

## SERVICE SPECIFIC CONDITIONS FOR RELOCATABLE AND MOBILE RECOVERY SERVICES

### Service Specific Conditions for Relocatable and Mobile Recovery Services

These Service Specific Conditions for Relocatable and Mobile Recovery Services apply in addition to the Wavenet Master Service Agreement ("**MSA**") to the Customer's use of the Relocatable and Mobile Recovery Services. All definitions from the MSA shall apply to these Service Specific Conditions for Relocatable and Mobile Recovery Services.

#### 1. DEFINITIONS

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

**"Alternative Delivery Site"** means a Site Address stipulated as "Alternative Delivery Site" in the Order;

**"Mobile Recovery Facility"** means the equipment and other resources specified as such in the Order;

**"Non-Concurrent Site Addresses"** means two or more Site Addresses stipulated as non-concurrent in the Order;

**"Relocatable and Mobile Recovery Services"** means the making available of the Recovery Facility for the use by the Customer at the Site Address;

**"Secondary Invocation Period"** means further use of the Relocatable and Mobile Recovery Services immediately after the expiry of the Customer's initial Response Period for an additional period of no more than eleven weeks; and

**"Site Survey"** means a survey to be carried out by Wavenet as soon as reasonably practicable after signature of this Agreement by the Customer, during which access to the Mobile Recovery Facility and the parking position of the Mobile Recovery Facility at the Site Address is agreed in writing by the parties.

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

#### 2. RELOCATABLE AND MOBILE RECOVERY SERVICES

- 2.1. At the time of an Invocation Wavenet will, within the Response Time, commence with shipment of the Recovery Facility to the Site Address stipulated in the Order.
- 2.2. The Customer will be entitled to use the Recovery Facility for the Response Period.
- 2.3. For the avoidance of doubt Wavenet shall retain exclusive possession and control of the whole of the Recovery Facility. It is agreed that the Customer's use of the Recovery Facility is terminable at Wavenet's discretion in accordance with this Agreement.
- 2.4. The Customer acknowledges that, where it subscribes to Non-concurrent Site Addresses, it will only be entitled to an Invocation from one of the Non-Concurrent Site Addresses at any given time.
- 2.5. Where the Customer subscribes to Alternative Delivery Sites:
  - 2.5.1. the Customer will inform Wavenet on Notification in writing as to which one of the Alternative Delivery Sites the Customer would prefer delivery of the Recovery Facility and Wavenet will only proceed with the delivery of the Recovery Facility to the selected Alternative Delivery Site once the Customer has selected the preferred Alternative Delivery Site;
  - 2.5.2. the Response Time will only commence once the Customer has informed Wavenet of the selected

- Alternative Delivery Site as stipulated in clause 2.5.1; and
- 2.5.3. the Customer will only be entitled to an Invocation to one of the Alternative Delivery Sites at any given time.
- 2.6. Wavenet will deliver the Mobile Recovery Facility at the Site Address to the parking position agreed to during the Site Survey.
- 2.7. Where applicable and if requested to do so by the Customer and subject to Wavenet's consent, Wavenet will, subject to clause 13.3 of the MSA, provide Personnel to reasonably assist the Customer in transferring the Customer's programs and data to the Recovery Facility to enable the Customer to operate its computer systems.
- 2.8. The Customer will be charged at cost plus ten percent for any of the following costs incurred by Wavenet during the Response Period:
  - 2.8.1. consumables;
  - 2.8.2. telephone and facsimile usage;
  - 2.8.3. communication line usage;
  - 2.8.4. all costs incurred during the provision of generators as stipulated in clause 5.2; and
  - 2.8.5. any additional costs incurred by Wavenet as a direct result of a written request from the Customer.

#### 3. SECONDARY INVOCATION PERIODS

- 3.1. The Customer can request the use of the Recovery Facility for a Secondary Invocation Period where the Customer is not in a position to release the Recovery Facility or reoccupy the Site Address or locate and occupy suitable alternative premises. However, the Customer will continue to use all reasonable endeavours as stipulated in clause 2.4 of the Service Specific Conditions for Business Continuity and Disaster Recovery Services so as to release the Recovery Facility as soon as possible.
- 3.2. Should Wavenet at its sole discretion agree in writing to a Secondary Invocation Period then, subject to availability, the Recovery Facility will be provided subject to a further charge of twenty-five (25) percent of the annual Charge per week.

#### 4. OFFSHORE INVOCATIONS

- 4.1. Following an Invocation where the Relocatable and Mobile Recovery Services are required at a Site Address not on the UK mainland:
  - 4.1.1. Wavenet will within the Response Time commence with shipment of the Recovery Facility to the Site Address;
  - 4.1.2. there will be an additional charge of five thousand pounds per Invocation; and
  - 4.1.3. over and above the additional charge set out at clause 4.1.2, all travelling and transportation costs (by road, ferries etc), to and from the Site Address located off of the UK mainland, and any additional costs, such as overnight stays and

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subsistence, incurred by Personnel will be reimbursed at cost by the Customer to Wavenet.

### 5. CUSTOMER OBLIGATIONS

5.1. The Customer will:

- 5.1.1. upon request from Wavenet grant Wavenet access to the Recovery Facility;
- 5.1.2. not modify the Recovery Facility without the prior written consent of Wavenet, such consent not to be unreasonably withheld;
- 5.1.3. only use in conjunction with the Recovery Facility those accessories, attachments or items of additional equipment which have been approved by Wavenet;
- 5.1.4. not remove the Recovery Facility from the Site Address without the prior written consent of Wavenet such consent not to be unreasonably withheld;
- 5.1.5. not attempt to adjust, repair or move the Recovery Facility (save in the event of an emergency that threatens to damage or destroy the Mobile Recovery Facility) nor authorise or permit anyone other than Wavenet or its agents to do so without the prior written consent of Wavenet (such consent not to be unreasonably withheld);
- 5.1.6. immediately notify Wavenet if the Recovery Facility requires maintenance or is not operating correctly;
- 5.1.7. not sell, assign, sub-let, pledge or part with possession or control of or otherwise deal with the Recovery Facility or any interest therein nor purport to do any of such things nor create or allow to be created any mortgage, charge, lien or other encumbrance on the Recovery Facility;
- 5.1.8. keep the Recovery Facility free from distress, execution or any other legal process and shall immediately give to Wavenet notice of any claim or threatened claim to the Recovery Facility by any third party;
- 5.1.9. ensure adequate space to house the Recovery Facility;
- 5.1.10. ensure adequate security for the Recovery Facility and indemnify and keep indemnified Wavenet in respect of any costs, damages, expenses or liabilities whatsoever incurred by Wavenet as a result of damage to the Recovery Facility while the Recovery Facility is on the Site Address;
- 5.1.11. ensure the availability of such electrical supplies, telecommunications facilities, environmental conditions, cabling and other services and materials reasonably required by Wavenet and shall generally prepare for readiness of its premises at the location where the Recovery Facility is to be installed;
- 5.1.12. be responsible for the actions of the Customer's employees, sub-contractors, customers, representatives and visitors while they use the Recovery Facility. The Customer shall in particular but without prejudice to the generality of the foregoing ensure that a competent supervisor is at all times in charge of the Customer's employees, customers, sub-contractors, representatives and visitors and is

able to exercise responsibility for the behaviour of the Customer's employees, customers, representatives, sub-contractors and visitors while they use the Recovery Facility;

- 5.1.13. be responsible for the health and safety of the Customer's employees, sub-contractors, customers, representatives and visitors while they use the Recovery Facility and indemnify and keep indemnified Wavenet in respect of any costs, damages, expenses or liabilities whatsoever incurred by Wavenet as a result of the use of the Recovery Facility by the Customer's employees, sub-contractors, customers, representatives and visitors; and
  - 5.1.14. provide at its own expense all appropriate power and telecommunications facilities to enable the Relocatable and Mobile Recovery Services to be rendered by Wavenet to the Customer.
- 5.2. Although all necessary power supplies are to be provided by the Customer, if the Customer is unable to provide electrical supplies, then Wavenet will provide generators for the purpose of providing power to the Recovery Facility provided the Customer requests this at time of Invocation. Wavenet will charge the Customer for costs incurred in providing such generators and for the use thereof.