

SERVICE SPECIFIC CONDITIONS FOR MODERN WORKPLACE SERVICES

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

DEFINITIONS:

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

"Active Price List" means one or more active price lists containing the pricing details for the Subscriptions, as published by Microsoft from time to time and as applicable at the date specified by Microsoft;

"Add-On" means any Microsoft service taken as an additional option to a Subscription;

"Anti-Virus Management" means the deployment of anti-virus software utilising the Virus Definitions in accordance with paragraph 4.3.3;

"Application Packaging Services" means the Services provided in accordance with paragraph 5.3.5;

"Asset Management Agent" means software installed on a monitored device that collects data about its performance and status;

"Asset Management Toolset" means a management platform used by Wavenet to perform the Endpoint Asset Management Service;

"Asset Reporting Service" means the services provided by Wavenet in accordance with paragraph 6.4;

"Auditing Service" means the services provided by Wavenet in accordance with paragraph 6.5;

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

"Azure Virtual Desktop" or "AVD" means a cloud-based service provided by Microsoft that hosts Windows desktops and applications in Azure;

"Azure Virtual Desktop Management Services" means the Services provided by Wavenet to the Customer in accordance with paragraph 5;

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

"Change Management" means as defined in Service Specific Conditions for Supporting Services;

"Citrix Cloud Services" means together the Citrix Products, the Support Services and the Management Services provided by Wavenet under these Service Specific Conditions;

"Citrix Management Services" means those Services provided by Wavenet in connection with a Citrix Product in accordance with paragraph 2.5;

"Citrix Products" means any product, software and/or documentation as offered by Citrix under its CSP program and made available by Wavenet to the Customer under these Specific Conditions, as set out in the Order, including the Client Products and the Server Products;

"Citrix" means Citrix Systems Inc and its affiliates;

"Citrix CSP Services" means the hosted services separately agreed to be provided by Wavenet to the Customer, which allows the Customer to access the functionality of the Citrix Products on a monthly basis, whether through a public cloud or a private cloud hosted at a Data Centre of Wavenet;

"Citrix CSP" means Citrix Service Provider (Wavenet);

"Citrix Support Services" means those Services provided by Wavenet in connection with a Citrix Product in accordance with paragraph 2.4;

"Client Products" means the Citrix software installed on a Customer computer that allows that computer to access and utilise the Server Products;

"Cyber Threat" means any circumstance or event with the potential to adversely impact organisational operations (including mission, functions, image, or reputation), organisational assets, or individuals through an information system via unauthorised access, destruction, disclosure, modification of information, and/or denial of service;

"Desktop Applications" means the software programs that End Users can access and run on their virtual desktops;

"Desktop Application Patching" means those Services provided by Wavenet in accordance with paragraph 5.3.3(c);

"Desktop Management Services" means all of the Services provided by Wavenet to the Customer in accordance with paragraph 4 of these Service Specific Conditions;

"Emergency Change" means as defined in Service Specific Conditions for Supporting Services;

"Endpoint Asset Management Services" means the Services provided in accordance with paragraph 6;

"End User Device Hardware" means the physical devices that End Users use to access their virtual desktops and applications;

"End User Services" means the Services provided by Wavenet to the End Users under these Service Specific Conditions;

"Enhanced Patch Management" means the Services provided by Wavenet to the Customer in accordance with paragraph 4.3.5;

"Error" means an unplanned or unexpected interruption in the operation of the Subscription;

"Event Management" means as defined in the Service Specific Conditions for Supporting Services;

"First Contact Resolution" means an Incident that is Resolved at the point that the End User first raises the Incident Notification and/or Service Request with the Service Desk;

"Fixed Term" means the fixed contract period for the Citrix Cloud Services as set out in the Order from and including the Start Date;

"Gold Build Image" means a template for a desktop/laptop/thin client device or Session Host, which will include the operating system and may include applications as appropriate to facilitate software installation;

"Gold Build Image Management" means the Services provided in accordance with paragraph 5.3.4;

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

"Incident" means any unplanned fault or a reduction in the performance of the Supported Equipment and/or Supported Software;

"Incident Management" means as defined in the Service Specific Conditions for Supporting Services;

"Licence Based Subscription" means a Subscription that is billed according to the requested number of licences, regardless of actual product usage;

"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 Desktop Equipment" means the desktop, laptop and/or thin client devices and equipment identified in the Order as the Managed Desktop Equipment for the purposes of the Desktop Management Services;

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"Microsoft Auto Renew Period" means the relevant term as specified in the Microsoft Program Guide for the relevant Subscription;

"Microsoft Cloud Services" means the Subscriptions facilitated by Wavenet for the Customer under these Service Specific Conditions;

"Microsoft CSP Program" means Microsoft's cloud solution provider program, through which it authorises resellers, including Wavenet, to resell Subscriptions to customers in accordance with the Microsoft Customer Agreement and the Microsoft Program Guide;

"Microsoft Customer Agreements" means as defined in paragraph 1.3;

"Microsoft Program Guide" means a Microsoft published document from time to time in force containing relevant information about the Microsoft CSP Program, that may include several handbooks, including but not limited to operations, support or other functions relevant to Subscriptions;

"Microsoft" means Microsoft Corporation and its affiliates;

"MS Licenses" means Microsoft licenses to use Microsoft products which may be chargeable on a per-use basis, including minimum terms of use;

"New Commerce Experience" means Microsoft's new commerce experience, through which it authorises resellers, including Wavenet, to resell Subscriptions to customers in accordance with the Microsoft Customer Agreement and the Microsoft Program Guide;

"Non-standard Service Requests" means any Service Request not covered by the Request Catalogue;

"Operating System" 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;

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

"Patch Management" means the Services provided by Wavenet to the Customer in accordance with paragraph 4.3.2;

"Priority User" means an End User that is notified by the Customer to Wavenet in writing as a Priority User, subject to the maximum number of Priority Users set out in the Order;

"Program Guide" means the latest version of the Citrix CSP program documentation, as modified by Citrix from time to time the current version of which is located at www.citrix.com;

"Query" means a request for information or advice related to the operation of the Subscription;

"Renewal Date" means the first day of each subsequent Microsoft Auto Renew Period for a Subscription in accordance with paragraph 1.2.4;

"Request Catalogue" means the set of standard Service Requests authorised by the Customer as agreed between the parties in writing from time to time, including for example simple administration functions required to assist End Users such as a password reset;

"Request Fulfilment" means the management of Service Requests in accordance with paragraph 3.3.3;

"Resolution Group" means the party, person or entity responsible for resolving Incidents and/or fulfilling Service Requests, as identified according to the nature of the relevant Incident and/or Service Request in the SOM;

"Resolution" and "Resolve" means (i) in respect of Incidents, the resolution of an Incident by means of a reasonable work-around or permanent fix to be provided (as

applicable) by Wavenet or the relevant Third Party Resolution Group, which Wavenet reasonably deems necessary to permit functioning of the Supported Software and/or Supported Equipment to resume; and (ii) in respect of Service Requests the fulfilment and/or closure of that Service Request in accordance with paragraph 3.3.3;

"Self-Service Portal" means a self-service portal made available for End Users to gain access to their Microsoft tenant and make changes to increase, decrease, or add new MS Licences;

"Server Products" means any Citrix server software hosted by Wavenet through the Citrix CSP Services that interacts with the Client Products and enables the Customer to use and benefit from the Citrix Cloud Services;

"Service Desk Hours" means 7am to 7pm on Business Days;

"Service Desk" means the service desk provided by Wavenet from a pool of shared resources (1st and 2nd line) to act as the single point of contact for the End User Services;

"Service Management" means as defined in the Service Specific Conditions for Supporting Services;

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

"Session Host" means a VM that runs an Operating System;

"SOM" means the service operations manual, being the service delivery document to be created by Wavenet and developed and agreed by the parties in respect of the relevant processes and procedures to be applied by Wavenet in respect of the End User Services in accordance with these Service Specific Conditions;

"Standard Change" means as defined in Service Specific Conditions for Supporting Services;

"Standard Query" means any Query which is not an Urgent Query;

"Subscription Support Request Times" means as defined in Table 1 (Subscription Support Request Times) in paragraph 1.4.4.2;

"Subscription Support Request" means a request from the Customer for assistance in relation to an Error or Query;

"Subscription Support Services" means those Services provided by Wavenet in connection with a Subscription in accordance with paragraph 1.4;

"Subscription" means any product, subscription, service or bundle offered by Microsoft comprising a right to the Customer to use the Microsoft online services for a defined term, which may include Microsoft software technology, as made available by Wavenet to the Customer on a "software as a service" basis and as set out in the Order;

"Supported Equipment" means the equipment identified in the Order as Supported Equipment for the purposes of the End User Services;

"Supported Software" means the Operating System and/or any other software listed as supported software for the purposes of the Desktop Management Services and/or Azure Virtual Desktop Management Services in the Order;

"Citrix Technical Support" means technical support provided by Citrix to Wavenet in accordance with the support offering generally available to Citrix CSPs as set out in the Program Guide;

"Third Party Resolution Group" means a Resolution Group other than Wavenet agreed in writing by the parties and listed in the SOM or, where none are listed or agreed, the Customer;

"Ticket" means an Incident Notification or Service Request that has been raised by an End User with the Service Desk and recorded by Wavenet;

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“Urgent Query” means any Query assessed as urgent by Wavenet (acting reasonably) based on the relevant information provided;

“Usage Based” means a Subscription that is billed according to the Customer’s actual usage;

“Virtual Desktop Infrastructure” or **“VDI”** means the infrastructure that allows the creation and management of virtual desktops;

“Virtual Machine” or **“VM”** means a software-based emulation of a physical computer which runs an operating system and applications just like a physical computer but is hosted in Azure;

“Virus Definitions” means the virus definitions provided by the anti-virus software supplier and as updated from time to time;

“Virus” means any type of malware, virus, worm, Trojan horse, ransomware, spyware, adware, scareware or other computer program or software code that has been introduced into a system that carries out a useless and/or destructive function such as displaying an irritating message or systematically over-writing the information stored (that is, “infect” them) and spreads by contact between an infected program and an uninfected program; and

“Web-Filtering Services” means the Services provided by Wavenet to the Customer in accordance with paragraph 4.3.4;

“Web Portal” means the online End User interface access to which is provided by Wavenet to the End Users for the purpose of raising Incident Notifications and Service Requests and for End Users to check for status updates on Tickets; and

“Zero Day Patch Release” means a software patch that is released to address a critical security vulnerability that was previously unknown to the Vendor.

Paragraph 3 of the Service Specific Conditions For Supporting Services shall be deemed to be incorporated into the Agreement for the performance of any Services under these Service Specific Conditions.

1. MICROSOFT CLOUD SERVICES AND SUBSCRIPTION SUPPORT SERVICES

1.1. Start Date

1.1.1. The Start Date will be the date that the Subscription is first created and activated by Wavenet within the Microsoft environment.

1.1.2. Wavenet will not facilitate any Microsoft Cloud Services or provide any Subscription Support Services as described in these Service Specific Conditions until such time as it has received and accepted an Order signed by the Customer and processed the details as required by Microsoft to satisfy the acceptance of a Microsoft Customer Agreement by the Customer.

1.1.3. Each purchase of a new Subscription will be an agreed Change for the purposes of this Agreement and will have its own Start Date, which will be the date that the new Subscription is created and activated by Wavenet within the Microsoft environment.

1.1.4. The accompanying Subscription Support Services will commence on the Start Date of the connected Subscription.

1.2. Microsoft Auto Renew Period

1.2.1. During the Term Subscriptions and Subscription Support Services will automatically renew at the end of the relevant Microsoft Auto Renew Period for the Subscription, unless cancelled by the Customer in accordance with paragraphs 1.2.5 and/or 1.2.6 or unless otherwise agreed in writing between the parties. Each renewal of a Subscription will be for a further Microsoft Auto Renew Period, as applicable to that Subscription. Upon receipt of the Customer’s request in writing under paragraph 1.2.5.1 for any cancellation, Wavenet will process the cancellation of the renewal for the relevant Subscription by updating the Subscription through its Microsoft CSP Program portal to take effect at the end of the current relevant Microsoft Auto Renew Period, unless otherwise agreed in writing with the Customer. Where the Customer submits its request for a cancellation under paragraph 1.2.5.2, the Customer’s cancellation will become effective at the time that the relevant submission is accepted through the portal.

1.2.2. Subject to paragraphs 1.2.4 and 1.2.5, a Licence Based Subscription purchased via the Microsoft CSP Program may be changed from time to time by increasing or decreasing the number of licences relevant to that Subscription and/or by adding or removing any Add-On services. Any such Changes to the relevant number of licences under a Licence Based Subscription and any Changes to Add-Ons will commence on the date of activation of the relevant Change within the Microsoft environment and will expire at the end of the relevant Microsoft Auto Renew Period for the relevant Subscription. Where the Customer submits its request for a Change under paragraph 1.2.5.1, Wavenet will process the Change promptly and in any event within 14 (fourteen) days of such request. Where the Customer submits its request for a Change under paragraph 1.2.5.2, the relevant Change will become effective at the time that the relevant submission is accepted through the portal.

1.2.3. The Customer may cancel a Subscription or reduce the number of licences applicable to a Subscription at any time after the Initial Term for the relevant Subscription, during the Microsoft Auto Renew Period, provided that:

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- 1.2.3.1.a refund will only be provided to the extent expressly provided for in the Program Guide for the relevant Subscription; and
- 1.2.3.2.an “early termination charge”, meaning fees due from Customer in the event of cancellation of a Subscription before the end of the relevant Microsoft Auto Renew Period, may be applied as set out in the Program Guide from time to time.
- 1.2.4.All requests for Changes to Subscriptions and/or for cancellation of any Subscriptions under paragraph 1.2.2 or 1.2.3 during the relevant Microsoft Auto Renew Period for that Subscription must be:
- 1.2.4.1.submitted in writing by the Customer to Wavenet , which in the case of a request for cancellation under paragraph 1.2.1 shall be not less than 14 (fourteen) days before the end of the current relevant Microsoft Auto Renew Period or
- 1.2.4.2.where made available by Wavenet from time to time, submitted through a relevant online portal and are subject to approval by Wavenet (such approval not to be unreasonably withheld or delayed) and Microsoft.
- 1.2.5. The Customer may cancel a Subscription or reduce the number of licences applicable to a Subscription within the first 72 (seventy-two) hours of purchase through the New Commerce Experience and receive a pro-rated refund. After 72 (seventy-two) hours of purchase of the Subscription or licences applicable to a Subscription, no cancellation or refund is available and the Customer will be liable for the Charges for the remainder of the Initial Term.
- 1.2.6.The Customer may increase the licences applicable to a Subscription through the New Commerce Experience at any time during the Initial Term with billing adjustments reflected on the next invoice. If the Customer does increase the licences during the Initial Term, then it can only cancel or reduce these licences within the first 72 (seventy two) hours of purchase through the New Commerce Experience, and obtain a pro-rated refund. After 72 (seventy-two) hours of purchase, no cancellation or refund is available and the Customer will be liable for the Charges for the remainder of the Initial Term.
- 1.2.7.Any requests to increase or decrease the licences applicable to a Subscription or to cancel a Subscription that has been purchased through the New Commerce Experience shall be logged via Wavenet’s service desk during Normal Working Hours.
- 1.3. **Microsoft Customer Agreements**
- 1.3.1.The Customer acknowledges and agrees that the Customer’s purchase and use of the Microsoft Cloud Services are subject to the Customer agreeing to comply with the Microsoft Customer Agreement relevant to the Subscription and relevant to the country where the Microsoft Cloud Services are provided. By entering into this Agreement , the Customer is deemed to have accepted and be bound by the Microsoft Customer Agreement and that Microsoft shall be entitled to enforce the Microsoft Customer Agreement directly against the Customer and to rely upon this Contract pursuant to The Contracts (Rights of Third Parties) Act 1999 notwithstanding any provision to the contrary in the Agreement. The Customer further acknowledges and agrees that Microsoft (and not Wavenet) is liable to the Customer for the provision of the Microsoft Cloud Services. The Microsoft Customer Agreement in force on the Start Date or Renewal Date (as applicable) will remain in force for the period of that Subscription. The Microsoft Customer Agreements can be found at:
<https://www.microsoft.com/licensing/docs/customeragreement>. If Microsoft updates the Microsoft Customer Agreement then the Customer accepts the new Microsoft Customer Agreement as applicable on the relevant renewal of the Subscription.
- 1.3.2.The Customer acknowledges and agrees that any personal data (in accordance with the Microsoft Privacy Statement) provided to Microsoft in connection with the Microsoft Cloud Services (or otherwise processed as part of the Microsoft Cloud Services) will be processed by Microsoft in accordance with the Microsoft Privacy Statement in force on the Start Date or Renewal Date (as applicable). This statement can be found at:
<https://privacy.microsoft.com/en-gb/privacystatement>.
- 1.4. **Subscription Support Services**
- 1.4.1.Wavenet will perform relevant Subscription Support Services associated with the purchase, activation and support of Subscriptions. Those Services may be performed by Wavenet through a Microsoft CSP program portal or New Commerce Experience or such other processes or tools

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identified by Microsoft in the Microsoft Program Guide or as otherwise agreed between Wavenet and Microsoft from time to time. The Subscription Support Services will include basic account set-up, accounts and billing services, and triage prior to escalation to the Vendor.

1.4.2. Where requested by the Customer in accordance with paragraph 1.2.1 and/or 1.2.3, Wavenet will request any Subscription Changes to Microsoft on behalf of the Customer. There is no guarantee that Microsoft will approve any such changes or additions. Wavenet does not commit to any additional Subscriptions or Changes to Subscriptions requested by the Customer but not approved by Microsoft.

1.4.3. Wavenet will investigate errors reported by the Customer where the standard method of performing an administrative or user function in respect of a Subscription does not operate as expected or produces an error which cannot be resolved by the Customer. For the avoidance of doubt the Microsoft Cloud Services and Subscription Support Services do not include requests for basic product training or technical consulting.

1.4.4. Subscription Support Requests

1.4.4.1. Wavenet will respond to a Subscription Support Request within the Subscription Support Request Times below, unless otherwise set out in the Order.

1.4.4.2. Table 1: Subscription Support Request Times

Request Type	Response Time
Errors	2 Normal Working Hours
Urgent Query	1 Business Day
Standard Query	2 Business Day

1.4.4.3. Where assistance from Microsoft is deemed by Wavenet to be required, Wavenet will raise and manage a support ticket with Microsoft on behalf of the Customer.

1.4.4.4. Wavenet is not liable and has no control over or obligations in respect of Microsoft's performance in investigating or resolving any errors or issues raised in respect of the Subscriptions.

1.4.4.5. To the extent that Microsoft passes to Wavenet any compensation or damages due to the Customer under the Microsoft Customer Agreements, Wavenet will promptly pass such amount to the Customer.

1.5. Customer Obligations and Service Dependencies

1.5.1. The Customer is responsible for accepting and complying with the Microsoft Customer Agreements in accordance with paragraph 1.3.

1.5.2. The Customer shall ensure that the Subscriptions (and the relevant Microsoft online services applicable to such Subscriptions) are not used in any way that may breach the Microsoft Customer Agreement or infringe the rights of any person whether in statute or common law.

1.5.3. The Customer will provide suitably qualified and/or experienced personnel with whom Wavenet can liaise for the purposes of facilitating the Microsoft Cloud Services and providing the Subscription Support Services.

1.5.4. Unless otherwise expressly provided for in this Agreement as a Wavenet responsibility in respect of any managed Services the Customer remains responsible for all management of the online services, including but not limited to any design, configuration and management of such services (managing changes, events, problems and/or incidents) and the security and firewalls of the Customer's communications links, equipment, software, services and processes.

1.5.5. The Customer is solely responsible for the content of all Customer data and such data remains the responsibility of the Customer at all times. Wavenet does not and will not assume any obligations with respect to Customer data or to the Customer's use of the Subscriptions other than as expressly provided for in this Agreement or as required by Applicable Law.

1.6. Exclusions and Limitations

1.6.1. The Microsoft Cloud Services and Subscription Support Services in these Service Specific Conditions do not include any Services required due to problems caused by accident, abuse or use of the Microsoft Cloud Services by the Customer in a manner that is inconsistent with these Service Specific Conditions.

1.6.2. In no event will Wavenet be liable for loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary

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damages, or damages for loss of use, lost profits, revenues, business interruption, or loss of business information, however caused or on any theory of liability arising from the Customer's use of the Microsoft Cloud Services and Subscription Support Services.

- 1.6.3. Wavenet shall not be obligated to facilitate or to continue to facilitate any Microsoft Cloud Services or provide any Subscription Support Services during the Term if Microsoft, in its sole discretion, has discontinued or otherwise removed any such services from the services it offers.
- 1.6.4. Unless applicable law requires otherwise and without prejudice to paragraph 1.3, the only remedy that Wavenet will have against Microsoft and therefore that the Customer will have against Wavenet for anything related to the Microsoft Cloud Services is to obtain direct damages from Microsoft up to the amount actually paid by Wavenet to Microsoft during the prior one-year period for the relevant Microsoft Cloud Services, minus any amounts paid by Microsoft during that same period for any prior liability to the Customer. The Customer may not recover any other damages from Wavenet or Microsoft, including loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for lost profits, revenues, business interruption, or loss of business information, even if Wavenet and/or Microsoft knew they were possible. The limitations in this paragraph 1.6.4 apply to (i) anything related to the Subscriptions; and (ii) claims for breach of contract, breach of warranty, strict liability, negligence or other tort to the extent permitted by Applicable Law. It also applies even if Customer is not fully compensated for any losses, or Wavenet and/or Microsoft knew or should have known about the possibility of damages. The limitations in this paragraph 1.6.4, do not apply to claims for non-payment, fraud, breach of confidentiality, defence of infringement claims or third party claims. Wavenet's (and Microsoft's) liability for loss or damage of any kind (including loss or damage caused by negligence) is reduced to the extent that the Customer (or its agents) caused or contributed to that loss or damage.

1.7. **Charges**

- 1.7.1. The initial Charges for the Microsoft Cloud Services are as identified in the Order.
- 1.7.2. Subject to paragraphs 1.7.1 and 1.7.3, Wavenet shall charge the Customer for the Microsoft Cloud Services in accordance with

the Active Price List. The Charges for the Subscriptions may be changed by Microsoft without notice notwithstanding anything in this Agreement or the Microsoft Customer Agreement to the contrary.

- 1.7.3. Where any percentage discount or other percentage adjustment to the Active Price List has been agreed between the parties and is identified on the Order, such percentage adjustment shall be applied by Wavenet to the Charges accordingly (either as a one-off adjustment or a continuing percentage adjustment, as applicable).
- 1.7.4. The Charges for each renewal of Subscriptions will be in accordance with the Active Price List in effect on the relevant Renewal Date.
- 1.7.5. The Charges for the Licence Based Subscriptions are invoiced by Wavenet monthly in advance, with the first invoice issued by Wavenet on or around the Start Date and monthly thereafter.
- 1.7.6. The Charges for Licence Based Subscriptions will be increased in the event of any increase in the number of licences applicable to a relevant Subscription agreed in accordance with paragraph 1.2.3 according to the price valid on the Active Price List as at the Start Date or the Renewal Date of the relevant Subscription. The Charges for Licence based Subscriptions may be reduced in the event of any decrease in the number of licences applicable to a relevant Subscription being agreed in accordance with paragraph 1.2.4, subject always to paragraph 1.2.4.
- 1.7.7. The Charges for Usage Based Subscriptions are invoiced monthly in arrears.
- 1.7.8. Any additional or remedial Services necessary as a result of any failure of the Customer to provide the relevant Customer obligations, including but not limited to those obligations set out in paragraph 1.5, will be regarded as additional Services and subject to additional Charges to be invoiced in accordance with the Wavenet's standard prevailing charges from time to time.

1.8 **MICROSOFT SELF SERVICE PORTAL**

- 1.8.1 The Customer may use the Self-Service Portal to purchase MS Licenses, subject to the relevant Wavenet terms and conditions, and the Charges for such MS Licenses will be invoiced to the Customer by Wavenet in the Customer's next invoice following an order for such MS Licenses and shall be in relation to the specified term of such MS Licenses which may exceed the Initial Term and/or Renewal Period of the Agreement.

2. **CITRIX CLOUD SERVICES**

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2.1. **Start Date**

- 2.1.1. The Start Date will be the date that the subscription for the Citrix Product is first created and activated by Wavenet within the Citrix environment.
- 2.1.2. Each purchase of a new Citrix Product shall have its own Start Date, which will be the date that the new Citrix Product is created and activated by Wavenet within the Citrix environment.
- 2.1.3. The accompanying Citrix Support Services will commence on the Start Date of the connected Citrix Product.

2.2. **Term and Renewal**

- 2.2.1. The Fixed Term for the Citrix Cloud Services shall be as set out in the Order, or if no Fixed Term is specified, twelve (12) calendar months from the Start Date.
- 2.2.2. Citrix reserves the right to terminate any licences to use the Citrix Products at any time without cause. In the event of any termination by Citrix of Wavenet's and/or Customer's right to use the Citrix Products, Wavenet shall (without liability to the Customer) be entitled to terminate the Cloud Citrix Services under these Service Specific Conditions on not less than 45 (forty-five) days' notice in writing to the Customer. Upon termination or expiry of the Citrix Cloud Services, all licences for the Citrix Products subject to this Contract shall immediately terminate.
- 2.2.3. Citrix Products will not be automatically renewed at the end of the Fixed Term by Wavenet. Any renewal of the Citrix Products is a Customer responsibility. Wavenet will only action a renewal on behalf of the Customer in accordance with a new contract entered into using a new agreement and subject to the terms of that new contract.
- 2.2.4. Subject to paragraph 2.2.5, a Citrix Product may be Changed from time to time by increasing (but not decreasing) the number of licences relevant to that Citrix Product. Any such additions to the relevant number of licences under a Citrix Product will commence on the date of activation of the relevant Change within the Citrix environment and will expire at the end of the Fixed Term for the relevant Citrix Product.
- 2.2.5. All requests for Changes to Citrix Products under paragraph 2.2.4 must be submitted in writing by the Customer to Wavenet (or, where made available by Wavenet from time to time through a relevant online portal) and are subject to approval by Wavenet (such

approval not to be unreasonably withheld or delayed) and Citrix.

- 2.2.6. The Customer may not decrease the number of End User licences for a Citrix Product during the Fixed Term, but may reduce the number of licences in respect of a Citrix Product at the time of renewal for the Citrix Product in accordance with paragraph 2.2.2, which renewal may be for a reduced number of licences for the relevant Citrix Product, subject always to paragraph 2.2.7.
- 2.2.7. Unless otherwise stated in the Order, the minimum number of licences for each Citrix Product at any time is 25 (twenty five) user licences. The Customer may choose user and/or device licences for certain Citrix Products, provided that where both types of licence are required, the specified minimum number of both user and device licences is required (i.e. 25 (twenty-five) or such other stated number of each, unless otherwise agreed in writing).

2.3. **Citrix Licence Terms and Citrix End User Services Agreement**

- 2.3.1. Wavenet shall make available the Citrix Products to the Customer in accordance with the terms of this Agreement (including the Citrix licence terms set out in paragraph 2.9 to these Service Specific Conditions). The Customer acknowledges that Wavenet is not responsible for the Citrix Products and has no control over and does not guarantee the quality, safety or legality of the Citrix Products or the truth or accuracy of any specifications or listings of the Citrix Products provided by Citrix.
- 2.3.2. The Customer acknowledges and agrees that the Customer's purchase and use of the Citrix Cloud Services are subject to the terms of this Agreement (including but not limited to the Citrix licence terms set out in paragraph 2.9 to these Service Specific Conditions) together with the terms of the Citrix End User Services Agreement relevant to the country where the Citrix Cloud Services are provided. The Customer agrees to comply with and be bound by all such terms and to be responsible for the use by its End Users of the Citrix Cloud Services and their compliance with all such terms and the Customer shall indemnify Wavenet accordingly for any liability of Wavenet to Citrix arising from any breach of such terms by the Customer or its End Users.
- 2.3.3. The Citrix End User Services Agreement in force on the Start Date will remain in force for the period of that Citrix Product. The Citrix End User Services Agreements can be found

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at:

<https://www.citrix.com/buy/licensing/agreements.html>.

2.3.4. If Citrix updates the Citrix End User Services Agreement then the Customer accepts the new Citrix End User Services Agreement and agrees to comply with and be bound by such terms on the relevant date of any agreed renewal of the Citrix Product in accordance with paragraph 2.2.2.

2.4. **Citrix Support Services**

2.4.1. Set-Up and Transition

2.4.1.1. Wavenet and the Customer shall develop a plan and timetable for the agreed set-up and transitional work for the commencement of the delivery of the Citrix Cloud Services.

2.4.1.2. No changes shall be made to the set-up and transitional work and timetable unless agreed by both parties in writing.

2.4.1.3. The parties shall provide each other with such co-operation and assistance as may be reasonably required in order to help ensure that the set-up and transitional work is completed swiftly and effectively.

2.4.2. General

2.4.2.1. Where requested by the Customer in accordance with paragraph 2.2.5, Wavenet will request any additions to the Citrix Products from Citrix on behalf of the Customer. The Customer acknowledges that there is no guarantee that Citrix will approve any such additions. Wavenet does not commit to provide any such additional Citrix Products or additional licences for the Citrix Products not approved by Citrix.

2.4.2.2. Wavenet will investigate errors reported by the Customer where the standard method of performing an administrative or user function in respect of a Citrix Product does not operate as expected or produces an error that cannot be resolved by the Customer.

2.4.2.3. Where Technical Support from Citrix is deemed by Wavenet to be required, Wavenet will raise and manage a support ticket with Citrix.

2.4.2.4. Wavenet is not responsible for and has no control over or obligations in respect of Citrix's performance in investigating or resolving any errors or issues raised in respect of the Citrix Products. The

Customer acknowledges and agrees that Citrix does not and Wavenet cannot undertake or guarantee that every question, issue, fault or problem raised by Wavenet with Citrix will be resolved or resolved in a certain amount of time.

2.4.2.5. To the extent permitted by law, Citrix's and Wavenet's entire liability and the Customer's exclusive remedy in respect of any Technical Support and/or Citrix Support Services is a re-performance of the Technical Support and/or the Citrix Support Services. The Customer acknowledges and agrees that any Technical Support provided by Citrix is provided to Wavenet and that Citrix does not have any direct obligations to the Customer in respect of Technical Support. The Customer agrees that it is expressly restricted from raising any requests or claims directly against Citrix for Technical Support or for any other support services relating to the Citrix Products and indemnifies Wavenet for any attempts to do so.

2.4.2.6. The Citrix Cloud Services do not include product training or technical consulting.

2.5. **Citrix Management Services**

2.5.1. Where Citrix Management Services are identified as being provided by Wavenet in the Order, Wavenet will perform updates to the Virtual Delivery Agent ("VDA") that is required for every master image in the Customer's environment, which is the component that enables the Customer's servers for user sessions and communicates with the Citrix cloud connector agent software for session brokering functions and ensures that all servers in an environment are identical, and that there are no version differences between them. Such updates will be performed as a Standard Change in accordance with the Change Management process periodically (normally every 2-4 months, when Citrix will update the VDA to fix bugs and add new features and functionality).

2.5.2. To the extent permitted by law, the Wavenet's entire liability and the Customer's exclusive remedy in respect of any Citrix Management Services is a re-performance of the Citrix Management Services.

2.6. **Exclusions**

2.6.1. The Citrix Cloud Services in these Service Specific Conditions do not include any

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Services required due to problems caused by accident, abuse or use of the Citrix Cloud Services by the Customer in a manner that is inconsistent with these Service Specific Conditions or the Citrix Licence Terms and Citrix End User Services Agreement referred to in paragraph 2.3.

- 2.6.2. Wavenet does not represent or warrant that (i) the use of the Citrix Products will be timely, uninterrupted or error free, or operate in combination with any other hardware, software, system or data, (ii) the Citrix Products will meet the Customer's requirements or expectations, or (iii) all errors or defects will be corrected. Wavenet's entire liability and the Customer's exclusive remedy under this warranty will be, at Wavenet's sole option and subject to applicable law to provide replacement conforming products or services, including replacement components as required, or to terminate the non-conforming Citrix Cloud Services offering, and provide a pro-rated refund of any prepaid fees for the period from the non-conformance through to the end of the Term.
- 2.6.3. Wavenet shall not be obligated to provide or to continue to provide any Citrix Cloud Services during the Term if Citrix, in its sole discretion, has discontinued, suspended or otherwise removed any such services, products and/or software from the services, products and/or software it offers.
- 2.6.4. The Citrix Cloud Services shall not include any connectivity services and/or any storage and processing of the Customer's or its licensors' data or applications.

2.7. **Customer Obligations**

- 2.7.1. The Customer acknowledges and agrees that the Citrix Cloud Services are provided subject to the Customer agreeing to comply with the terms of this Contract and the Citrix End User Services Agreement in accordance with paragraph 2.3.
- 2.7.2. The Customer is responsible for ensuring that the Citrix Products are not used in any way that may breach the terms of this Agreement or the Citrix End User Services Agreement referred to in paragraph 2.3 or infringe the rights of any person whether in statute or common law.
- 2.7.3. The Customer will provide suitably qualified and/or experienced personnel with whom Wavenet can liaise for the purposes of providing Citrix Cloud Services.
- 2.7.4. The Customer is solely responsible for the content of all Customer data and such data

remains the responsibility of the Customer at all times. Wavenet does not and shall not assume any obligations with respect to Customer data or to the Customer's use of the Citrix Cloud Services other than as expressly provided for in this Agreement or as required by Applicable Law.

2.8. **Charges**

- 2.8.1. The initial Charges for the Citrix Cloud Services are as identified in the Order. Citrix Products are charged according to the requested number of licences for the Citrix Product, regardless of actual product usage.
- 2.8.2. The Charges for any renewal of the Citrix Products will be as agreed between the parties in accordance with paragraph 2.2.2.
- 2.8.3. Unless otherwise provided in the Order, the Charges for the Citrix Cloud Services are invoiced by Wavenet monthly in advance, with the first invoice issued by Wavenet on or around the Start Date and monthly thereafter. In the event of the Customer's default under any monthly payment of the Charges for the Citrix Cloud Services, and should such default continue for a period of 30 (thirty) days, then any and all remaining Charges for the Citrix Products for the Fixed Term shall become immediately due and payable by the Customer.
- 2.8.4. The Charges for the Citrix Products will be increased in the event of any increase in the number of licences applicable to a relevant Citrix Product agreed in accordance with paragraph 2.2.4, according to the relevant price agreed by the parties as at the date of the relevant increase to the existing Citrix Product.
- 2.8.5. In the event of termination of this Agreement due to the Customer's material breach, any and all remaining Charges for the Citrix Cloud Services for the remainder of the Fixed Term shall become immediately due and payable.

2.9. **Citrix Licence Terms**

ALL RIGHTS IN THE CITRIX PRODUCTS NOT EXPRESSLY GRANTED ARE RESERVED BY CITRIX OR ITS LICENSORS. Citrix and its licensors own and retain all title, and ownership of the intellectual property rights in and to the Citrix Products, including any adaptations, modifications, translations, derivative works or copies. The Customer is not permitted to (i) attempt to decompile, disassemble, reverse engineer or otherwise attempt to discern the source code of the Citrix Products and/or the CSP Services; (ii) sell, resell, rent, lease, or distribute the Citrix Products and/or the CSP Services (iii) remove, obscure, or obfuscate any copyright, trademark or other proprietary notice, label or marking

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on the Citrix Products or the CSP Services; or (iv) modify, translate or sublicense the Citrix Products or any portion thereof.

The Customer hereby agrees, that to the extent that any applicable mandatory laws (such as, for example, national laws implementing EC Directive 2009/24/EC on the Legal Protection of Computer Programs) gives the Customer the right to perform any of the aforementioned activities without the consent of Citrix to gain certain information about the Citrix Products, before the Customer exercises any such rights, the Customer shall first request such information from Citrix, notifying Wavenet, in writing detailing the purpose for which the Customer needs the information. Only if and after Citrix, at its sole discretion, partly or completely denies the Customer's request, shall the Customer exercise its statutory rights.

The Customer shall promptly notify Wavenet in writing upon discovery of any unauthorised use of the Citrix Products and/or Support Services or of any infringement of a Citrix patent, copyright, trademark or other intellectual property rights with respect thereto. Citrix shall have the sole and exclusive right to bring an infringement action or proceeding against a third party, and, in the event that Citrix brings such an action or proceeding, the Customer shall cooperate and provide full information and assistance to Citrix and Citrix's counsel in connection with any such action or proceeding.

Citrix warrants that, for a period of ninety (90) days from the date of delivery of the Citrix Products to Wavenet, the Citrix Products will perform substantially in accordance with the Citrix Products' documentation published by Citrix and included with the Citrix Products. Citrix and Wavenet's entire liability and the Customer's exclusive remedy under this Agreement (which is subject to the Customer returning the Citrix Products to Citrix or a Citrix Authorized CSP Distributor) will be, at the sole option of Citrix and subject to applicable law, (1) to replace the Citrix Products or (2) terminate the Citrix Product licences that do not conform to this warranty and terminate this Contract if no other Citrix Products are being licensed by Wavenet.

TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR THE ABOVE LIMITED WARRANTY FOR CITRIX PRODUCTS AND SUPPORT SERVICES, CITRIX AND WAVENET MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND CITRIX AND ITS SUPPLIERS SPECIFICALLY DISCLAIM WITH RESPECT TO CITRIX PRODUCTS, SUBSCRIPTION, AND SUPPORT SERVICES ANY CONDITIONS OF QUALITY, AVAILABILITY, RELIABILITY, SECURITY, LACK OF VIRUSES, BUGS, OR ERRORS, AND ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR

PURPOSE. THE CITRIX PRODUCTS AND SUPPORT SERVICES ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR DISTRIBUTION WITH ANY EQUIPMENT THE FAILURE OF WHICH COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. THE CUSTOMER ASSUMES THE RESPONSIBILITY FOR THE SELECTION OF THE CITRIX PRODUCTS AND HARDWARE TO ACHIEVE THE CUSTOMER'S INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE CITRIX PRODUCTS AND HARDWARE.

The Customer agrees that it will not export, re-export, or import the Citrix Products in any form without the appropriate U.S. government licenses. The Customer understands that under no circumstances may the Citrix Products be exported to any country subject to U.S. embargo or to U.S.-designated denied persons or prohibited entities or U.S. specially designated nationals. THE CUSTOMER AGREES THAT NEITHER CITRIX NOR ITS AFFILIATES, SUPPLIERS, OR CITRIX AUTHORIZED CSP DISTRIBUTORS SHALL BE LIABLE FOR ANY LOSS OF DATA OR PRIVACY, LOSS OF INCOME, LOSS OF OPPORTUNITY OR PROFITS, COST OF RECOVERY, LOSS ARISING FROM THE USE OF THE CITRIX PRODUCTS OR SUPPORT SERVICES, OR DAMAGE ARISING FROM THE CUSTOMER'S PARTICIPATION IN HOSTING OR USE OF THIRD PARTY PRODUCTS OR HARDWARE OR ANY OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; OR THE USE OF THE CITRIX PRODUCTS OR SUPPORT SERVICES, REFERENCE MATERIALS, OR ACCOMPANYING DOCUMENTATION; OR THE CUSTOMER'S EXPORTATION, RE-EXPORTATION, OR IMPORTATION OF THE CITRIX PRODUCTS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF CITRIX, ITS AFFILIATES, SUPPLIERS, OR CITRIX AUTHORIZED CSP DISTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE LIABILITY OF CITRIX, ITS AFFILIATES, SUPPLIERS, OR CITRIX AUTHORIZED CSP DISTRIBUTORS EXCEED THE AMOUNT PAID IN THE PRECEDING TWELVE (12) MONTHS FOR THE CITRIX PRODUCTS AND/OR SUPPORT SERVICES AT ISSUE. THE CUSTOMER ACKNOWLEDGES THAT THE LICENSE OR SUPPORT SERVICES FEE REFLECTS THIS ALLOCATION OF RISK. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE CUSTOMER.

Citrix agrees to deal with any personal data relevant to Customers users in accordance with applicable data protection laws and regulations and the Citrix privacy policy available on www.citrix.com. Customer acknowledges that Citrix may use such personal data

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(and other data) and provide it to third parties only in connection with the provision of Citrix products and services to Customer. Customer agrees to obtain any necessary consents from Customer's users for the above purposes.

Citrix does not represent or warrant that (i) the use of the Citrix Products will be timely, uninterrupted or error free, or operate in combination with any other hardware, software, system or data, (ii) Citrix Products will meet CSP's requirements or expectations, or (iii) all errors or defects will be corrected. Citrix's entire liability and Customer's exclusive remedy under this warranty will be, at Citrix's sole option and subject to applicable law to provide conforming Citrix Product services, including replacement components as required, or to terminate the non-conforming SaaS offering, and provide a pro-rated refund of any prepaid fees from the period of non-conformance through the end of the remaining term.

Following notice of any allegation that a Citrix Product infringes upon any patent, copyright or trade secret of any third party (an "Infringement Claim"), or if Citrix believes such a claim is likely, Citrix may at its sole expense and option: (i) procure for CSP the right to continue to market, use and have others use, the alleged infringing SaaS offering; (ii) replace or modify the SaaS offering to make it non-infringing; or if neither of the foregoing is possible or commercially practicable, or (iii) cancel access to such SaaS offering and refund to CSP any prepaid, but unused fees.

Citrix assumes no liability for any Infringement Claims or allegations of infringement based on: (i) any use of any Citrix Product after notice that use of such Citrix Product should cease due to an Infringement Claim; (ii) any modification of the Product by the Customer or at the Customer's direction; or (iii) the Customer combination of the Citrix Product with non-Citrix hardware, software, services, data or other content or materials, if such Infringement Claim would have been avoided by the use of the Citrix Product alone.

Any data and information uploaded to, processed, used with or archived in CSP's Citrix SaaS account, by CSP or its End Users shall be deemed CSP Customer Content as described and covered under the Citrix Terms of Service. Citrix has no obligation to maintain Customer Content following expiration of a subscription to the affected SaaS offering. Subject to availability and the applicable Services Description, CSP shall have thirty (30) days to download Customer Content after expiration, and must contact Citrix technical support for download access and instructions. Notwithstanding anything in the Program Guide, or the Agreement to the contrary, this paragraph expresses the entirety of Citrix's obligations with respect to Customer Content.

3. END USER DESK SERVICES

3.1. End User Services

3.1.1. Service Desk

3.1.1.1. Wavenet will provide a Service Desk during the Service Desk Hours as a single point of contact for the End Users for raising, recording and managing Service Requests and Incident Notifications in relation to the Supported Equipment and Supported Software. The Service Desk will be shared between the Customer and other customers of Wavenet.

3.1.1.2. An End User may at any time during the Service Desk Hours raise an Incident Notification and/or a Service Request with the Service Desk either by telephone and/or a Web Portal as directed by Wavenet from time to time.

3.1.1.3. When an End User contacts the Service Desk, Wavenet will:

- (a) follow an authorisation process to validate the identity of the End User and the rights of each such End User in relation to Service Requests and Incident Notifications;
- (b) record all Incident Notifications and Service Requests that have been made in accordance with paragraph 3.1.1.2 as Tickets;
- (c) update the status and record the progress of Tickets; and
- (d) provide system generated e-mails to confirm the progress and status of Tickets to End Users.

3.1.1.4. Wavenet will unless otherwise agreed in writing by the parties and/or in the SOM, ensure that the Tickets raised capture the following information:

- (a) a unique Ticket identification reference number or code, which shall be confirmed via email or the Web Portal (in the case of system-generated alerts);
- (b) the relevant asset ID, which shall identify the asset model and description, and/or other relevant asset details as applicable;
- (c) the relevant asset location/site, if applicable;
- (d) relevant End User contact details;
- (e) a description of the Incident or Service Request to the level of detail agreed between the parties;
- (f) a general Ticket category or classification heading (for example 'hardware fault'); and
- (g) the relevant Resolution and/or closure details for the Incident or Service Request.

3.1.1.5. Wavenet will manage End Users designated as Priority Users in accordance with any additional procedures for Priority Users as agreed

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- by the parties in writing and set out in the SOM.
- 3.1.1.6. Wavenet will close all Tickets five (5) days after the Ticket has been Resolved (or otherwise closed in accordance with agreed procedures as set out in the SOM). End Users will be notified via an automated closure e-mail.
- 3.1.1.7. Wavenet will provide a complaints procedure for the escalation of Tickets and issues by the End User with Wavenet, such process to be agreed between the Customer and Wavenet in writing and set out in the SOM.
- 3.1.2. Incident Management
- 3.1.2.1. Wavenet will:
- (a) provide First Contact Resolution where possible in accordance with the resolvable list (if any) agreed by the parties in writing and set out in the SOM;
 - (b) assign all Tickets that have not been Resolved by First Contact Resolution to the relevant Resolution Group;
 - (c) where Wavenet is the relevant Resolution Group use all reasonable endeavours to correctly diagnose and take steps to resolve Incidents in accordance with Service Specific Conditions for Supporting Services);
 - (d) liaise with Third Party Resolution Groups, where appropriate; and
 - (e) endeavour to provide regular updates in relation to Incidents, as reasonably agreed with the Customer.
- 3.1.2.2. Where multiple Incidents are received, which are believed to be part of the same single Incident, the Service Desk will link those multiple Incidents to the associated primary Incident record.
- 3.1.3. Request Fulfilment
- 3.1.3.1. Wavenet will:
- (a) agree a standard Request Catalogue with the Customer to be set out in the SOM;
 - (b) fulfil standard Service Requests that are covered by the Request Catalogue, in accordance with the requirements of the Service Catalogue and any agreed procedures set out in the SOM;
 - (c) validate Service Requests in accordance with Wavenet's policies set out within the SOM;
 - (d) agree with the Customer a list of authorised Customer personnel who shall approve each Service Request type as detailed in the SOM;
 - (e) advise the End User on the scheduled expected delivery times in respect of
- a Service Request where appropriate; and
- (f) contact the Third Party Resolution Group, where relevant, to facilitate the Third Party Resolution Group's fulfilment of a Service Request.
- 3.1.3.2. Non-standard Service Requests will be reviewed by Wavenet on a case-by-case basis. Any associated Charges and scope of services in relation to a Non-standard Service Requests shall be agreed between the Customer and Wavenet.
- 3.1.3.3. In the event that the Customer cancels a planned Service Request following acceptance of the Service Request by Wavenet, Wavenet will notify the Customer in writing of any additional costs incurred by Wavenet resulting from the cancellation of the Service Request, detailing elements such as additional equipment that has been purchased by Wavenet or resource that has already been utilised in relation to the cancelled Service Request. Wavenet may pass on any such applicable costs to the Customer in relation to a cancelled Service Request. Wavenet will document in the monthly Service report where a cancellation has created additional costs or workload for Wavenet.
- 3.1.4. Third Party Resolution Group Ticket Management
- 3.1.4.1. Where an Incident is identified that requires a Third Party Resolution Group, Wavenet will inform the End User of such and place the Ticket in the relevant Third Party Resolution Group queue.
- 3.1.4.2. Wavenet will assign Tickets to the agreed Third Party Resolution Group for those matters and issues agreed by the parties in writing and specified in the SOM.
- 3.1.4.3. Wavenet will provide regular updates on the progress of the relevant Incident or Service Request from the Third Party Resolution Group to the End User to the extent that the Third Party Resolution Group updates Wavenet in accordance with the procedures set out in the SOM.
- 3.2. **Web Portal**
- 3.2.1. Wavenet grants to the Customer a non-exclusive, non-transferable, revocable licence for the Customer and up to the maximum number of its End Users as set out in the Order End Users to use the Web Portal and

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the related documentation for the Customer's internal business purposes only in order to benefit from the End User Services. To the fullest extent permitted by law, all terms, conditions and warranties (whether implied by law or otherwise) in relation to the condition or performance of the Web Portal are excluded.

3.2.2. All End Users will be required to provide relevant registration details to be agreed between Wavenet and the Customer in writing, which will be a minimum of the End User's full name and email address, and all End Users will be required to agree to Wavenet's acceptable use terms and conditions for the Web Portal, as published by Wavenet from time to time. The Customer acknowledges and accepts that if the End User does not provide this information and does not agree to the acceptable use terms and conditions then the End User will not be able to connect to the Web Portal.

3.3. **Customer Obligations**

3.3.1. The Customer is responsible for ensuring that End Users are properly trained to use the Supported Equipment and Supported Software, are aware of the available communication channels into the Service Desk and make use of any preferred web forms or other templates for raising Tickets and/or relevant contact numbers provided by Wavenet. The Customer will, where requested to do so from time to time by Wavenet:

3.3.1.1. publish and promote to all End Users the use of Wavenet's specified communication channels and contact numbers (internal and external); and

3.3.1.2. publish an agreed summary of the service levels to assist in setting End User expectations and to increase awareness of the scope of the End User Services across its business.

3.3.2. In respect of the management of Service Requests, the Customer is responsible for:

3.3.2.1. providing Wavenet with a list of a list of Customer personnel who are authorised approvers for Service Requests; and

3.3.2.2. agreeing a standard Request Catalogue, that will then be contained in the SOM.

3.3.3. The Customer will procure that the Third Party Resolution Group:

3.3.3.1. is aware of and agrees to Wavenet's Incident Management and Request Fulfilment processes for Third Party

Resolution Groups as set out in the SOM and interfaces appropriately with those processes;

3.3.3.2. provides Wavenet with details of the Third Party Resolution Group's relevant activities in Resolving Incidents and/or fulfilling Service Requests in a timely manner; and

3.3.3.3. co-operates fully with Wavenet and complies with all reasonable requests of Wavenet.

3.3.4. The Customer will ensure that any End User communication to Third Party Resolution Groups for Tickets must at all times be directed to the Service Desk, unless the Third Party Resolution Group requires direct communication with the End User, in which case the Customer shall procure that the Third Party Resolution Group informs Wavenet of such direct contact.

3.4. **Exclusions**

3.4.1. The End User Services are provided on the basis that the Supported Equipment and Supported Software are all current Vendor supported versions. Where this is not the case, relevant support and the Resolution of Incidents will only be provided on an endeavours basis.

3.4.2. The End User Services do not include Service Requests for product training or technical consulting.

3.4.3. Wavenet shall have no liability to respond to Tickets in any month once the maximum number of Tickets as set out in the Order has been consumed by the Customer.

3.4.4. Wavenet shall have no liability for any failure to provide the End User Services (including failing to meet any service level), to the extent caused by:

3.4.4.1. Incidents and/or Service Requests in respect of any equipment and/or software that is not Supported Equipment or Supported Software;

3.4.4.2. inherent software faults for which there is no available fix or workaround, including those escalated to the applicable Vendor;

3.4.4.3. Incidents caused by use or installation of hardware or software that has not been approved by Wavenet;

3.4.4.4. Incidents caused by use of hardware or software in a manner or environment not consistent with manufacturer's guidelines;

3.4.4.5. Incidents caused by configuration changes not performed by Wavenet;

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- 3.4.4.6. Tickets exceeding the number set out in the Order during the relevant period;
- 3.4.4.7. responsibility for Resolving Incidents and Service Requests where Wavenet (or its approved sub-contractors) are not the Resolution Group or any other act, omission or delay caused by a Third Party Resolution Group;
- 3.4.4.8. Incidents caused by faulty installations or implementations of hardware or software by the Customer or any Third Party Resolution Group;
- 3.4.4.9. any course of action directed or instructed by the Customer, of which Wavenet does not approve as notified by Wavenet in writing to the Customer;
- 3.4.4.10. any delay at the Customer's request;
- 3.4.4.11. Wavenet responding to a Non-standard Service Request;
- 3.4.4.12. the Customer not providing or complying with a Customer obligation; and
- 3.4.4.13. any unavailability of the End User to permit investigation or other progress of the Incident or Service Request.

3.5. **Service Levels**

- 3.5.1. Subject to paragraph 3.7.2, Wavenet will provide the End User Services in accordance with the service levels set out below, which will be measured monthly by Wavenet .
- 3.5.2. Wavenet will provide the End User Services in accordance with any service levels identified as being applicable to End User Services in the Order.
- 3.5.3. Table 1: Service Levels

Ref	Performance Measure	Description	Service Level
1.3.1	Telephone Answering	Percentage of calls answered within 30 seconds during the Service Desk Hours	80%
1.3.2	Call Abandoned	Telephone calls abandoned by the End User before being answered during the Service Desk Hours	<5%
1.3.3	Response to Web Portal	Response to Incident Notifications or Service Requests raised via the Web Portal within 120 minutes during the Service Desk Hours	85%
1.3.4	Password Reset Service Request	Authenticated reset Service Requests completed within 60	90%

		minutes during the Service Desk Hours	
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3.6. **Charges**

- 3.6.1. The Charges are subject to the maximum number of Tickets per month set out in the Order. Wavenet shall have no obligation to respond to Tickets in excess of such maximum number, however if it elects to action those Tickets, Wavenet shall be entitled to charge (and the Customer shall pay) the unit rate per excess Ticket as set out in the Order.
- 3.6.2. Unless otherwise provided in the Order, the Charges for the End User Services are invoiced by Wavenet monthly in advance, with the first invoice issued by Wavenet on or around the Start Date and monthly thereafter.
- 3.6.3. In respect of any usage based Charges, for example, where the number of Tickets exceed the maximum set out in the Order, such amounts will be invoiced by Wavenet monthly in arrears.

4. **DESKTOP MANAGEMENT SERVICES**

4.1. **Services**

- 4.1.1. The Desktop Management Services will be provided from Wavenet's sites.
- 4.1.2. Patch Management
 - 4.1.2.1. Subject to the Customer making available to Wavenet the Patches from the applicable Vendor, where Wavenet is providing Patch Management, as identified in the Order, Wavenet will:
 - (a) provide Patch Management for the Supported Software on the volume of Managed Desktop Equipment identified in the Order;
 - (b) propose an automated Patch management process (the "**Patch Management Process**") consisting of an agreed phase 1 test group that is broadly representative of the - End User base and a phase 2 release to all of the Managed Desktop Equipment with associated timeframes, to be reviewed by the parties during any transition or implementation phase of this Agreement or otherwise as soon as practicable following the Start Date and agreed in writing;
 - (c) implement and manage the deployment of all Patches on a monthly basis in respect of the Supported Software that are identified as 'critical' Patches or 'security' Patches by Microsoft to

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- address security vulnerability, stability, performance and/or functionality issues in accordance with the agreed Patch Management Process; and
- (d) manage the deployment of Patches to the Managed Desktop Equipment in accordance with the Patch Management Process and Change Management process.
- 4.1.2.2. Any changes to the agreed Patch Management Process once it is automated shall be a variation to this Agreement and may incur additional Charges.
- 4.1.2.3. If any concerns are discovered during phase 1 testing, the decision to halt the phase 2 deployment may be made by the Customer and must be notified to Wavenet at the earliest opportunity, to ensure that any impact is not spread to all of the Managed Desktop Equipment.
- 4.1.2.4. As advised by the Vendor, where the release of a Patch is required to resolve a major security breach or to resolve a security incident, the release of the Patch shall be managed as an Emergency Change.
- 4.1.2.5. Wavenet will provide the Patch Management 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.
- 4.1.3. Anti-Virus Management
- 4.1.3.1. Where Wavenet is providing Anti-Virus Management, as identified in the Agreement, Wavenet will:
- (a) do so exclusively in respect of the Managed Desktop Equipment using software determined by Wavenet and reserves the right to change, at its cost, the anti-virus software from time to time at its sole discretion, unless otherwise agreed in the Agreement;
- (b) undertake the following scanning checks of the Managed Desktop Equipment to seek to detect and clean away Viruses and to help protect files from the Viruses found in the Virus Definitions:
- (i) on-access (as files are opened);
- (ii) on-demand (a full scan requested as a Service Request); and/or
- (iii) scheduled (weekly or at such other frequency agreed in the Agreement or in writing by the parties from time to time);
- (c) use reasonable endeavours to help block any Viruses found in the Virus Definitions on detection;
- (d) manage and apply updates to the Virus Definitions;
- (e) perform configuration of the anti-virus software; and
- (f) where a Virus is found, take appropriate and reasonable measures to remove the Virus and recover the Managed Desktop Equipment as far as reasonably possible to its last known good status as identified by Wavenet and notified to the Customer.
- 4.1.3.2. Wavenet is not responsible for any data lost or corrupted or rendered inaccessible from the Managed Desktop Equipment or otherwise as a result of Virus outbreak or infection or caused by misuse of any system or application used on or connected to the Managed Desktop Equipment by End Users or any breach by End Users of any security policy.
- 4.1.3.3. As advised by the Vendor, where updated Virus Definitions are required to resolve a major security breach or to resolve a security incident, the release of the Virus Definitions will be managed as an Emergency Change.
- 4.1.4. Web-Filtering Services
- Where Wavenet is providing Web-Filtering Services, as identified in the Order, Wavenet will:
- 4.1.4.1. do so exclusively in using web-filtering software determined by Wavenet and reserves the right to change, at its cost, the web-filtering software from time to time at its sole discretion, unless otherwise agreed in the Order;
- 4.1.4.2. configure the web-filtering software in accordance with the Customer's instructions to seek to:
- (a) permit access to End Users to permitted websites;
- (b) prevent access to End Users to blocked websites; and
- (c) prevent Viruses from being downloaded or propagated on to the Managed Desktop Equipment; and
- (d) manage End User access to blocked websites as a Service Request in accordance with the Request Fulfilment process.
- 4.1.5. Enhanced Patch Management Services

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Where Wavenet is providing Enhanced Patch Management Services, as identified in the Order, Wavenet will, in addition to providing Patch Management in accordance with paragraph 4.3.2:

4.1.5.1. provide Enhanced Patch Management for the Supported Software on the volume of Managed Desktop Equipment identified in the Order;

4.1.5.2. implement and manage the deployment of all Patches for the Supported Software on a monthly basis to address security vulnerability, stability, performance and/or functionality issues in accordance with the agreed Patch Management Process under paragraph 4.3.2.1(b) and the Change Management process.

4.1.6. Build Management

4.1.6.1. Where Wavenet is providing Build Management Services, as identified in the Order, Wavenet will:

- (a) agree any developments to the specification for the Gold Build Image with the Customer;
- (b) create and maintain 2 (two) standard desktop Operating System builds annually;
- (c) provide 2 (two) core updates per Gold Build Image each Year, to include:
 - (i) a roll-up of all Patches released by Microsoft since the previous update;
 - (ii) 1 (one) new application per core build update, unless specified otherwise in the Order, provided that any such new application shall be provided by the Customer in a compatible format for inclusion in the build; and
 - (iii) End User graphical interface configuration.

4.1.7. The introduction of new types of Managed Desktop Equipment, shall be as per the quantity stated in the Order.

4.1.8. Where Wavenet has agreed to adopt existing Gold Build Images, as identified in the Order, such adoption is subject to Wavenet first satisfying itself that the existing images are built to good practice and are suitable for use by the software and or tooling used by Wavenet to create, maintain and deploy Gold Build Images. Wavenet will notify the Customer within four (4) weeks of the Start Date if it is not satisfied with the existing Gold Build Image and if adoption is therefore not possible.

4.1.9. Desktop Application Packaging

4.1.9.1. Where Wavenet is providing Desktop Application Packaging, as identified in the Order, and the Customer has made a Service Request for application packaging in accordance with paragraph 4.1.9.2, Wavenet will:

- (d) package applications to facilitate reliable operation and deployment as a chargeable activity on an 'as requested' basis in line with the Charges stated in the Order;
- (e) conduct an initial exercise to assess the application requirements and usage for each request to allow a rationalised list of applications to be produced from which the applications to be packaged can be identified, based on relevant criteria (number of installations, business importance, and installation complexity);
- (f) assess the suitability of the chosen applications (and other applications not selected for packaging) for use on the proposed operating system using a Microsoft application compatibility toolkit to help identify if the application has any known issues that may require resolution or make the application unsuitable for packaging;
- (g) perform a technical discovery that will document how the application should be installed and configured for an End User;
- (h) create a file that performs the installation as detailed in the discovery document;
- (i) check each application package for conflicts against both the underlying build and all previously packaged applications and resolve any conflicts where such applications have previously been packaged;
- (j) test the resulting package installation, application launch and uninstall; and
- (k) release the application package to an agreed End User of the Customer for acceptance testing.

4.1.9.2. Each request for Desktop Application Packaging shall be identified on the Service Request as one of the following and shall include:

- (a) Standard application package: for installable media that result in a discrete application being available on a workstation. The package includes the installation of all files, registry entries, shortcuts, ODBC DSNs, etc. required for the application to function. Pre-requisite applications (i.e. those required to be installed in order for another

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application to function correctly) are also subject to the full packaging process, resulting in a separate application package.

- (b) Complex application package: similar to standard packages except that they are deemed by the Customer or as a result of technical discovery to be sufficiently complicated or involved that the packaging effort required will be significantly increased. E.g. numerous/lengthy post-install configurations, overly large media size.
- (c) Shortcut package: to deploy one or more related shortcuts that link to either a network share based executable or an internet/intranet URL. If any shortcut requires other files to be installed, including but not limited to DLL, OCX and ActiveX downloads, in order for the shortcut's target to operate correctly, this will be deemed to be a standard application.
- (d) Session package: to install a file that enables a specific connection to a system via a separately packaged middleware application (e.g. a terminal emulation connection to a specific server, or a Citrix connection to a published application).

4.1.9.3. The quantity of package requests available to the Customer shall be stated in the Order.

4.2. **Customer Obligations**

4.2.1. The Customer will provide or otherwise comply with the obligations set out in this paragraph 4.4.

4.2.2. It is the Customer's responsibility to take adequate copies of locally-stored data and operating and application software, unless otherwise expressly stated in this Agreement as part of the Services provided by Wavenet, such that they may be restored to the Managed Desktop Equipment in the event of loss or corruption.

4.2.3. The Customer shall:

4.2.3.1. at all times operate and maintain the Supported Software and Managed Desktop Equipment in a prudent manner and at all times in accordance with the Vendor's recommendations;

4.2.3.2. operate the Managed Desktop Equipment, Supported Software and maintain data and any databases, in accordance with any Vendor user and operator manuals;

4.2.3.3. ensure timely participation and engagement with the Change

Management process and 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;

4.2.3.4. ensure it has paid for all necessary Vendor support for the Supported Software and promptly make available such support and associated Patches to Wavenet;

4.2.3.5. be responsible for ensuring compliance with the terms of any software licence agreement for Supported Software;

4.2.3.6. be responsible for maintaining the confidentiality of physical access details to the Managed Desktop Equipment; be liable for all loss and damages arising from unauthorised physical access to or use of the Managed Desktop Equipment; and be responsible for designing and implementing its own security policy within the Customer's operations for preventing such occurrences;

4.2.3.7. 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

4.2.3.8. unless otherwise expressly stated in this Agreement as part of the Services provided by Wavenet, be responsible for the creation and ongoing management of the Gold Build Image.

4.3. **Exclusions**

4.3.1. 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.

4.3.2. Wavenet does not guarantee the effectiveness of any Virus Definitions. Wavenet is not responsible for the Virus Definitions not including a specific Virus.

4.3.3. The Desktop Management Services do not include requests for product training or technical consulting.

4.3.4. The Desktop Management Services are provided on the basis that the Supported Software are the current versions supported

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by the Vendors. Where this is not the case support may be provided on a reasonable endeavours basis.

4.3.5. Wavenet will have no liability (whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise) for any failure to provide the Desktop Management Services, to the extent caused by any interruption or failure of the Desktop Management Services arising directly or indirectly as a result of any of the following circumstances set out in this paragraph 4.3.5:

- 4.3.5.1. any act or omission of the Customer, its agents, representatives or users;
- 4.3.5.2. as a result of any delay or failure by the Customer to provide or otherwise comply with the Customer obligations;
- 4.3.5.3. the Customer's failure or delay in complying with Wavenet's reasonable instructions;
- 4.3.5.4. any modifications or customisation of the Supported Software not authorised in writing by the Vendor, 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;
- 4.3.5.5. any software other than the Supported Software;
- 4.3.5.6. incorrect or unauthorised use of the Supported Software and/or Managed Desktop Equipment; and/or
- 4.3.5.7. any unsupported programs used in conjunction with the Supported Software and/or Managed Desktop Equipment; and/or
- 4.3.5.8. End Users not powering on and/or not connecting the Managed Desktop Equipment to the Customer's network in order to receive any software updates (including Patches and Virus Definitions) in order to maintain compliance to relevant policies;

and Wavenet reserves the right to levy additional charges from the Customer on a time and materials basis in respect of any additional Services provided by Wavenet that have been necessitated by such matters.

4.4. **Charges**

4.4.1. Unless otherwise provided in the Order, Wavenet will invoice for the Charges for the Desktop Management Services monthly in

advance, with the first invoice issued by Wavenet on or around the Start Date.

4.5. **Service Levels**

4.5.1. Wavenet will provide Change Management in accordance with the applicable service levels set out in Service Specific Conditions for Supporting Services.

5. **AZURE VIRTUAL DESKTOP MANAGEMENT SERVICES**

5.1. **Services**

5.1.1. The Azure Virtual Desktop Management Services will be provided from Wavenet's sites.

5.1.2. AVD Support

5.1.2.1. Where Wavenet is providing AVD Support, as identified in the Order, Wavenet will:

- (a) monitor the AVD in accordance with the Event Management process;
- (b) resolve Incidents in accordance with the Incident Management process; and
- (c) implement Changes in accordance with the Change Management process.

5.1.3. AVD Patch Management

5.1.3.1. Subject to the Patches being available from the applicable Vendor, Wavenet will:

- (a) provide Patch Management for the Supported Software on Session Host;
- (b) apply Zero Day Patch Releases to the VDI;
- (c) where identified in the Order that Wavenet is providing "Desktop Application Patching" provide Patch Management for Desktop Applications for the Supported Software;
- (d) propose an automated Patch management process (the "Patch Management Process") consisting of an agreed phase 1 test group that is broadly representative of the End User base and a phase 2 release to all of the Session Hosts with associated timeframes, to be reviewed by the parties during any transition or implementation phase of this Agreement or otherwise as soon as practicable following the Start Date and agreed in writing;
- (e) implement and manage the deployment of all Patches on a monthly basis in respect of the Supported Software that are identified as 'critical' Patches or 'security' Patches by Microsoft to address security vulnerability, stability, performance and/or functionality issues in accordance

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- with the agreed Patch Management Process; and
- (f) manage the deployment of Patches to the Session Hosts in accordance with the Patch Management Process and Change Management process.
- 5.1.3.2. Any changes to the agreed Patch Management Process once it is automated shall be a variation to this Agreement and may incur additional Charges.
- 5.1.3.3. If any concerns are discovered during phase 1 testing, the decision to halt the phase 2 deployment may be made by the Customer and must be notified to Wavenet at the earliest opportunity, to ensure that any impact is not spread to all of the Supported Software.
- 5.1.3.4. As advised by the Vendor, where the release of a Patch is required to resolve a major security breach or to resolve a security incident, the release of the Patch shall be managed as an Emergency Change.
- 5.1.3.5. Wavenet will provide the Patch Management 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.
- 5.1.3.6. 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 the AVD service in the absence of a test environment or any other unintended consequences, loss or damage caused as a result of such interruption, even if such loss and/or damage was foreseeable or in the parties' reasonable contemplation or Wavenet was advised of the possibility of them in advance.
- 5.1.4. Gold Image Build Management
- 5.1.4.1. Where Wavenet is providing Gold Build Image Management, as identified in the Order and at the frequency set out in the Order, Wavenet will:
- (a) create a new Gold Build Image within the VDI;
 - (b) install the latest Operating System updates, application updates, and any agreed software;
 - (c) deploy the Gold Build Image in accordance with the Change Management process; and
 - (d) retire any old Gold Build Image.
- 5.1.5. Application Packaging Services
- 5.1.5.1. Where Wavenet is providing Application Packaging Services, as identified in the Order, and the Customer has made a Service Request for application packaging in accordance with paragraph 5.3.5.2 Wavenet will:
- (a) package applications to facilitate reliable operation and deployment as a chargeable activity on an 'as requested' basis in line with the Charges stated in the Order;
 - (b) conduct an initial exercise to assess the application requirements and usage for each request to allow a rationalised list of applications to be produced from which the applications to be packaged can be identified, based on relevant criteria (number of installations, business importance, and installation complexity);
 - (c) assess the suitability of the chosen applications (and other applications not selected for packaging) for use on the proposed operating system using a Microsoft application compatibility toolkit to help identify if the application has any known issues that may require resolution or make the application unsuitable for packaging;
 - (d) perform a technical discovery that will document how the application should be installed and configured for an End User;
 - (e) create a file that performs the installation as detailed in the discovery document;
 - (f) check each application package for conflicts against both the underlying build and all previously packaged applications and resolve any conflicts where such applications have previously been packaged;
 - (g) test the resulting package installation, application launch and uninstall; and
 - (h) release the application package to an agreed End User for acceptance testing.
- 5.1.5.2. Each request for Application Packaging Services shall be identified on the Service Request as one of the following and shall include:
- (a) simple package: to deploy one or more related shortcuts that link to either a network share based executable or an internet/intranet URL. If any shortcut requires other files to be installed, including but not limited to DLL, OCX and ActiveX downloads, in order for the shortcut's target to operate correctly, this will be deemed to be a standard application;

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- (b) Standard application package: for installable media that result in a discrete application being available on a workstation. The package includes the installation of all files, registry entries, shortcuts, ODBC DSNs, etc. required for the application to function. Pre-requisite applications (i.e. those required to be installed in order for another application to function correctly) are also subject to the full packaging process, resulting in a separate application package;
- (c) Complex application package: similar to standard packages except that they are deemed by the Customer or as a result of technical discovery to be sufficiently complicated or involved that the packaging effort required will be significantly increased. E.g. numerous/lengthy post-install configurations, overly large media size; and
- (d) Gold Build Image application package: update to add/remove/update applications from the Gold Build Image.

5.1.5.3. The quantity of Application Packaging Service requests and package details (Simple/Standard/Complex/Gold Build Image) shall be identified in the Order.

5.2. AVD Management Reporting

5.2.1. Wavenet will provide the following reports in relation to the Azure Virtual Desktop Management Services:

5.2.1.1. use the functionality provided by the Azure Virtual Desktop Management Service to create a report a service report, providing an overview of the VDI in the relevant reporting period which includes details about:

- 5.2.1.2. connection performance;
- 5.2.1.3. connection utilisation;
- 5.2.1.4. consumption reporting; and
- 5.2.1.5. user login reporting.

5.2.2. All reports provided under this paragraph 5.4 will be distributed at the frequency aligned to the relevant Service Management tier (as identified in the Order). Where no Service Management tier has been identified in the Order, Wavenet will not be obligated to provide any reporting identified in paragraph 5.4.

5.3. Customer Obligations

5.3.1. The Customer will provide or otherwise comply with the obligations set out in this paragraph 5.5.

5.3.2. It is the Customer's responsibility to take adequate copies of locally stored data and operating and application software, unless otherwise expressly stated in this Agreement

as part of the Services provided by Wavenet, such that they may be restored to the VDI in the event of loss or corruption.

5.3.3. The Customer shall:

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

5.3.3.2. ensure it has paid for all necessary Vendor support for the Supported Software and promptly make available such support and associated Patches to Wavenet;

5.3.3.3. ensure it has paid for all necessary software licences for management of the Supported Software and promptly make available such licences to Wavenet;

5.3.3.4. 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;

5.3.3.5. 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; and

5.3.3.6. 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.

5.4. Exclusions

5.4.1. Wavenet will have no liability (whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise) for any failure to provide the Azure Virtual Desktop Management Services (including failing to meet any service level), to the extent caused by any interruption or failure of the Azure Virtual Desktop Management Services arising directly or indirectly as a result of any of the following circumstances set out in this paragraph:

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- 5.4.1.1. software maintenance or application maintenance carried out by the Customer, Vendor or a third party;
- 5.4.1.2. any failure, act or omission of the Customer, Vendor and/or any other third party provider; and/or
- 5.4.1.3. 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 any additional Services provided by Wavenet that have been necessitated by such matters.

5.4.2. The following are not included in the Azure Virtual Desktop Management Services:

- 5.4.2.1. End User Device Hardware failure;
- 5.4.2.2. requests for basic product training or technical consulting;
- 5.4.2.3. additional Services required or provided due to:

- (a) any disruption of the Azure Virtual Desktop Management Services through the introduction of Malicious Content, a Cyber Threat or any other form of cyber-attack;
- (b) any failure due to End User Device Hardware unless agreed otherwise in this Agreement as being expressly provided by Wavenet and/or otherwise agreed in writing by Wavenet;
- (c) any act or omission of Microsoft or any other Vendor;

5.4.2.4. 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 of any upgrades released by the Vendor of the Supported Software;

5.4.2.5. management connectivity between the Supported Equipment and Wavenet; and/or

5.4.2.6. any application packaging or distribution or any application version changes that require repackaging and testing and/or redistribution before release into the Azure Virtual Desktop, unless expressly agreed otherwise in this Agreement as being provided by Wavenet;

and Wavenet reserves the right to levy additional Charges on a time and materials basis in respect of any such Services where requested by the Customer from time to time.

5.4.3. 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.

5.4.4. Wavenet reserves the right to refuse or withdraw Azure Virtual Desktop 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 Azure Virtual Desktop Management Services on a reasonable endeavours basis only.

5.4.5. Zero Day Patch Releases are limited to the Operating System and inclusive applications.

5.5. Service Levels

5.5.1. Wavenet will supply the Azure Virtual Desktop Management Services in accordance with the applicable service levels set out in Service Specific Conditions for Supporting Services.

5.5.2. Enhanced service levels as set out in Service Specific Conditions for Supporting Services apply to Azure Virtual Desktop Services.

5.6. Charges

5.6.1. The Charges for the Azure Virtual Desktop Management Services are as identified in the Order.

5.6.2. The Charges for the Azure Virtual Desktop Management Services will be invoiced monthly in advance, with the first invoice issued by Wavenet on or around the Start Date.

6. ENDPOINT ASSET MANAGEMENT SERVICES

6.1. Asset Management Toolset

6.1.1. This paragraph 6.3 shall apply where it has been specified in the Order that Wavenet is providing Endpoint Asset Management Services.

6.1.2. Wavenet shall provide an Asset Management Toolset for the purposes of collecting information within the supported environment including but not limited to:

- 6.1.2.1. hardware information;
- 6.1.2.2. software information; and
- 6.1.2.3. software status information.

6.1.3. The Asset Management Toolset is a multi-tenanted platform and Wavenet may enhance or reduce the scope of the service currently provided using the same toolset.

6.2. Asset Reporting Service

6.2.1. This paragraph 6.4 shall apply where it has been specified in the Order that Wavenet is providing Endpoint Asset Management Services.

6.2.2. Wavenet shall use the functionality provided by the Asset Management Toolset to provide a report to the Customer on a monthly basis unless otherwise specified in the Order which includes details about:

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- 6.2.2.1. hardware reporting;
- 6.2.2.2. software reporting;
- 6.2.2.3. certificate expiry reporting;
- 6.2.2.4. system health reporting;
- 6.2.2.5. assets not seen online reporting; and
- 6.2.2.6. warning alerts.

6.3. **Asset Auditing Service**

6.3.1. This paragraph 6.5.1 shall apply where it has been specified in the Order that Wavenet is providing Endpoint Asset Management Services.

6.3.2. Wavenet shall undertake quarterly checks using various methods, this may include:

- 6.3.2.1. checking information held within other connected systems;
- 6.3.2.2. checking regular reporting for trends; and
- 6.3.2.3. checking with the Customer.

6.4. **Customer Obligations**

6.4.1. The Customer shall allow Wavenet to install an Asset Management Agent within the supported Customer environment.

6.5. **Charges**

6.5.1. Provision of Customer visibility to the Asset Management Toolset will incur additional licensing Charges

6.5.2. Where the number of managed devices exceeds the number of contracted devices, Wavenet reserves the right to adjust the Charges accordingly.