafter until terminated by either Party giving not less than thirty (30) days' prior written notice, such notice not to expire sooner than the expiry of the Initial term.

13.5 In the event the Customer wishes to Port or Migrate 24 Connections or less following the Initial term, termination shall take effect from the date such Porting or Migration occurs.

13.6 Without prejudice to any of Wavenet's other rights or remedies, within sixty (60) days of the Start Date if the Total Connections is not achieved (through no act or omission of Wavenet) or the parties agree after the Start Date to reduce the Total Connections by more than 10%, then Wavenet may reduce any related Credit and adjust the Order at its reasonable discretion.

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Mobile+ Services

2.2 The Customer shall be responsible for providing Wavenet with all information relevant to the supply of the Mobile+ Services with sufficient time to enable Wavenet to duly perform the Contract.

1. Charges

- 1.1 The Charges for the Mobile+ Services shall be:
 - 1.1.1 based upon the number of Devices; and
 - 1.1.2 invoiced upon delivery of the Devices.
- 1.2 The Charges for the Mobile+ Services exclude delivery charges which shall be payable by the Customer in addition to the Mobile+ Services Charges, unless otherwise stated on the Order.
- 1.3 If the Customer fails to take delivery of the Devices or if by reason of instructions or lack of instructions from the Customer the delivery of any Device is delayed for more than twenty-eight days after Wavenet has given notice to the Customer that the Devices are ready for delivery the Devices shall be deemed to have been delivered and the Customer shall pay to Wavenet the reasonable costs of storing, protecting and preserving such Devices after the expiry of such period of twenty-eight days.

2. Customer Obligations

- 2.1 The Customer shall:
 - 2.1.1 carry out any activities which are required by Wavenet before Wavenet can perform the Mobile+ Services;
 - 2.1.2 co-operate with Wavenet in all matters relating to the Mobile+ Services;
 - 2.1.3 comply with any instructions given by Wavenet to the Customer relating to the Mobile+ Services;
 - 2.1.4 purchase all Devices and accessories used in conjunction with the Mobile+ Services from Wavenet;
 - 2.1.5 ensure that the Mobile+ Services purchased by the Customer are sufficient for the Customer's requirements;
 - 2.1.6 ensure that device compatible accessories are purchased to use in conjunction with the Devices and the Mobile+ Services;
 - 2.1.7 provide to Wavenet all application detail and information for all mobile application software being installed with the Mobile+ Services;
 - 2.1.8 provide to Wavenet the asset tags being used in the Mobile+ Services;
 - 2.1.9 provide to Wavenet the mobile numbers, or any other device associated Customer reference details which are linked to the Devices; and
 - 2.1.10 accept receipt of the Devices upon delivery to the notified address.

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Bulk Messaging Services

1. Initial Term

1.1 The Initial Term for the Message Services is as set out in the Order, or if no Initial Term is specified, twelve (12) calendar months from the Start Date.

2. MESSAGE SERVICES

2.1 Wavenet will use reasonable endeavours to provide the Message Services from the Start Date subject to the terms of this Contract.

2.2 Wavenet uses third parties to host the application servers for the provision of the Message Services. The Customer hereby consents to Wavenet using Microsoft Azure and Google data centres located in the EU for the provision of the hosting services.

2.3 Wavenet cannot guarantee the delivery of Messages to any recipient under the Message Services, as this is dependent upon accurate and up-to-date recipient contact information, suitable internet availability and connectivity, on various anti-spam and junk mail policies adopted by recipient service providers as well as restrictions regarding the content, wording and graphics of a Message. Wavenet will use reasonable endeavours to assist the Customer with methods to maximise the delivery rate of Messages, however, Wavenet makes no representations or warranties whatsoever about the speed or number of Messages sent that will be received by recipients. Wavenet accepts no responsibility or liability to the Customer for any direct or indirect loss or damage that may arise under this paragraph 2.3

2.4 The Customer may be provided with access to Wavenet's support team, where support may be provided by either email or phone, at Wavenet's option.

2.5 Wavenet has no responsibility or liability for the back-up of Customer data and the Customer remains responsible for making its own back-ups, particularly but not limited to when the Customer adds a significant amount of data to the Message Services over a period of 24 (twenty-four) hours.

3. CHARGES AND PAYMENT

3.1 Without prejudice to clause 4.3 of the Conditions, Wavenet may on not less than 30 (thirty days) days' notice to the Customer, increase the Charges or change the rates in any price list, such change not to become effective during the Initial Term of the relevant Message Services unless the change arises due to:

3.1.1 a change in the costs to Wavenet due to a requirement or direction of OFCOM; and/or

3.1.2 a change in the costs charged to Wavenet by its suppliers.

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CUSTOMER OBLIGATIONS

4.1 The Customer warrants that it shall not: (a) use the Message Services to send unsolicited or unauthorised advertising, promotional material, 'junk mail', 'spam', 'chain letters' or pyramid schemes including but not limited to illegal goods or services, internet lead-gen, multi-level marketing, affiliate marketers, marketing or sending of commercial Messages without proper express consent (unless agreed in writing by Wavenet otherwise), or payday loans; (b) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content or materials transmitted through the Message Services; (c) use the Message Services in a manner which is unlawful; or (d) use the Message Services in a manner which infringes the Intellectual Property Rights, proprietary or personal rights of any third party, including data subjects.

4.2 The Customer warrants that it shall: (a) comply and ensure that its use of the Message Services complies with all Codes applicable to the country in which the Customer is registered and recipients of Messages reside; (b) provide all reasonable assistance required by Wavenet to enable Wavenet to comply with any requirements or conditions imposed by such Codes; (c) provide Wavenet, relevant authority, user group or regulator of the Codes with all information or material reasonably requested in order to carry out any investigation in connection with the Customer's use of the Message Services; and (d) not use the Message Services to upload or send to records purchased, rented or acquired from a third party in any way. Wavenet has no responsibility or liability whatsoever howsoever arising directly or indirectly to the Customer for the content of any Messages sent using the Message Services or Messages being sent to recipients in breach of the Customer's obligations contained in this paragraph 4.2.

4.3 In relation to email Messages sent using the Message Services, the Customer warrants that:

4.3.1 the Customer will identify itself in every email according to Relevant Laws, but at least with postal address, register number, phone number, email address data and tax registry, where applicable; and

4.3.2 it will not use the Message Service to send email communications advertising or promoting email lists or services supporting unsolicited bulk email. If the Customer uses the Message Services to promote or advertise email lists or services supporting unsolicited bulk email the Customer will have its account disabled without notice and with immediate effect and no refund of Charges or other payments to Wavenet will be made. Unsolicited bulk email support services may include but are not

SERVICE SPECIFIC CONDITIONS FOR MOBILE SERVICES

limited to: services providing service to known spam operations listed on the Register of Known Spam Operations (ROKSO), services providing 'bullet-proof hosting' for spam service purposes, services obfuscating or anonymising spam senders, services selling or providing hosting for the sales or distribution of spamware or address lists, and networks knowingly hosting spammers as either stated or de facto policy.

Wavenet accepts no responsibility or liability to the Customer for any direct or indirect loss or damage that may arise under this paragraph 4.3.

4.4 In relation to SMS sent using the Message Services, the Customer warrants that:

4.4.1 it will not attempt to use Message Services to access or allow access to emergency services or impersonate any other entity; and

4.4.2 if the Customer has purchased a short code, then the Customer will not change the use of that short code from the use stated in any documentation in relation to approval of the short code without first obtaining an amendment to any application for approval of the short code under the new use.

Further, should the Customer make use of a long telephone number(s), Wavenet reserves the right to reclaim any phone number from the Customer's account if, in Wavenet's opinion, the Customer does not send sufficient traffic over that phone number such that the phone number is underutilised. Wavenet accepts no responsibility or liability to the Customer for any direct or indirect loss or damage that may arise under this paragraph 4.4.

4.5 Wavenet monitors Messages created by the Customer. If Wavenet considers, in its reasonable opinion, that the Customer is sending Messages in breach of paragraphs 4.1 to 4.4 above, Wavenet may at absolute discretion (taking into account the Customer's track record of use of the Message Services): (a) suspend provision of Message Services; (b) block the Customer's access to the Message Services for such time as in each case is reasonable; and (c) add any recipient contact details to its global suppression list ("GSL"). Wavenet will usually provide the Customer with prior notice of any suspension, blocking or addition of an email to the GSL, unless immediate action is necessary in the circumstances. Wavenet accepts no responsibility or liability to the Customer for any direct or indirect loss or damage that may arise under this paragraph 4.5.

4.6 Where Wavenet suspends or blocks access to the Message Services pursuant to paragraph 6.5 above, Wavenet shall contact the Customer to: (a) inform the Customer of the action taken or proposed action (where applicable) giving rise to the suspension; (b) explain why the access to the Message Services is suspended or blocked; (c) inform the Customer of the remedial actions that the Customer needs to take to rectify the issues with the Customer's use of the Message Services; (d) inform the Customer of any applicable de-listing fee payable to Wavenet (if necessary and

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determined in Wavenet's sole discretion); and (c) agree on the timescale for the Customer to take the necessary remedial actions. Wavenet shall only reactivate the Message Services once the Customer has taken the remedial actions. If the Customer fails to take the remedial actions within the timescale agreed, Wavenet reserves the right to terminate the Contract upon giving notice to the Customer and the Customer shall become immediately liable to pay all outstanding Charges for remainder of the unexpired Initial Term or the rollover period.

4.7 The Customer will keep its password and other access details for use with the Message Services confidential and restricted to those members of staff who need to know such details and shall ensure all such staff are aware of the confidential nature of such information and treat it accordingly. The Customer shall notify Wavenet immediately if it believes that such information is no longer secret. The Customer is solely responsible for all activities resulting from use of the Customer's password or account. The Customer will not permit any person to access the Message Services for any unauthorised purpose that would constitute a breach of the Contract.

4.8 Without prejudice to its other rights in the Contract, Wavenet reserves the right to prevent the sending of any Messages forming part of the Message Services or any other item or material made available via the Message Services by the Customer at any time and without notice, where the content is in Wavenet's reasonable opinion a breach of Contract. Wavenet accepts no responsibility or liability to the Customer for any indirect loss or damage that may arise under this paragraph 4.8.

4.9 The Customer is not permitted to conduct vulnerability scanning, or any form penetration testing against the Message Services or application servers.

4.10 The Customer shall indemnify Wavenet against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Wavenet arising out of a breach of paragraph 4.

5. EXPORT RESTRICTIONS

5.1 The Message Services, content, and other technology that Wavenet makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. The Customer represents that it is not named on any U.S. government denied party list. The Customer shall not permit users to access or use any Message Service or content in a U.S. embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation.

6. SUSPENSION

6.1 Wavenet may immediately and without notice suspend the provision of the Message Services to the

SERVICE SPECIFIC CONDITIONS FOR MOBILE SERVICES

Customer if the Customer's account remains inactive for a period of 13 (thirteen) months or more. Following suspension pursuant to this paragraph 6.1, Wavenet shall notify the Customer of the same.

6.2 It may be necessary for Wavenet to temporarily suspend the Message Services in whole or in part from time to time to carry out maintenance of the Message Services. Wavenet will use its reasonable endeavours to provide the Customer with at least 24 (twenty-four) hours' notice of temporary suspensions of the Message Services and to undertake any scheduled and planned maintenance or repair work outside of Normal Working Hours in order to minimise disruption to the Message Services provided to the Customer. Such communications will be made via status.dotdigital.com, or via such other mechanisms as Wavenet deems appropriate. However, Wavenet reserves the right to carry out urgent maintenance or repair work at any time. The Message Services may also be suspended in whole or in part where Wavenet or any third-party host is obliged to comply with an order, instruction or request of government, a court or other competent administrative authority or an emergency service organisation. Wavenet accepts no responsibility or liability to the Customer for any direct or indirect loss or damage that may arise under this paragraph 6.2

7. CONSEQUENCES OF TERMINATION

7.1 Following termination: (a) Wavenet shall have no obligation to retain any Customer data. If the Customer wishes to export any data, it should do so prior to the date of termination. Where the Customer requires Wavenet to export any data on its behalf a charge may be applied for this additional service; (b) expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect.

8. DATA PROTECTION

8.1 Wavenet may use third parties to host application servers for the provision of the Message Services. The Customer hereby consents to the third-party provider using data centres located in the EU, the USA, Australia and other key global locations for the provision of the hosting services. A list of locations can be found at www.dotdigital.com/trust (as updated from time to time).

SERVICE SPECIFIC CONDITIONS FOR MOBILE SERVICES

Multi-Network IoT Services

1. DURATION

1.1 In consideration of Wavenet providing the Multi Network IOT Services in accordance with the Order, the Customer agrees to:

1.1.1 meet or exceed the Total Connections set out in the Order;

1.1.2 use each Connection until expiry of its Initial Term; and

1.1.3 pay the Charges for each Connection during each month of the Initial Term.

1.2 The Initial Term of each Connection shall be the Initial Term for the Multi Network IOT Services as set out in the Order or, if no Initial Term is specified, 24 (twenty-four) calendar months from the Start Date of the Multi Network IOT Services. The provisions of 1.2 are applicable to all mobile numbers and/or handsets and/or mobile devices (including any Equipment) connected to the Multi Network IOT Services provided by Wavenet and to any subsequent Connections or Upgrades from the applicable date of the subsequent Connection or Upgrade.

1.3 Any changes to the Multi Network IOT Services to another Tariff will be subject to availability of mobile numbers and a minimum spend by the Customer. Such changes remain subject to the approval of Wavenet, and nothing in this paragraph 1.3 shall be construed as an obligation for Wavenet to change the Customer's existing Tariff to another Tariff. For the avoidance of doubt, any change to the Tariff shall be without prejudice to the Customer's obligations under this Contract with regards to the Equipment or the Equipment Charge.

1.4 Subject to paragraph 1.5 the Contract shall continue for the Initial Term, and shall (subject to any other termination right) continue indefinitely thereafter until terminated by either Party giving not less than thirty (30) days' prior written notice, such notice not to expire sooner than the expiry of the Initial Term.

1.5 In the event the Customer wishes to Port or Migrate 24 Connections or less following the Initial Term, termination shall take effect from the date such Porting or Migration occurs.

1.6 Without prejudice to any of Wavenet's other rights or remedies, within sixty (60) days of the Start Date if the Total Connections is not achieved (through no act or omission of Wavenet) or the parties agree after the Start Date to reduce the Total Connections by more than 10%, then Wavenet may reduce any related Credit and adjust the Order at its reasonable discretion.

2. OBLIGATIONS OF THE CUSTOMER

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2.1 The Customer acknowledges that the System is operated under license and by agreement with the Carriers and that the provisions of the said licenses and agreements apply to the use of the Multi Network IOT Services by the Customer. The Customer hereby undertakes:

2.1.1 not to use or permit the use of the System or any Equipment for (a) any unlawful, immoral or improper purpose including without limitation the use of unlawful or unauthorised SIM gateways, (b) any purpose not recommended by the Equipment manufacturer, or (c) any other purpose as notified by the Carriers or Wavenet from time to time;

2.1.2 to comply with any reasonable instructions issued by Wavenet relating to the System, the Equipment or the Multi Network IOT Services and to use only equipment approved by the Carriers and the British Approvals Board of Telecommunications;

2.1.3 not to reverse, or permit anyone else to reverse, the charges on any telephone call;

2.1.4 not to act, or omit to act, in any way that may injure or damage any persons, property or the System or cause the quality of the Multi Network IOT Services to be impaired;

2.1.5 not to sell or resell or distribute the Multi Network IOT Services or Equipment;

2.1.6 not to directly or indirectly be involved, or knowingly, recklessly or negligently permit any other person to be involved, in any fraud, illegal or immoral activity in connection with the Customer's use of the Multi Network IOT Services or Equipment and shall notify Wavenet immediately upon becoming aware of any such activity;

2.1.7 not to use any Multi Network IOT Services for voice (other than VoIP) services;

2.1.8 not to use any Multi Network IOT Services for international roaming;

2.1.9 to carry out such routine day-to-day preventative maintenance measures as may be recommended in the operating instructions and manufacturer's written recommendations supplied with the Equipment ("User Instructions");

2.1.10 to ensure that the environmental conditions for the Equipment are maintained in accordance with the User Instructions;

2.1.11 to comply with Relevant Laws and any regulations, codes of practice, guidance and other requirements of any relevant government or governmental agency and to the extent that any such regulations, codes of practice, guidance and other requirements are advisory rather than mandatory, the standard of compliance to be achieved by the Customer shall be the best practice of the relevant industry;

2.1.12 not to, without Wavenet's prior written consent, which may be withheld by Wavenet participate in any activities or conduct which may result in Artificially Inflated Traffic; and

2.1.13 to ensure that the Customer and/or End Users do not use the Multi Network IOT Services for the sending, storing, reproduction or receipt of any offensive, obscene, menacing, abusive or defamatory material in a manner which or infringes the rights of any person, including intellectual property rights and rights of confidentiality.

2.2 The Customer will promptly advise the Carrier and Wavenet, by phone and in writing in the event of loss or theft of the Equipment.

2.3 The Customer acknowledges that Wavenet will accept, and act on behalf of, any instruction received from

SERVICE SPECIFIC CONDITIONS FOR MOBILE SERVICES

the Customer, and accept and rely on any additional orders placed with Wavenet, regardless of authority and/or position, unless levels of authorisation have been pre-advised to and agreed by Wavenet in writing.

2.4 The Customer agrees not to contravene the General Conditions or any other relevant regulations or licences granted thereunder and otherwise not to contravene, and not by any act or omission or use of the Multi Network IOT Services, cause Wavenet to contravene, any Relevant Laws or the General Conditions.

3. CUSTOMER APPARATUS

3.1 The Customer is responsible for the repair and maintenance of Customer Apparatus.

3.2 The Customer Apparatus must be technically compatible with the Multi Network IOT Services and approved for that purpose under any relevant legislation or telecommunications industry standards. Wavenet reserves the right to disconnect any Customer Apparatus if the Customer does not fulfil its obligations under this paragraph 3.2 or if, in Wavenet's opinion, such Customer Apparatus may cause death or personal injury to any person or damage to property. In the event that Wavenet requests the disconnection of the Customer Apparatus then the Customer shall timeously comply with such request.

3.3 Wavenet accepts no liability for any loss the Customer or End User may suffer as a result of:

- 3.3.1 use or misuse of Customer Apparatus by the Customer, End User or any third party;
- 3.3.2 any faults in the Customer Apparatus;
- 3.3.3 any damaged or incorrectly reconfigured Customer Apparatus which the Customer purchased for use with the Multi Network IOT Services;
- 3.3.4 the Customer or a third party adjusting or altering the Customer Apparatus in any way which may impact upon the Customer's ability to receive the Multi Network IOT Services; and/or
- 3.3.5 any action by the Customer or a third party which results in Wavenet re-configuring and/or reconnecting the Multi Network IOT Services in any way. The Customer shall be liable for any reasonable costs if Wavenet is required to re-configure or reconnect the Multi Network IOT Services.

3.4 The Customer shall be responsible for all loss, damage or destruction to Wavenet Equipment other than as a result of Wavenet's breach or negligence. The Customer will notify Wavenet immediately of such loss or damage. In particular (without prejudice to the generality of the foregoing) the Customer undertakes to ensure:

- 3.4.1 that Wavenet Equipment is kept at Customer Premises and not moved;
- 3.4.2 that all instructions relating to Wavenet Equipment notified by Wavenet are complied with;

3.4.3 not to cause Wavenet Equipment to be repaired or otherwise maintained except by Wavenet's authorised representatives;

3.4.4 not to cause any attachments other than those approved in writing by Wavenet to be fitted to Wavenet Equipment; and

3.4.5 not to attempt to sell, transfer, dispose of, let, mortgage or charge Wavenet Equipment or suffer any distress, seizure or execution to be levied against Wavenet Equipment or otherwise do anything prejudicial to Wavenet or the owner's rights in Wavenet Equipment.

3.5 The Customer shall ensure that Wavenet Equipment is adequately insured and provide written evidence of such insurance to Wavenet on request.

3.6 The Customer shall ensure that Wavenet Equipment is not altered, adjusted or interfered with in any way unless Wavenet gives prior written consent save in the case of emergency and provided that the Customer informs Wavenet immediately thereafter of the emergency action taken and circumstances requiring it. The Customer shall indemnify Wavenet against any loss Wavenet may incur due to such action.

3.7 Wavenet shall have the right to modify or replace Wavenet Equipment or any part thereof provided that such modification or replacement is carried out at Wavenet's expense and does not materially impair the Multi Network IOT Services.

3.8 The Customer shall permit, or procure permission for, Wavenet and /or its authorised representatives to have free and safe access to the Customer Premises to inspect, install, repair, maintain, replace or remove Wavenet Equipment and to provide the Multi Network IOT Services.

SERVICE SPECIFIC CONDITIONS FOR MOBILE SERVICES

Mobile Device Management Services.

but not limited to locate a device, remote lock and/or remote wipe) as agreed with the Customer. The relevant device actions available depend on the EMM Platform used and the chosen configuration.

1. INITIAL TERM

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

2. MDM SERVICES

2.1 Enrolment

2.1.1 Wavenet will upon notification by the Customer administer enrolment requests for the MDM Supported Devices onto the EMM Platform in accordance with the enrolment management configuration agreed with the Customer.

2.2 Platform Management

Platform Management is delivered in conjunction with the relevant Vendor support agreement for the EMM Platform. As part of the Platform Management, Wavenet will:

2.2.1 respond to Incidents in respect of EMM Platform in accordance with Wavenet's Incident Management process;

2.2.2 provide remote support relating to configuration and functionality of the EMM Platform, including updates to the EMM Platform to help address stability issues or performance or functionality bugs or errors;

2.2.3 implement Changes in respect of the Device Management Platform in accordance with Wavenet's Change Management process, including providing the relevant technical expertise to implement Change execution; and

2.2.4 notify the Customer of alerts generated by any monitoring of the MDM Supported Devices.

2.3 Estate Management

Where specified on the Order, that Wavenet will provide Estate Management in addition to Platform Management, Wavenet will:

2.3.1 act on any alerts generated by monitoring of the MDM Supported Devices either by performing pre-agreed automated functions in respect of the relevant MDM Supported Device or notifying the Customer of any such alerts that requires action to be taken that is not automated;

2.3.2 provide Change Management relating to the policies in the MDM Supported Devices subject to paragraph 5 (Fair Use) together with the relevant technical expertise to implement an agreed Change;

2.3.3 upload APNS Certificates as provided by the Customer and monitor APNS Certificates and provide notification of expiry to the Customer; and

2.3.4 at the Customer's request perform remote device actions (including

2.4 MACs

2.4.1 Wavenet will provide Change Management relating to the configuration and management of the EMM Platform, subject to paragraph 5 (Fair Use).

3. FAIR USE

3.1 All MDM Services are provided subject to reasonable and fair use, as determined by Wavenet in accordance with paragraph 5.2 below and do not include requests for basic product training or technical consulting.

3.2 Change Management, provided as part of the MDM Services, is provided subject to the following 'fair use' parameters and assumes that there is no requirement for any change in configuration or design change to the EMM Platform:

Ref	Service	Service Variant	Estate Size	Average Changes Per Annum	Average Time per Change
Error! Reference source not found.	Estate Management	Change policy assignment	50 - 250 devices	8	30 minutes
			251 - 500 devices	12	
			501 - 750 devices	16	
			751 - 1000 devices	20	
			1001+ devices	22	
		Changes to user group	50 - 250 devices	8	30 minutes
			251 - 500 devices	12	
			501 - 750 devices	16	
			751 - 1000 devices	20	
			1001+ devices	22	
Configure and	50 - 250	6			

SERVICE SPECIFIC CONDITIONS FOR MOBILE SERVICES

		update device restrictions & security settings	device s		30 minutes
			251 - 500 device s	10	
			501 - 750 device s	15	
			751 - 1000 device s	20	
			1001+ device s	25	
			50 - 250 device s	5	
		Changes to Compliance policies	251 - 500 device s	8	
			501 - 750 device s	10	
			751 - 1000 device s	12	
			1001+ device s	14	
			Configure and update profile settings (Wi-Fi, Active sync)	50 - 250 device s	4
		251 - 500 device s		6	
		501 - 750 device s		8	
		751 - 1000 device s		10	
		1001+ device s		12	
		Addition or changes of expense plan (relevant to the IBM MaaS360 EMM Platform Only)	50 - 250 device s	5	30 minutes
			251 - 500 device s	8	
			501 - 750 device s	10	
			751 - 1000 device s	12	
			1001+ device s	14	

		Add and remove applications (bulk release)	50 - 250 device s	4	30 minutes
			251 - 500 device s	8	
			501 - 750 device s	12	
			751 - 1000 device s	16	
			1001+ device s	20	
			Configure and update app profiles and security settings	50 - 250 device s	
		251 - 500 device s		6	
		501 - 750 device s		8	
		751 - 1000 device s		10	
		1001+ device s		12	

4. CUSTOMER OBLIGATIONS

4.1 The Customer will provide or otherwise comply with the following obligations set out in this paragraph 6.1, which are Customer Obligations for the purposes of this Contract:

4.1.1 maintaining an active email address destination for Wavenet to direct all automated notifications in respect of the MDM Services;

4.1.2 acting on alerts generated by the monitoring of the MDM Supported Devices that have been notified to the Customer and that require action to be taken that is not automated; and

4.1.3 engaging promptly with Wavenet following an alert notification to provide the relevant approval or request for Wavenet to perform appropriate remote device actions through the EMM Platform (including but not limited to locate a device, remote lock and/or remote wipe). The relevant device actions available depend on the EMM Platform used and the chosen configuration.

5. EXCLUSIONS FROM THE SERVICES

5.1 The following are excluded from any MDM Services provided

SERVICE SPECIFIC CONDITIONS FOR MOBILE SERVICES

5.1.1 support for mobile device operating systems (for example Android, iOS);

5.1.2 support or performance management of any Customer specific applications on the MDM Supported Devices;

5.1.3 the cost of providing any software license renewals or security certificate renewals, including unless otherwise expressly provided in this Contract the EMM Platform;

5.1.4 where the configuration of additional reporting is specified the Order, any ongoing support and management of those reports and/or any operational responses based on the output of those reports;

5.1.5 any responsibility for or performance management of the third party Vendor of the EMM Platform and the Customer acknowledges and agrees in this respect that Wavenet will take on the responsibility of passing the relevant information to the third party Vendor but Wavenet cannot manage that Vendor's responsibilities;

5.1.6 save as otherwise expressly stated to be provided by Wavenet under this Contract for the MDM Supported Devices, any remedial action required in respect of any MDM Supported Devices, including fixing any faults or otherwise repairing, maintaining or replacing any of the MDM Supported Devices due to hardware or software application failures;

5.1.7 save as otherwise expressly stated to be provided by Wavenet under this Contract, any other supporting services used to provide the MDM Services (including but not limited to network services, mobile network and/or Wi-Fi);

5.1.8 save as otherwise expressly stated to be provided by Wavenet under this Contract, direct contact from End Users and the Customer acknowledges and agrees in this respect that Wavenet's Service Desk will expect to liaise with the Customer Representatives only, with such Customer Representatives acting on behalf of their End Users;

5.1.9 executing any Service Request that is outside of the capability of the EMM Platform;

5.1.10 fixing any fault with the EMM Platform for which a patch, fix or update is required from the relevant Vendor but has not yet been made available by the applicable Vendor;

5.1.11 in respect of Patching, the investigation of issues, End User licensing agreements and/or Vendor escalations, which remain the responsibility of the Customer;

5.1.12 alerting or reporting on any parameter outside the capability of the EMM Platform; and

5.1.13 rectification of any issue due to the Customer making a change within the EMM Platform, if the Customer has such access.

5.2 The provision of MDM Services is wholly dependent on the EMM Platform availability from the Vendor.

6. Charges

6.1 The Charges for the MDM Services are as set out in the Order.

6.2 Unless otherwise provided in the Order the Charges for the MDM Services will be invoiced monthly in advance.

6.3 Wavenet may, in its sole and absolute discretion, agree to provide some of the Excepted Matters as additional Services and in doing so, will be entitled to charge the Customer for the same by levying additional Charges on a time and materials basis in accordance with Wavenet's then current rates. Wavenet's performance in relation to responding to and/or otherwise providing such additional Services in accordance with this paragraph 8.3, will not be counted in relation to its achievement or otherwise of the Service Levels for the MDM Services. Such additional Services will be performed during Normal Working Hours, unless otherwise agreed in writing by Wavenet.