

SERVICE SPECIFIC CONDITIONS FOR SERVICE CENTRE RECOVERY SERVICES

Service Specific Conditions for Service Centre Recovery Services

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

1. DEFINITIONS

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

"Alternate Service Centres" means Service Centres stipulated as "Alternate Service Centres" in the Order;

"Exclusion Zone" means a geographical area measured by a fixed radius from the Customer's Site Address at its centre, and stipulated in the Order;

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

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

"Service Centre Recovery Services" means the making available of the Recovery Facility for the use of the Customer at a Service Centre.

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

2. SERVICE CENTRE RECOVERY SERVICES

- 2.1. At time of an Invocation and within the Response Time Wavenet shall allow the Customer access to the Recovery Facility at the Service Centre detailed in the Order.
- 2.2. The Customer will be entitled to use the Recovery Facility and Service Centre for the Response Period.
- 2.3. For the avoidance of doubt Wavenet shall retain exclusive possession and control of the whole of the Service Centre and Recovery Facility. It is agreed that the right of the Customer to use the Service Centre and Recovery Facility shall not give rise to any security of tenure on the part of the Customer in respect of the Service Centre and Recovery Facility and that the Customer's use of the Service Centre and Recovery Facility is terminable at the instance of Wavenet on seven days prior written notice.
- 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 Alternate Service Centres:
 - 2.5.1. the Customer will inform Wavenet on Notification in writing as to which one of the Alternate Service Centres the Customer would prefer to use during the Response Period and Wavenet will only commence with preparation of the selected Alternate Service Centre for use by the Customer during the Response Period once the Customer has selected the preferred Alternate Service Centre;
 - 2.5.2. the Response Time will only commence once the Customer has informed Wavenet of the selected

Alternate Service Centre as stipulated in clause 2.5.1; and

- 2.5.3. the Customer will only be entitled to an Invocation to one of the Alternate Service Centres at any given time.
- 2.6. Where agreed by the parties, 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.
- 2.7. The Customer will be charged at cost plus ten percent for any of the following costs incurred by Wavenet during the Response Period:
 - 2.7.1. consumables;
 - 2.7.2. telephone and facsimile usage;
 - 2.7.3. communication line usage; and
 - 2.7.4. 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 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 Service Centre 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 percent of the annual Charge per week.
- 3.3. This clause 3 does not apply to Dedicated Services.

4. EXCLUSION ZONES

- 4.1. Where an Exclusion Zone is stipulated in the Order as being included in the Service Centre Recovery Services under this Agreement, Wavenet shall not contract with other customers with Site Addresses within the stipulated Exclusion Zone, for the Service Centre Recovery Services set out in this Agreement, unless the Service Centre Recovery Services under this Agreement can be provided by Wavenet to the Customer simultaneously with the services subscribed to by the said other customers.
- 4.2. The inclusion of an Exclusion Zone to the Service Centre Recovery Services under this Agreement does not relieve the Customer of the limitations contained in clause 5 of the Service Specific Conditions for Business Continuity and Disaster Recovery Services nor does it prejudice Wavenet's rights in terms of clause 5 of the Service Specific Conditions for Business Continuity and Disaster Recovery Services.
- 4.3. This clause 4 does not apply to Dedicated Services.

5. CUSTOMER OBLIGATIONS

- 5.1. In addition to the obligations stipulated in the MSA, the Customer will:
 - 5.1.1. upon request from Wavenet grant Wavenet access to the Recovery Facility and/or that part

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- of the Service Centre that is occupied by the Customer;
- 5.1.2. not modify the Recovery Facility and/or Service Centre 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 Service Centre without the prior written consent of Wavenet;
- 5.1.5. not attempt to adjust, or repair the Recovery Facility and/or the Service Centre 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. notify Wavenet forthwith 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 and/or Service Centre 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 and/or Service Centre free from distress, execution or any other legal process and the Customer shall forthwith give to Wavenet notice of any claim or threatened claim to the Recovery Facility by any third party;
- 5.1.9. be responsible for the actions of the Customer's employees, sub-contractors, customers, representatives and visitors while they are at the Service Centre. The Customer shall in particular but without prejudice to the generality of the foregoing ensure that:
- 5.1.9.1. 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 good behaviour of the Customer's employees, customers, representatives, sub-contractors and visitors; and
- 5.1.9.2. the Customer's employees, customers, sub-contractors, representatives and visitors are not permitted and do not wander freely around the Service Centre except to the extent that they are authorised to do so by Wavenet.
- 5.2. The Customer acknowledges that the Service Centre is used by other customers of Wavenet and security and integrity of the Service Centre is of paramount importance to Wavenet, the Customer, and other customers of Wavenet. Wavenet therefore reserves the right to refuse access to, or to eject from, the Service Centre any Customer employee, sub-contractor, customer or representative of the Customer who in the reasonable opinion of Wavenet acts or threatens to act in any way which may or does compromise the security or integrity of the Service Centre.