

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

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

DEFINITIONS:

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

"Additional Charges" means all Charges due to Wavenet by the Customer that are in addition to the Support Charge in consideration of the provision of the Additional Services;

"Additional Services" means those additional services to be provided by Wavenet, including but not limited to those provided in accordance with the procedure for requesting such services as set out in paragraph 1.3 for any IMAC Services, together with any Excepted Matters and any other additional services provided by Wavenet in accordance with these Service Specific Conditions;

"Agency Worker" means any officer, employee, worker, or representative of the Intermediary supplied to provide the Rapid IT Workforce Services;

"Agency Workers Regulations" means the Agency Workers Regulations 2010 as amended or replaced from time to time;

"Assignment" means the Intermediary Services to be performed by the Intermediary for the Customer for a period of time during which the Intermediary is supplied by Wavenet to provide the Intermediary Services to the Customer;

"AWR Claim" means any complaint or claim to a tribunal or court made by or on behalf of the Agency Worker against the Customer and/or Wavenet for any breach of the Agency Workers Regulations;

"Beyond Economic Repair" means where, in Wavenet's opinion (acting reasonably), the estimated cost of Fixing the Supported Equipment exceeds 55% of the market value of replacing that Supported Equipment;

"Bonded Stock" means Customer-owned equipment for the sole use of the Customer;

"CDA Resource" means one or more Wavenet Personnel who are responsible for the delivery of the Customer Design Authority Services to the Customer, including but not limited to the coordination and leadership of technical resources to support reporting, product roadmaps, technical strategy, strategic advice and/or digital transformation advice and/or support for the Customer;

"CDA" means Customer Design Authority, as more particularly described in paragraph 4;

"Change Management Enhanced Service Levels" means as set out in paragraph 7.4;

"Change Management Times" means as defined in Table 7 (Change Management Times) in paragraph 3.7.4;

"Change Management" means the process for controlling the lifecycle of all Changes, enabling beneficial operational changes to be made with minimum disruption to the Relevant Services;

"Change" means the addition, modification or removal of anything operationally that could have an effect on the Relevant Services;

"Cisco Partner LCSS" means partner lifecycle services software support from Cisco Systems, Inc;

"Community Learning Portal Services" means the Services provided by Wavenet to the Customer in accordance with these Service Specific Conditions.

"Conduct Regulations" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 as amended or replaced from time to time;

"Configuration and Staging Services" means as defined in paragraph 7.3;

"Consignment" means Goods contained in one parcel or Goods on a single pallet sent at one time in one load by and for the same Customer from a single address to another single address;

"Course Content" means media content provided Wavenet to the Customer for the purposes of training End Users;

"Coverage Hours" means the hours within which the Standard Operational Services will be provided which will be in accordance with the Incident Priorities as set out in Table 2 (Priority Level Examples) in paragraph 3.5.1;

"Critical Incident" means a Priority 1 (P1) Incident as determined in accordance with the Priority Levels and Priority Level Examples set out in Table 1 (Priority Level Overview) and Table 2 (Priority Level Examples) in paragraph 3.5.1;

"CSIP" means as defined in paragraph 2.7;

"Customer Contracted Third Party" means a Third Party contracted by the Customer to supply products and/or services to the Customer;

"Customer Design Authority Services" means the Customer Design Authority Services to be provided Wavenet to the Customer in accordance with paragraph 4, if detailed in the Order; and

"Customer Design Authority Tier" means the selected level of Customer Design Authority Services (if any) stated in the Order, which can be CDA Standard Engagement, CDA Advanced Engagement or CDA Premium Engagement, as more particularly described in Table 1 (Customer Design Authority Tiers) in paragraph 4.3.2;

"Dedicated Service Manager" means a Service Manager whose working focus will be primarily to the Customer and whose working location will be flexible, as required, to deliver the Service Management to the Customer accordingly;

"Delegated Authority" means where the Customer grants Wavenet authority to act on the Customer's behalf;

"Deliverables" means any deliverables provided to the Customer Wavenet (which may include designs, surveys, reports and/or bespoke software) as an output of the Customer Design Authority Services;

"Deliverables" means any deliverables provided to the Customer Wavenet (which may include designs, surveys, reports and/or bespoke software) as an output of the Rapid IT Workforce Services;

"Deskside Support Services" means the services set out in paragraph 1.8;

"Direct Engagement" means the formation of a contract of employment on a temporary or permanent basis with the Agency Worker other than through Wavenet including the use of an agency, licence, franchise or partnership arrangement, or any other engagement or through any other employment business;

"Distribution Services" means as defined in paragraph 7.4;

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

"Drivers" means software that converts data, for example to be printed or scanned, to the form specific to the relevant Supported Equipment to allow applications to connect to the Supported Equipment to perform a function such as printing or scanning, without being aware of the technical details of the relevant hardware model of the Supported Equipment;

"Emergency Change" means a Change that should be introduced as soon as reasonably possible, for example to resolve an Incident;

"End User Service Desk" means either an End User service desk provided Wavenet under Service Specific Conditions K1 – End User Service Desk Services or an End User service desk under the control of the Customer that is either the Customer's internal End User service desk or a nominated third party End User service desk;

"Engagement" means the engagement, employment or use of the Intermediary's services by the Customer or by any third party to whom the Intermediary have been introduced Wavenet, directly or indirectly, on a permanent or temporary basis, whether under a contract of service or for services, an agency, licence, franchise or partnership arrangement, or any other engagement or through any other employment business; and **"Engage"**, **"Engages"** and **"Engaged"** shall be construed accordingly;

"Engineering Services" means the Maintenance Services, IMAC Services, Deskside Support Services, IT Clinic Services and Additional Services;

"Enhanced Service Levels" means as defined in paragraph 3.7;

"Enhanced Service Manager" means a Service Manager or other Wavenet Personnel who will from time to time visit Customer Premises and whose working location will be flexible, as they may be required to attend other locations from time to time, including but not limited to other sites of Wavenet or of other customers, as further detailed in Table 1 (Service Management Tiers) in paragraph 2.3.7;

"Event Management" means the process for responding to an Event and managing the lifecycle of an Event in accordance with these Service Specific Conditions and Wavenet's standard operational procedures for its Service Desk;

"Event" means when Service Specific Conditions or thresholds are met or a change of state arises that has significance for the management of the Relevant Services or an alert or notification is created by any monitoring system or tool (as appropriate) that may cause an interruption to, or a reduction in, the quality of the Relevant Services if specific actions are not undertaken in each case according to the parameters set in the monitoring system;

"Excepted Matters" has the meaning set out in paragraph 1.4;

"Fault" means any Hardware Fault and/or any Software Incident;

"Firmware" means data and/or software that resides in the Supported Equipment's read-only memory (ROM) or other less transient part of the Supported Equipment's memory than a hard or floppy disk and provides instruction on how that Supported Equipment should operate;

"Fix" means in respect of carrying out such repairs, replacement of parts, lubrication and/or adjustment as appropriate to remedy the Fault so that the Supported

Equipment and/or Supported Software is returned to working order, which will include any Temporary Fix;

"Goods in Transit" means the period that Goods are in the care and/or under the responsibility of the carrier or transport agent;

"Goods" means hardware and all products, equipment, parts or spares to be distributed, stored and/or collected Wavenet in connection with the Warehousing and Configuration Services;

"Hardware Fault" means any fault, issue or matter relating to any Supported Equipment excluding Software Incidents;

"IMAC Project" means as defined in paragraph 1.7.6;

"IMAC Services" mean installations, moves, additions and/or changes to Supported Equipment and/or other Customer equipment, such services to be performed Wavenet in accordance with paragraph 1.7 following a Service Request;

"Incident Management Enhanced Service Levels" means as set out in paragraph 3.7.2;

"Incident Management" means the process for managing the lifecycle of all Incidents in accordance with these Service Specific Conditions and Wavenet's standard operational procedures for its Service Desk;

"Incident Notification" means any notification of an Incident made by the Customer in accordance with paragraph 3.4.4.1;

"Incident Response Time" means as defined in Table 3 (Incident Response Times) in paragraph 3.6.1.3;

"Incident Technical Resolution" means as defined in Table 5 (Incident Technical Resolution Times) in paragraph 3.7.2.1;

"Incident" means an unplanned interruption to the Relevant Services or a reduction in the quality of the Relevant Services and includes any failure of Supported Equipment that has not yet affected the Relevant Services;

"Inside IR35" means the engagement falls within the Off Payroll Working Rules;

"Intermediary Services" means the Rapid IT Workforce Services provided by the Intermediary;

"Intermediary" means the person, firm or corporate body introduced to the Customer Wavenet to carry out an Assignment (and, save where otherwise indicated, includes the Agency Worker(s));

"Introduction Fee" means a fee incurred upon and payable by the Customer as a result of the Direct Engagement, as described in paragraph 5.4.2;

"IR35 Status Determination Statement" means the output of an assessment as described in paragraph 5.2.10;

"IR35" means the intermediaries legislation known as IR35 concerning off payroll working which is set out in the Finance Act 2020 as amended or replaced from time to time;

"IT Clinic Engineer" means Wavenet Personnel appointed Wavenet to provide the IT Clinic Services;

"IT Clinic Hours" means the agreed days and times and/or frequencies as identified in the Order for Wavenet to provide the IT Clinic Services;

"IT Clinic Services" means the Services provided Wavenet to the Customer's End Users at the IT Clinic in accordance with paragraph 1.9;

"IT Clinic" means a drop in centre known as the 'IT Clinic' at those Customer Premises identified in the Order, which will

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

be staffed by the IT Clinic Engineer providing the IT Clinic Services during the agreed T Hours;

"ITEPA" means Income Tax (Earnings and Pensions) Act 2003;

"Licence Duration" means the length of time in days that the Licence will be active as specified in the Order;

"Licence Expiry Date" means the last date that access to the Training Hub will be provided to the Customer;

"Licence" means a licence to access and use the Training Hub granted Wavenet to the Customer for the Licence Duration;

"Loan Equipment" means as defined in paragraph 1.6.1;

"Maintenance Services Level" means the applicable level of Maintenance Services to be applied to a particular item of Supported Equipment and/or Supported Software as set out in the Order;

"Maintenance Services" means the Services set out in paragraph 1.3 of these Service Specific Conditions;

"Major Incident Management" means the process for managing all Major Incidents in accordance with paragraph 3.4.5, including the appointment Wavenet of a dedicated Incident manager;

"Major Incident" means, where the Customer has chosen to take the Major Incident Management Services as stated on the Order, any Critical Incident that is expected to result in significant disruption to the Customer's business or otherwise has a significant impact or urgency for the Customer that demands a response beyond the routine Incident Management process and that the Customer therefore chooses to categorise as a Major Incident;

"NBD" means next business day service;

"Normal Change" means a Change that is not an Emergency Change or a Standard Change;

"Off Payroll Working Rules" means Part 2 Chapter 10 of ITEPA, and the Social Security Contributions (Intermediaries) Regulations 2000 (SI 2000 No 727) as amended or replaced from time to time;

"Outside IR35" means the engagement falls outside of the Off Payroll Working Rules;

"Premium Service Manager" means a Service Manager or other Wavenet Personnel who will from time to time visit Customer Premises and whose working location will be flexible, as they may be required to attend other locations from time to time, including but not limited to other sites of Wavenet or of other customers, as further detailed in Table 1 (Service Management Tiers) in paragraph 2.3.7;

"Priority Level" means the priority level allocated to an Incident Wavenet, in accordance with paragraph 3.5, based on the information provided by the Customer to Wavenet at the time of the Incident Notification;

"Problem Management" means carrying out further investigation of a Problem and the process for managing the investigation and lifecycle of all Problems in accordance with these Service Specific Conditions and Wavenet's standard operational procedures for its Service Desk;

"Problem" means a cause of one or more Incidents that has been identified from an Incident or series of related Incidents or other reactive sources (for example arising out of a root cause analysis following a Major Incident but not including any proactive measures such as trend reports) and the cause of which is not usually known at the time the Problem is identified;

"Qualifying Period" means 12 (twelve) continuous calendar weeks during the whole or part of which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Customer to work temporarily for and under the supervision and direction of the relevant Customer in the same role, and as further defined in Appendix 1 to these Service Specific Conditions;

"Rapid IT Workforce Services" means the Services provided Wavenet to the Customer in accordance with these Service Specific Conditions;

"Rate Card" means the relevant rate card for the Support Charges and Additional Charges as set out or referred to in the Order;

"Relevant Services" means as defined in paragraph 3.4.1;

"Relevant Terms and Conditions" means terms and conditions relating but not limited to pay, duration of working time, night work, rest periods, rest breaks and annual leave that are ordinarily included in the contracts of employees or workers (as appropriate) of the Customer whether by collective agreement or otherwise and including (for the avoidance of doubt and without limitation) any basic working and employment conditions that have become contractual by virtue of custom and practice, including copies of all relevant documentation; and

"Reports" means the relevant Service Management reports to be provided in accordance with paragraph 2.10;

"Request Fulfilment Enhanced Service Levels" means as defined in paragraph 3.7.3;

"Request Fulfilment Process" means Wavenet's process for accepting and dealing with Service Requests as provided in accordance with the Service Specific Conditions X3;

"Request Fulfilment" means the process for managing the lifecycle of all Service Requests in accordance with these Service Specific Conditions and Wavenet's standard operational procedures for its Service Desk;

"Response Time to Customer Premises or Site" means as identified in the Order or, if none are stated, in accordance with paragraph 1.14.1;

"Service Desk Hours" means 24 hours a day, 7 days a week, 365 days of the year;

"Service Desk" means the service desk provided Wavenet to act as the point of contact for the Customer's Representatives;

"Service Desk Business Hours" means 07:00 to 19:00 on any Business Day;

"Service Management Tier" means the selected level of Service Management stated in the Order, which can be Standard, Enhanced, Premium or Dedicated as more particularly described in Table 1 (Service Management Tiers) in paragraph 2.3.7;

"Service Management" means the management of the Services described in these Service Specific Conditions;

"Service Manager" means Wavenet's service manager responsible for overseeing the delivery of the Services to the Customer, reporting on Wavenet's performance, being the principle point of contract for escalation of any quality of service issues and managing the service lifecycle in conjunction with Wavenet's operational service delivery teams;

"Service Request Catalogue" means a list of Service Requests as set out Wavenet, documented in writing and subject to change Wavenet from time to time;

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

"Service Request Response Time" means as defined in Table 4 (Service Request Response Times) in paragraph 3.6.2.2;

"Service Request" means a formal request from a Customer Representative for a Change and/or something to be provided relating to the Relevant Services;

"SIP" means as defined in paragraph 2.7.1;

"Smart Hands" means a support engineer able to follow practical instructions (where required) from Wavenet's technical personnel who are guiding the engineer remotely to implement a resolution;

"Software Incident" means any fault resulting in an unplanned interruption to or a reduction in the quality of the Supported Software;

"Standard Change Catalogue" means a list of Standard Changes as set out Wavenet, documented in writing and subject to change Wavenet from time to time;

"Standard Change" means a Change that is low risk and follows a well-documented procedure or work instruction for both approval (or pre-approval) and implementation;

"Standard Operational Services" means the Services provided in accordance with these Service Specific Conditions Wavenet to the Customer to support the Relevant Services;

"Standard Service Management" means a Service Manager or other Wavenet Personnel whose permanent working location will be at an office or other site of Wavenet;

"Standard Service Request Completion Time" means as defined in Table 6 (Standard Service Request Completion Times) in paragraph 3.7.3.1;

"Standard Service Request Complex" means as defined in paragraph 3.7.3;

"Standard Service Request Simple" means as defined in paragraph 3.7.3;

"Standard Service Request" means as defined in paragraph 3.7.3.1;

"Statement of Works" means the Order or any other relevant contractual document setting out the scope of the Services as referred to in the Order.

"Support Charge" means the recurring Charges due to Wavenet by the Customer in consideration of the provision of the Maintenance Services, as set out in the Order;

"Support Hours" means the times or hours when the Maintenance Services are available to the Customer, as stated in the Order, or if no support hours are stated, the applicable hours and days set out in paragraph 1.14.1;

"Support Hours" means 8am to 6pm on Business Days;

"Supported Equipment" means only such items of hardware, equipment and assets that are expressly and individually listed in the Order as Supported Equipment;

"Supported Software" means all Firmware and Drivers in any Supported Equipment together with any other software expressly referred to in the Order as Supported Software;

"Technical Diagnosis" means the act of seeking to identify the cause of an Incident by investigating and analysing its signs and symptoms, with the objective of determining the reason for the Incident and identifying the steps required to restore the Relevant Service or otherwise resolve the Incident;

"Technical Support Business Hours" 09:00 to 17:30 on any Business Day.

"Temporary Fix" means carrying out such temporary repairs, replacement of parts or adjustments and/or

providing Loan Equipment, where applicable, to temporarily remedy the Fault pending the arrival of relevant spare parts and/or replacement equipment to enable a Fix, provided always that such Supported Equipment (or Loan Equipment) is installed and operational;

"Temporary Work Agency" means as defined in Regulation 4 of the Agency Workers Regulations being a person engaged in the economic activity, public or private, whether operating for profit, and whether or not carrying on such activity in conjunction with others, of: (a) supplying individuals to work temporarily for and under the supervision and direction of hirers; or (b) paying for, or receiving or forwarding payment for, the services of individuals who are supplied to work temporarily for and under the supervision and direction of hirers. Notwithstanding paragraph (b) of this definition, a person is not a Temporary Work Agency if the person is engaged in the economic activity of paying for, or receiving or forwarding payments for, the services of individuals regardless of whether the individuals are supplied to work for hirers. For the purpose of this definition, a "hirer" means a person engaged in economic activity, public or private whether or not operating for profit, to whom individuals are supplied, to work temporarily for and under the supervision and direction of that person.

"Third Party" means third parties that supply products and/or services to Wavenet on the Customer's behalf or directly to the Customer;

"Third-Party Escalation Management" means as defined in paragraph 8.3.6;

"Third-Party Incident Management" means as defined in paragraph 8.3.3;

"Third-Party Incident Response Time" means as defined in paragraph 8.5.1.3;

"Third-Party Management Service Desk" means the service desk provided Wavenet in relation to the Third-Party Management Services to act as the single point of contact for the Customer's Representatives;

"Third-Party Management Service Levels" means as defined in paragraph 8.5;

"Third-Party Management Services" means the Services provided to the Customer Wavenet in accordance with these Service Specific Conditions;

"Third-Party Management Ticket Numbers" means the volume of Tickets made available to the Customer for Third-Party Management Services, as set out in the Order.

"Third-Party Problem Management" means as defined in paragraph 8.3.4;

"Third-Party Reporting" means as defined in paragraph 8.3.7;

"Third-Party Request Management" means as defined in paragraph 8.3.5;

"Third-Party Service Request Response Time" means as defined in paragraph 8.5.2;

"Third-Party Supplier Service Management" means as defined in paragraph 8.3.8;

"Tickets" means Incidents, Problems and/or Service Requests;

"Training Hub" means Wavenet web portal used to access Course Content;

"User" means an authorised user who is permitted by the Customer to use or access the Warehousing and Configuration Services.

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

“Username” means any username or logon identification used Wavenet Personnel to access to a Customer’s computer, network, or online service as required to deliver the Engineering Services.

“Warehouse Management System (WMS)” means management software provided and used Wavenet to manage Goods;

“Warehousing and Configuration Services” means the services provided Wavenet to the Customer in accordance with these Service Specific Conditions;

“Warehousing Services” means as defined in paragraph 7.2; and

“Wavenet Subcontracted Third Party” means a Third Party contracted by Wavenet on the Customer’s behalf;

“Comparable Employee” means as defined in Regulation 5(4) of the Agency Workers Regulations being an employee of the Customer who: (a) works for and under the supervision of the Customer and is engaged in the same or broadly similar work as the Agency Worker having regard, where relevant, to whether the employee and the Agency Worker have a similar level of qualification and skills; and (b) works or is based at the same establishment as the Agency Worker or, where there is no comparable employee working or based at that establishment who satisfies the requirements of (a) above, works or is based at a different establishment and satisfies those requirement.

1. ENGINEERING SERVICES

1.1. Service Start Date

- 1.1.1. The Start Date of the Engineering Services is the date specified as such in the Order or, if no date is specified the Effective Date.

1.2. Initial Term and Duration

- 1.2.1. The Initial Term for Engineering Services is as set out in the Order, or if no Initial Term is specified, twelve (12) calendar months from the Start Date.
- 1.2.2. Subject to earlier termination in accordance with the terms of this Agreement, this Agreement will continue for the Initial Term. Upon the expiry of the Initial Term, this Agreement will renew automatically for a further period of twelve months (a “Rollover Period”), unless terminated by either party giving not less than 90 (ninety) days' notice in writing to the other party prior to the end of the Initial Term.
- 1.2.3. At the end of a Rollover Period (and each subsequent Rollover Period), this Agreement will renew automatically for a further Rollover Period, unless terminated by either party giving not less than 90 (ninety) days' notice in writing to the other party prior to the end of the then current Rollover Period.

1.3. Maintenance Services

- 1.3.1. In respect of the Maintenance Services, the Customer warrants that, as at the Start Date, the Supported Equipment is functioning normally and free from recurring faults except to the extent that such faults are disclosed in writing to Wavenet and accepted Wavenet in writing.
- 1.3.2. If, immediately prior to the Start Date, the Supported Equipment:
 - 1.3.2.1. is not already maintained Wavenet; or
 - 1.3.2.2. was not installed Wavenet within the last 12 months; or
 - 1.3.2.3. is still within the scope of an express warranty given by the Vendor;
 - then Wavenet may at its discretion inspect the Supported Equipment.
- 1.3.3. If following the inspection under paragraph 1.3.2, any Supported Equipment or any part thereof is not functioning normally, free from recurring faults and otherwise suitable for inclusion within the Maintenance Services, as notified Wavenet to the Customer in writing following such inspection, the Customer shall at its option either:
 - 1.3.3.1. withdraw that piece of Supported Equipment from the Order; or
 - 1.3.3.2. permit Wavenet to undertake such repair work as may be necessary to put the Supported Equipment back into good working order;
 - and the Customer will pay for such inspection and/or repair as an Additional Service in accordance with paragraph 13.3.
- 1.3.4. Unless and until the Customer has notified its choice of option to Wavenet under paragraph 1.3.3, Wavenet will have no obligation to provide any Maintenance Services in respect of that notified Supported Equipment. If the Customer has not notified Wavenet within 20 (twenty) Business Days of Wavenet’s notification under paragraph 1.3.3, Wavenet may by notice in writing to the Customer cancel the Maintenance Services for the affected Supported Equipment without liability and the Support Charges will be recalculated accordingly.
- 1.3.5. In consideration of and subject to the payment of the Support Charge by the Customer, Wavenet will provide the Maintenance Services to the Customer in respect of the Supported Equipment in accordance with these Service Specific Conditions.

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

- 1.3.6. Unless it is otherwise stated in an Order that a different level of service (in terms of response times and hours of attendance) will apply, Wavenet will use its reasonable endeavours to provide the Maintenance Services from the Start Date during the Support Hours. Any time period stated in respect of Wavenet's obligations under this Agreement is not guaranteed nor capable of being deemed to be of the essence of this Agreement.
- 1.3.7. Subject to spare part availability and subject to the Excepted Matters, Wavenet will provide all necessary spare parts that are in the reasonable opinion of Wavenet required to Fix the Supported Equipment. All replaced parts installed into the Supported Equipment will become the property of the Customer upon installation, provided that the Support Charges and any Additional Charges (if relevant) have been received Wavenet.
- 1.3.8. The Customer may, through its authorised Customer Representatives only, any time after becoming aware of a Fault in respect of the Supported Equipment or Supported Software report such Faults to the Service Desk (an "Incident Notification") in accordance with the Incident Management process.
- 1.3.9. Once the Technical Diagnosis is completed, Wavenet will:
- 1.3.9.1. where Wavenet is unable to Fix and/or diagnose the Fault by telephone and where attendance at Customer Premises is included in the Customer's chosen Maintenance Services Level, as soon as reasonably practicable arrive at the Customer Premises to attend the Equipment;
 - 1.3.9.2. where Wavenet is unable to Fix the Fault remotely and where attendance at Customer Premises is not included in the Customer's chosen Maintenance Services Level, send a replacement part to the Customer's Premises.
- 1.3.10. Wavenet may attempt to Fix certain Faults remotely, where appropriate and applicable.
- 1.3.11. Subject to any other rights that the Customer may have under any other contract with Wavenet for the original supply or installation of the Supported Equipment, which may require repair or replacement under warranty, Wavenet will be entitled to replace any faulty or defective part of any Supported Equipment with either new or serviceable reconditioned parts at its discretion.
- 1.3.12. Wavenet will provide and/or will request repairs and/or replacement parts for the Supported Equipment by liaising directly with third parties as required to Fix the Supported Equipment.
- 1.3.13. As soon as reasonably possible following the receipt of the Incident Notification, Wavenet will notify the Customer of the estimated time of arrival for Wavenet Personnel at the relevant Customer Premises or Site.
- 1.3.14. Providing such items have been made available to Wavenet by the Customer, Wavenet will ensure that any Wavenet Personnel responding to an Incident Notification will have the relevant security clearance, card access and gate keys necessary to gain access to the Customer Premises for the purposes of providing the Maintenance Services. If Wavenet Personnel cannot gain entry to the relevant Customer Premises or Site, paragraph 1.3.19 will apply.
- 1.3.15. The Customer can cancel any Incident Notification at any time by giving notice to Wavenet. Such Incident Notification will be deemed to be Fixed and closed at the point of cancellation for the purposes of determining Wavenet's achievement or otherwise of the Service Levels. Any cancelled Incident Notification may be charged to the Customer as an Excepted Matter in accordance with the Rate Card.
- 1.3.16. Wavenet will ensure that on arrival at the Customer Premises, Wavenet Personnel notify the Customer that they have arrived. The time of arrival recorded Wavenet will be recorded as the actual Response Time to Customer Premises or Site for the purposes of calculating whether the applicable Response Time to Customer Premises or Site Service Level has been achieved in accordance with paragraph 1.14.1.
- 1.3.17. Wavenet will update the Customer as soon as reasonably possible following any material change to the estimated time of arrival of Wavenet Personnel at any Customer Premises or Site.
- 1.3.18. Subject always to the Excepted Matters, Wavenet will use its reasonable endeavours to Fix any Fault, which will include Wavenet Personnel using their own skill and judgement

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

to Fix a Fault where the actual Fault diagnosed upon arrival at the Supported Equipment does not match information provided by the Customer as part of the Incident Notification.

- 1.3.19. Where any Wavenet Personnel are unreasonably refused access to any Customer Premises or Site by the Customer or are otherwise unable to access the Customer Premises or Site, Wavenet will notify the Customer of the situation together with sufficient details to allow the parties to determine the cause and action required. Wavenet Personnel will remain at the Customer Premises or Site for a further period of fifteen (15) minutes or such time as is agreed with the Customer (whichever is the shorter). Wavenet will be entitled to charge for this period of waiting time in accordance with the Rate Card. In circumstances where Wavenet does not gain access to the Customer Premises or Site and/or Supported Equipment at all, Wavenet will be entitled to charge for the abortive visit in accordance with Wavenet's Rate Card and the Fault will be deemed to be Fixed and closed within any relevant Service Level.
- 1.3.20. If Wavenet Personnel reasonably require assistance or support from the Customer, Wavenet will contact the Customer and the Customer will provide such assistance that Wavenet Personnel may reasonably require. The Customer will not charge Wavenet for any such assistance or other support received from the Customer in relation to any Fault.
- 1.3.21. Subject to the Customer having paid for the applicable Vendor's software updates and patches and made such updates and patches available to Wavenet, where a Fault is determined to have been caused by a Software Incident, Wavenet will provide remote support of the Supported Software running on the Supported Equipment together with any other Supported Software listed as such in the Order. In response to a relevant Incident Notification, this includes applying patches to the Firmware or other Supported Software to address security vulnerability, stability, performance and/or functionality issues.
- 1.3.22. Any patches or updates will be agreed with the Customer before being applied. If the Customer requires any such update to be deferred, rescheduled or supported outside of

Normal Working Hours, additional Charges may apply, which the Customer will be notified of in advance of such Charges being incurred.

1.4. **Excepted Matters**

- 1.4.1. Unless expressly provided for under the Order as Additional Services and except where agreed Wavenet to be provided as Additional Services pursuant to paragraph 1.13, the Maintenance Services under this Agreement will not include the following (the "Excepted Matters"):
 - 1.4.2. maintaining or repairing any anything not individually listed as Supported Equipment (whether or not it is interconnected with or connected to the Supported Equipment), including but not limited to any electrical works, cabling or extension wiring that is external to the Supported Equipment;
 - 1.4.3. unless otherwise expressly agreed in the Order, Fixing any Faults in any Supported Equipment that is not located at those Customer Premises and/or Sites listed in the Order as being subject to the Maintenance Services;
 - 1.4.4. repairing or resolving any defect and/or error in any software (that is not Supported Software) used upon or in association with the Supported Equipment, including any such defect or fault as a consequence of modifications to and/or customisation of any Supported Equipment or Supported Software in accordance with a Service Request or necessary to Fix a Fault in response to an Incident Notification;
 - 1.4.5. programming, reprogramming, configuration or reconfiguration of the Supported Equipment to provide improved or modified functionality, service or facilities;
 - 1.4.6. Fixing any Faults in Supported Equipment caused by telephone area code changes or changes in Carriers;
 - 1.4.7. repairing any Fault or replacing any Supported Equipment as a result of any act of God or other force majeure, including but not limited to flood, water damage or sewage contamination, lightning, fire, explosion, acts of public enemies, terrorist attack, nuclear chemical or biological contamination, accidental damage, vandalism or act of sabotage, or theft or other loss;
 - 1.4.8. repairing any defects in the external cosmetic finishes of any Supported Equipment;
 - 1.4.9. Fixing any Fault arising as a result of:

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

- (a) accidental damage, neglect or misuse by the Customer (including, but not limited to failure to follow any relevant requirements, recommendations and/or instructions supplied Wavenet or the Vendor and/or any use of the Supported Equipment or Supported Software by the Customer for a purpose or in an operating environment other than for which it was designed);
 - (b) any defect or error in any software used on or in association with the Supported Equipment, other than Supported Software;
 - (c) telephone line conditions, failure or fluctuations in electrical power supply and/or failure of air conditioning plant or other unsatisfactory environmental conditions for the Supported Equipment;
 - (d) any repair, upgrade, maintenance or modification to the Supported Equipment (including but not limited to the connection or installation of unapproved accessories, attachments, software or other devices) by any person other than Wavenet;
- 1.4.10. relocation or transportation of the Supported Equipment, except where it has been performed by or under the direction of Wavenet;
- 1.4.11. the merger or integration of Supported Software (in whole or in part) with any other software by any person other than Wavenet;
- 1.4.12. Fixing any Hardware Fault where the such item of Supported Equipment is Beyond Economic Repair or will become unsupported due to a shortage of skills and/or spare parts;
- 1.4.13. unless otherwise expressly provided in the Order or otherwise in this Agreement, supplying, maintaining and/or replacing any ancillary or consumable items including but not limited to:
- (a) aerials and aerial systems,
 - (b) cabinets;
 - (c) batteries including 'UPS' batteries;
 - (d) cassettes and magnetic media;
 - (e) portable computer (laptop) screens;
 - (f) fuses;
 - (g) cathode ray tubes;
 - (h) printer character bands and/or print heads;
 - (i) toner cartridges and kits, image drums (EP cartridges), fuser units, transfer belts, waste toner bottles and ribbons;
 - (j) developer units;
 - (k) Vendor-recommended cleaning, service or maintenance kits or routine activities;
 - (l) laser printer drum kits and/or user maintenance kits; and
 - (m) any other consumables defined as such by the relevant Vendor;
- 1.4.14. restoring, uploading or reconstituting any data /or software applications relating to the Supported Equipment;
- 1.4.15. Fixing any Faults in Supported Equipment that appear in the relevant Order with an inaccurate or misleading description or specification;
- 1.4.16. in respect of Supported Software (including where the Supported Equipment includes Supported Software) the Customer's failure to install any updates or enhancements that have been made available to the Customer Wavenet or the Vendor;
- 1.4.17. any upgrades to Supported Equipment that are necessary to correct stability issues;
- 1.4.18. any modification or alteration of or attachment to the Supported Equipment or removal of the same and/or any upgrading or replacement of Supported Equipment that is not faulty or the supply or installation of new equipment;
- 1.4.19. routine and/or proactive maintenance services and/or maintenance visits;
- 1.4.20. in respect of any new items of Supported Equipment that are added to this Agreement, any Faults in respect of such new item of Supported Equipment, where that new item of Supported Equipment has not been deployed and in normal use and operation without error for 7 (seven) days or more following such item of Supported Equipment being added to this Agreement; and
- 1.4.21. attendance by Wavenet Personnel at the Customer Premises, where the Service Level "Part Commit" has been chosen by the Customer as stated in the Order, and which otherwise includes remote Technical Diagnosis and parts only being sent to the applicable Customer Premises or Site in accordance with paragraph 1.14.
- 1.5. **Discontinued Maintenance Services**
- 1.5.1. Without prejudice to any other right of suspension or termination of any Maintenance

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

Services under this Agreement, Wavenet will have the right to discontinue the Maintenance Services in respect of any item of Supported Equipment (without liability to the Customer) in the event that:

- 1.5.1.1. the Vendor of the Supported Equipment has ceased to supply or manufacture such Supported Equipment or relevant spare parts for such Supported Equipment; and/or
- 1.5.1.2. Wavenet is of the reasonable opinion that an item of Supported Equipment is at the end of its normal, useful working life or for which parts are no longer reasonably, commercially available or is Beyond Economic Repair or will otherwise become unsupportable; provided that Wavenet notifies the Customer as soon as reasonably practical after it is aware of any such event provided for in paragraph 1.5.1.1 and/or 1.5.1.2 and will either (upon agreement with the Customer):
 - (i) terminate the Maintenance Services in respect of the affected Supported Equipment and remove the Supported Equipment from the applicable list of Supported Equipment under this Agreement and in doing so will provide a refund of the pro rata proportion of the Support Charges for the removed Supported Equipment relating to the period following suspension and/or termination; or
 - (ii) replace or upgrade the affected Supported Equipment as an Additional Service, at the Customer's cost.

1.6. **Temporary Fix**

- 1.6.1. Where Wavenet has agreed to provide loan equipment for the purposes of a Temporary Fix ("Loan Equipment"), such Loan Equipment will remain the property of Wavenet.
- 1.6.2. The Customer will:
 - 1.6.2.1. not modify the Loan Equipment without the prior written consent of Wavenet;
 - 1.6.2.2. only use in conjunction with the Loan Equipment those accessories, attachments or items of additional equipment that have been expressly approved Wavenet;
 - 1.6.2.3. not remove the Loan Equipment from the Customer Premises without the prior written consent of Wavenet;
 - 1.6.2.4. not attempt to adjust, or repair the Loan Equipment nor authorise or permit anyone other than Wavenet or

its agents to do so without the prior-written consent of Wavenet;

- 1.6.2.5. notify Wavenet promptly if the Loan Equipment requires maintenance or is not operating correctly;
- 1.6.2.6. not sell, assign, sub-let, pledge or part with possession or control of or otherwise deal with the Loan Equipment 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 Loan Equipment;
- 1.6.2.7. keep the Loan Equipment free from distress, execution or any other legal process and will immediately give to Wavenet notice of any claim or threatened claim to the Loan Equipment by any third party;
- 1.6.2.8. provide adequate and suitable environment, space and security to house the Loan Equipment; and
- 1.6.2.9. ensure the availability of constant power supply to the Loan Equipment.

1.7. **IMAC Services**

- 1.7.1. The Customer may, through its authorised Customer Representatives only, any time during the Term of this Agreement request an IMAC Service in accordance with the Request Fulfilment Process.
- 1.7.2. Where Wavenet in its sole discretion agrees to comply with a request for IMAC Services, it will be rendered against payment of Additional Charges for the relevant period.

1.7.3. **Installations**

- 1.7.3.1. The following will be included as part of the standard IMAC Service for new installations of the relevant equipment:
 - (a) Wavenet will render the installation services at an existing Customer Premises or Site;
 - (b) the unpacking of the equipment;
 - (c) the removal of all packaging material to an onsite location designated by the Customer for disposal by the Customer;
 - (d) the assembling, installation and physical connection of the equipment to the Customer's network;
 - (e) testing the connectivity and operability of the equipment;

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

- (f) the de-installation of the old equipment or other equipment being replaced, to an onsite location designated by the Customer for disposal by the Customer (unless otherwise agreed).

1.7.4. Moves

1.7.4.1. The following will be included as part of the standard IMAC Service for moving equipment:

- (a) a move consists of a single disconnection and de-installation of the equipment at a Customer Premises or Site and the reinstallation and reconnection of the same equipment within the same Customer Premises or Site; and
- (b) testing the connectivity and operability of the relevant equipment following a move.

1.7.5. Additions and Changes

1.7.5.1. The following will be included as part of the standard IMAC Service for additions to and changes to equipment:

- (a) any change or modification as stipulated in a Service Request to an item of equipment; and
- (b) the testing of the modified equipment.

1.7.6. IMAC Projects

1.7.6.1. Requests for IMAC Services that involve more than 5 (five) (or such other amount as may be agreed in a Statement of Work) items of equipment will be treated as a project (an "IMAC Project").

1.7.6.2. Once Wavenet has agreed the IMAC Project, the Customer will need to provide to Wavenet with a completed and signed Statement of Works and Wavenet will only be obliged to proceed with an IMAC Project once it has received the required signed and completed Statement of Works.

1.8. Deskside Support Services

1.8.1. Wavenet may provide the following Deskside Support Services to the Customer where Deskside Support Services are identified within the Order, at the Customer Premises:

1.8.1.1. personal computer re-imaging (from scripts and manual re-installations) as appropriate;

1.8.1.2. software restoration (from scripts & manual re-installations) as appropriate; and

1.8.1.3. troubleshooting;

1.8.2. in each case remotely where appropriate or through attendance at the Customer Premises by a Smart Hands engineer.

1.8.3. In conducting the Deskside Support Services, Wavenet will work with Customer's Representatives to test software and documentation associated with new releases and hardware. This activity shall be requested by the Customer through a Service Request.

1.8.4. For the avoidance of doubt, software specifications will be set by the Customer and software licencing will be managed by the Customer's software licencing team.

1.8.5. Deskside Services will only be available on:

1.8.5.1. desktop personal computers;

1.8.5.2. laptops;

1.8.5.3. printers; and

1.8.5.4. in respect of thin client software (being where the server handles the bulk of the workload for a software application that runs on a personal computer or workstation and relies on a server to perform some operations);

and for the avoidance of doubt deskside support services will not therefore apply to thick client software (being where software is installed on the personal computer or workstation and the personal computer or workstation handles the bulk of the workload and implements its own features locally).

1.9. IT Clinic Services

1.9.1. Where identified in the Order that Wavenet will provide IT Clinic Services to the Customer, Wavenet will provide a IT Clinic, where End Users can raise Incidents and/or Service Requests in person on an item of Supported Equipment and/or Supported Software. Issues raised by End Users at the IT Clinic that are out of the scope of the Engineering Services will be directed to the Customer and/or assisting the End User in logging a ticket. The IT Clinic Engineers will record all Incidents and Service Requests

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

- raised by the End User at the IT Clinic with the relevant End User Service Desk.
- 1.9.2. The Customer will make available an appropriate area for the IT Clinic and any appropriate facilities and/or equipment reasonably required Wavenet Personnel at the Customer Premises free of charge to Wavenet, for Wavenet's use in providing the IT Clinic Services. The Customer will provide licensed copies of the Supported Software to Wavenet Personnel to enable them to perform the IT Clinic Services.
 - 1.9.3. As part of the IT Clinic Services, Wavenet Personnel may provide the following activities for an End User at the IT Clinic:
 - 1.9.3.1. In relation to the Supported Equipment and/or Supported Software, an End User may raise a ticket via the End User Service Desk or by attending the IT Clinic, which may then be followed up by a deskside visit to resolve the issue at an appointed time within the IT Clinic Hours.
 - 1.9.3.2. The IT Clinic Engineer may perform a re-imaging of a laptop with a standard build at the IT Clinic where requested by an End User and where such image is made readily available by the Customer.
 - 1.9.3.3. The IT Clinic Engineer may provide a troubleshooting exercise in order to resolve any issue in respect of the Supported Software. The IT Clinic Engineer may also provide an 'on the spot' demonstration of the functionality of any Microsoft Office software to answer such queries including but not limited to 'How do I...?.'
 - 1.9.3.4. In relation to the Supported Equipment and/or Supported Software, an End User may be able to book an appointment for the installation of new Supported Software, configuration and/or to identify any problems with the automatic updates to any Supported Software at the End User's desk, or where the fault is related to a laptop, the IT Clinic Engineer may agree a time with the End User to collect the laptop at the IT Clinic once such activity has been performed.
 - 1.9.3.5. The IT Clinic Engineer may also organise an informal training session at the IT Clinic during the IT Clinic Hours with one or more End Users where the Customer has identified a general need for training.
 - 1.9.4. If, for any reason, any Wavenet Personnel engaged in the IT Clinic Services become unavailable for the performance of the IT Clinic Services, Wavenet will as soon as reasonably practicable substitute a suitably skilled and experienced replacement.
 - 1.9.5. Any addition, modification or adjustment to the scope of the IT Clinic Services agreed in the Order and being provided Wavenet must be agreed in writing between the parties.
 - 1.9.6. The parties agree that nothing in this Agreement shall render the IT Clinic Engineer an employee, worker, agent or partner of the Customer and the parties agree that this is a contract for services and not of employment or secondment of Wavenet Personnel.
 - 1.9.7. The Customer will procure that the Customer Representatives will reasonably co-operate with the IT Clinic Engineer to enable Wavenet to provide the IT Clinic Services.
- 1.10. Customer Obligations**
- 1.10.1. Where The Customer will not relocate any Supported Equipment within the Customer Premises or Site, nor remove the Supported Equipment from the Customer Premises or Site where it is located as at the Start Date without the prior written consent of Wavenet, such consent not to be unreasonably withheld. Where Wavenet consents to such relocation, Wavenet may also provide the relocation and installation service, as an IMAC Project, the cost of which would be paid by the Customer as an Additional Service in accordance with paragraph 1.13.
 - 1.10.2. The Customer will:
 - 1.10.2.1. ensure that, at the Start Date, the Supported Equipment is fully functional and free from recurring faults except to the extent that such faults are disclosed in writing to Wavenet and accepted Wavenet in writing prior to the Start Date;
 - 1.10.2.2. use and/or operate the Supported Equipment and any removable media in a normal and proper manner and at all times in accordance with the Vendor's and/or Wavenet's instructions, recommendations and/or requirements;

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

- 1.10.2.3. carry out appropriate routine maintenance of the Supported Equipment in accordance with good practice and, where applicable, the Vendor's recommendations;
- 1.10.2.4. only use consumables, media and storage devices of a type approved by the Vendor;
- 1.10.2.5. where the Supported Equipment is under a Vendor's warranty, take all steps, measures and meet all requirements (including the environmental conditions) contained in the Vendor's warranty documents and/or operating instructions and Vendor's written recommendations supplied with such Supported Equipment;
- 1.10.2.6. where the Supported Equipment is located at Customer Premises (or any other Site that is not staffed by Wavenet Personnel or otherwise under the control of Wavenet):
 - (a) provide reasonable on-site 'remote hands' assistance, including but not limited to power cycling the Supported Equipment; assisting with troubleshooting and diagnosing issues including, providing sample output and other diagnostic information; carrying out minor maintenance adjustments suggested Wavenet, including but not limited to minor programming changes; and replacing certain spare parts, such as handsets including any usual stock spare parts that are available at the relevant Customer Premises or relayed Wavenet by courier or post;
 - (b) ensure that the Supported Equipment is at all times used and operated in a suitable operating environment, including, where applicable, ensuring that Supported Equipment is housed in an appropriately secure, well-ventilated cabinet with sufficient environmental control to maintain both temperature and moisture in accordance with the Vendor's operating instructions, recommendations and requirements;
 - (c) ensure the power supply to the Supported Equipment is protected to maintain continuous supply and prevent spikes and losses of power;
 - (d) make Supported Equipment (or other relevant equipment, as applicable) accessible to Wavenet and if Wavenet reasonably requests it, allow Wavenet to inspect the Supported Equipment as soon as possible following Wavenet's request;
- 1.10.2.7. appoint at least one Customer Representative, who will be appropriately experienced and/or trained in the use of the Supported Equipment. The Customer will ensure that such principal operator is available to carry out reasonable instructions and to liaise on Engineering Services matters with Wavenet;
- 1.10.2.8. not (and shall not employ or permit a third party to) make any alterations or adjustments to the programming or physical structure of the Supported Equipment or to the Supported Software without the prior written consent of Wavenet (such consent not to be unreasonably withheld or delayed); and
- 1.10.2.9. where applicable and unless agreed to be provided Wavenet under this Agreement or otherwise, provide such remote access through secure connectivity from Wavenet's management systems to the Supported Equipment as required to enable remote configuration and/or management of the Supported Equipment and Supported Software Wavenet, and maintain responsibility for any associated third party charges.
- 1.10.3. It is the Customer's sole responsibility to take adequate and regular backup copies of data and operating and application software held on the Supported Equipment in order that they may be restored in the event of corruption or other loss howsoever occasioned (including where caused by the act or omission of Wavenet) and to restore such data, operating and application software

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

in the event of corruption or loss, following an Incident or delivery of an IMAC Service, unless otherwise expressly agreed in this Agreement or in a relevant Service Request or Statement of Works.

1.10.4. The Customer will enable all relevant logons or passwords required for Wavenet Personnel (who should have their own logons). The Customer will not change or attempt to change a Username without Wavenet's written consent (not to be unreasonably withheld or delayed).

1.10.5. Where Wavenet is to install any new equipment as part of the IMAC Service, the Customer shall at its own expense and prior to the performance of such Services:

1.10.5.1. obtain all necessary consent(s) for the installation and use of the equipment, including consent for any necessary alterations to buildings;

1.10.5.2. ensure that any floor loading limits will not be exceeded;

1.10.5.3. provide suitable accommodation, foundations and environment for the equipment, including all necessary structural alterations, to permit installation, trunking, conduits and cable trays in accordance with all applicable installation standards unless such services are specifically contracted for under this Agreement; and

1.10.5.4. provide electric power required for the installation, operation, test and maintenance of the equipment.

1.11. **Exclusions from Engineering Services**

1.11.1. The following are excluded from the Engineering Services:

1.11.1.1. a dedicated helpdesk and/or, save as set out in paragraph 1.9, first line support of End Users;

1.11.1.2. repairing or replacing any Supported Equipment that cannot be fixed due to the failure of any other software or the system (not being Supported Equipment) without such unsupported software or system being repaired, or which could be fixed, but would fail again unless the unsupported software or system is repaired by the relevant third party;

1.11.1.3. unless otherwise expressly provided in the Order or otherwise in

this Agreement, repairing, maintaining or replacing of any Supported Equipment that is at the end of its normal, useful working life or for which parts are no longer reasonably, commercially available;

1.11.1.4. fixing any Software Incident for which a patch, fix or update is required from the relevant Vendor but has not yet been made available by the applicable Vendor;

1.11.1.5. PAT testing;

1.11.1.6. Apple hardware support;

1.11.1.7. audio/video equipment;

1.11.1.8. personal broadband equipment such as routers and hubs;

1.11.1.9. assistive technology hardware break-fix; and

1.11.1.10. work required due to intermittent keyboard faults.

1.11.2. Wavenet is not responsible for any defect in design, manufacture, installation or performance of the Supported Equipment, provided that where Wavenet was responsible for the original design, supply and/or installation of such Supported Equipment, its responsibilities in that regard will be dealt with under and in accordance with the relevant contract for such design, supply and/or installation.

1.11.3. The Customer is not entitled to request any Incident Notification or Service Request (and Wavenet shall not be obliged to provide Engineering Services or Additional Services including any IMAC Services) if the relevant location is:

1.11.3.1. outside the United Kingdom; or within the United Kingdom and in:

(a) the Highlands (area North and West of a line between Inverness and Fort William and West of a line between Dunoon and Fort William) and Islands of Scotland;

(b) West Cornwall (being the area west of Newquay and Truro); or

(c) the Isle of Wight, Isle of Man, Orkneys, Shetlands, Outer and Inner Hebrides, Northern Ireland, Channel Islands, Isles of Scilly.

1.11.4. Unless expressly agreed in writing to the contrary, Wavenet shall not be liable to perform any activities to address issues experienced by any or all End Users caused to any extent by a virus, malware or cyber-

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

attack and nor shall Wavenet be liable to perform any activities to restore data or to advise in respect of data security processes, systems or measures.

1.12. **Charges and Payment**

- 1.12.1. The Support Charges for the Maintenance Services are as identified in the Order.
- 1.12.2. Additional Services will be calculated in accordance with the Rate Card for Additional Services as set out in the Order From.
- 1.12.3. The Additional Charges for IMAC Services (excluding IMAC Projects) will be calculated in, accordance with the Rate Card for IMAC Services as set out or referred to in the Order From or as otherwise provided in the Order.
- 1.12.4. The Additional Charges for IMAC Projects will be as agreed by the parties and set out in the relevant Statement of Works for the relevant IMAC Project.
- 1.12.5. The Additional Charges for Deskside Support Services will be as set out or referred to in the Order From.
- 1.12.6. Deskside Support Services Charges will be invoiced annually in advance, unless otherwise stated in the Order, and any Additional Charges will be invoiced monthly in arrears.
- 1.12.7. Support Charges will be invoiced annually in advance, unless otherwise stated in the Order, and any Additional Charges will be invoiced monthly in arrears.
- 1.12.8. Unless otherwise stated in an Order, the Customer will pay the Support Charge to Wavenet in advance of the relevant period as set out in the Order and will pay any Additional Charges monthly in arrears in accordance with paragraph 1.13.

1.13. **Additional Services**

- 1.13.1. Wavenet may, in its sole and absolute discretion, use its reasonable endeavours to provide all or any of the Excepted Matters as Additional Services and in doing so, will be entitled to charge the Customer for the same by levying Additional Charges in accordance with Wavenet's standard prevailing charges from time to time. and paragraph 1.13.4. Wavenet's performance in relation to responding to and/or otherwise providing such Additional Services in accordance with this paragraph 1.13.1, will not be counted in relation to its achievement or otherwise of the Service Levels. Such Additional Services will

be performed during Normal Working Hours, unless otherwise agreed in writing Wavenet.

- 1.13.2. In relation to equipment that is not Supported Equipment, requests can still be made by the Customer to Wavenet to attend to and/or resolve any fault, issue, matter or notice in relation to such equipment. Wavenet will respond to such requests (seeking to act, where practicable, in the spirit and intent of these Service Specific Conditions), and the Customer will be liable to pay Wavenet the Additional Charges in accordance with the Rate Card and paragraph 1.13.4. Notwithstanding any provision to the contrary, such incidents will not benefit from any Service Level measurement and/or performance indicator measurements. Wavenet's performance in relation to responding to and/or otherwise providing such Additional Services in accordance with this paragraph 1.13.2, will not be counted in relation to its achievement or otherwise of the Service Levels.
- 1.13.3. The following will be classed as Additional Services under these Service Specific Conditions and if undertaken Wavenet will be entitled to charge the Customer Additional Charges in accordance with paragraph 1.13.4:
 - 1.13.3.1. if Engineering Services are provided in circumstances where any person who is reasonably skilled and competent in the field of maintaining the appropriate telecommunications or information technology equipment would have judged the Customer's request to have been unnecessary;
 - 1.13.3.2. if the Customer reports an apparent fault of the Supported Equipment to Wavenet and upon investigation Wavenet the Supported Equipment and/or its Installation is found not to be defective;
 - 1.13.3.3. where Wavenet determines that a fault that has been reported to Wavenet is a fault of the Carrier; and/or
 - 1.13.3.4. to the extent caused by a breach by the Customer of its obligations in paragraph 1.10;
 - 1.13.3.5. any additional costs arising due to Engineering Services being delayed at the Customer's request, physical

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

access issues and/or planned downtime by the Customer;

1.13.3.6. provision of any data recovery or data security services; and/or

1.13.3.7. activities undertaken to address issues experienced by any or all End Users caused by a virus, malware or cyber-attack.

1.13.4. Additional Charges will be levied and invoiced Wavenet in accordance with the standard prevailing charges from time to time as follows:

1.13.4.1. following completion of any Additional Services supplied under paragraphs 1.13.1, 1.13.2, 1.13.3.1, 1.13.3.4 and/or 1.13.3.5; or

1.13.4.2. following completion of the investigation and/or call out in respect of paragraphs 1.13.3.2 and 1.13.3.3; and

such Additional Charges may include (without limitation) a charge for the investigation and/or for any call-out in accordance with the Rate Card for Additional Services and/or for any Supported Equipment sent out to the Customer in any postal exchange (in respect of which Wavenet reserves the right to make a charge up to the replacement value of the Supported Equipment in question sent out to the Customer).

1.13.5. Unless otherwise stated in the Order, Additional Charges will be payable by the Customer within thirty (30) days of the date of Wavenet's invoice for such Additional Charges.

1.14. Service Levels

1.14.1. **Standard Response Time to Customer Premises or Site Service Levels**

The Customer will benefit from the Service Levels as identified in the Order or the relevant Statement of Work, or if none are stated, in accordance with the Service Levels set out under the column headed "Part Only" in Table 1 in this paragraph 1.14. Wavenet will use its reasonable endeavours to arrive at the Customer Premises or Site within the times stated below in Table 1, depending on the Service Level chosen by the Customer as stated in the Order, which shall commence from the completion and conclusion of the Technical Diagnosis as notified to the Customer and end once Wavenet Personnel

have arrived at the Customer Premises or Site in accordance with paragraph 1.3.16.

Table 1 – Response Time to Customer Premises or Site for Maintenance Services – Part Commit

| Support hours | Maintenance Part Commit |
|-----------------|--|
| | Part only |
| Standard | 09:00-18.00 Monday to Friday NBD Part delivery |
| Enhanced | 07:00 to 21:00 (07:00 to 17:00 Sunday & BH) Monday to Sunday 8 Hour Part delivery |
| 24 Hour | 24x7x365 4 Hour Part delivery |

Table 2 – Response Time to Customer Premises or Site for Maintenance Services – Engineer Commit

| Support hours | Maintenance Engineer Commit |
|-----------------|--|
| | Part & Engineer response to site |
| Standard | 09:00-18.00 Monday to Friday NBD Part & Engineer to site |
| Enhanced | 07:00 to 21:00 (07:00 to 17:00 Sunday & BH) Monday to Sunday 8 Hour Part & Engineer to site |
| 24 Hour | 24x7x365 4 Hour Part & Engineer to site |

Table 3 – Response Time to Customer Premises or Site for Maintenance Services – Engineer Fix

| Support hours | Maintenance Engineer Fix |
|---------------|--------------------------|
|---------------|--------------------------|

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

| | Part & Engineer with fix commitment |
|-----------------|--|
| Standard | 09:00-18.00 Monday to Friday NBD Fix |
| Enhanced | 07:00 to 21:00 (07:00 to 17:00 Sunday & BH) Monday to Sunday 8 Hour Fix |
| 24 Hour | 24x7x365 4 Hour Fix |

*Note: The calculation of the Response Time to Customer Premises or Site for either parts or Wavenet Personnel starts on the completion of the Technical Diagnosis, as notified to the Customer.

**Note: In order to achieve NBD delivery, cut-off time is 3pm on the day the fault is logged for completion of the Technical Diagnosis.

***Note: Maintenance Engineer Fix is not available to all technologies

1.15. **Software Incident Response Service Level**

1.15.1. The Incident Response Times are provided in accordance with paragraph 3.6.1.3.

1.16. **Cisco Partner LCSS**

1.16.1. Where Wavenet is providing Cisco Partner LCSS to the Customer (which will be identified in the Order as a "Partner LCSS" service), Wavenet will respond to an Incident Notification for Priority Level 1 and Priority Level 2 and will record, classify and begin investigation of such Incident within 30 minutes of Incident Notification.

2. **SERVICE MANAGEMENT SERVICES**

2.1. **Service Start Date**

2.1.1. The Start Date of the Service Management shall be the date specified as such in the Order or, if no date is specified, the Effective Date of this Agreement.

2.2. **Initial Term**

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

2.3. **Service Management**

2.3.1. Wavenet will provide a named Service Manager for the Customer for the Services. The Service Manager may be Standard,

Enhanced, Premium or Dedicated as specified in the Order. Any addition, modification or adjustment to the type of Service Manager and/or the Service Management Tier agreed in the Order for a period longer than 14 days must be agreed in writing between the parties as a Variation to this Agreement.

2.3.2. If, for any reason, any named Service Manager will be unavailable for the performance of the Service Management (including but not limited to annual leave, training, promotion, resignation, dismissal, ill health or accident), Wavenet will as soon as reasonably practicable substitute a suitably experienced replacement.

2.3.3. Wavenet will not permanently (or for any period of time greater than one (1) month) substitute an alternative or replacement Dedicated Service Manager under this Agreement without having first obtained the Customer's approval, such approval not to be unreasonably withheld or delayed.

2.3.4. Wavenet will provide Service Management to the Service Management Tier specified in the Order in accordance with Table 1 (Service Management Tiers) in paragraph 2.3.7 and in accordance with paragraphs 2.4, 2.5 and 2.6, as applicable.

2.3.5. Wavenet will organise and hold service review meetings at the frequency set out in Table 1 (Service Management Tiers) on such dates as mutually agreed between the parties. The service review meetings will held be virtually, either as a conference call only or potentially using video conferencing. The Service Manager is not required to attend service review meetings in person, unless the Service Manager is Enhanced, Premium or Dedicated.

2.3.6. Wavenet will use its reasonable endeavours to ensure that the Service Manager is available within Normal Working Hours on reasonable notice to provide all such reasonable assistance or information that the Customer may require in relation to the management of the Services.

2.3.7. Wavenet will provide the Management Services accordance with Table 1 below (Service Management Tiers), depending on the type of Service Management specified in the Order.

Table 1 – Service Management Tiers

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

| | Standard | Enhanced | Premium | Dedicated |
|--------------------------|---------------------------|--|------------------------------|-----------|
| | SM-SYNS | SM-SYNE | SM-SYNP | SM-DED |
| Meeting Frequency | | | | |
| Service Review Meeting | Quarterly conference call | Quarterly face to face meeting and monthly conference call | Monthly face to face meeting | Bespoke |
| Strategic Review Meeting | Not applicable | Annually face to face | Annually face to face | Bespoke |
| Service Elements | | | | |
| Service Reporting | Quarterly | Monthly | Monthly | Bespoke |

| | Standard | Enhanced | Premium | Dedicated |
|--|----------------|-------------|-------------|-------------|
| | SM-SYNS | SM-SYNE | SM-SYNP | SM-DED |
| Lifecycle Management | Annual | Annual | Annual | As required |
| Service Improvement Plan | As required | As required | As required | As required |
| Continual Service Improvement | Not applicable | Yes | Yes | Bespoke |
| Operations Manual Maintenance | Standard | Enhanced | Enhanced | Bespoke |
| Escalation Management | Included | Included | Included | Included |
| Pre go-live engagement and management of new customers into live service | Included | Included | Included | Included |

2.4. **Standard Service Management**

2.4.1. The Standard Service Management is served by Wavenet Personnel who are based at an office or other site of Wavenet. This Service Management Tier provides Service Management engagement from Wavenet, with service review meetings held virtually, either as a conference call only or potentially using video conferencing.

2.5. **Enhanced And Premium Service Management**

2.5.1. Enhanced and Premium Service Management is served by Wavenet Personnel who are mobile and can work from any of Wavenet's

office locations or, on occasions, from Customer Premises or other Sites. This Service Management Tier provides regular Service Management engagement from Wavenet, with service review meetings and strategic review meetings held face-to-face either at Wavenet's sites or Customer Premises.

2.6. **Dedicated Service Management**

2.6.1. Where Dedicated Service Management is specified in the Order, Wavenet will provide the Dedicated Management Services in accordance with the column with the heading "Dedicated" in Table 1 (Service Management Tiers). Unless otherwise expressly agreed, the Dedicated Service Manager will be primarily focused on the Customer's Services and will devote such time as may be necessary for the proper performance of the Service Management.

2.7. **Improvement Plans**

2.7.1. Wavenet will, on a reactive basis in response to an issue or concern raised by the Customer, initiate and own a service improvement plan ("SIP") using Wavenet's standard action and risk register templates to address any shortfalls in the Services identified by the Customer. The SIP will be used to collate and track targeted improvement initiatives, actions and the relevant progress made against each in response to the relevant issue.

2.7.2. Where identified in Table 1 (Service Management Tiers) that the Service Management includes continual service improvement, Wavenet will on a proactive basis initiate and own a continual service improvement plan ("CSIP") using Wavenet's standard action and risk register templates to monitor the service delivery and address any identified shortfalls. The CSIP will be used to collate and track continuous service improvement initiatives, actions and the relevant progress made against each. The CSIP will be an agenda item within the regular service review meetings to discuss any service improvement initiatives and their progress.

2.8. **Service Operations Manual**

2.8.1. Where identified in Table 1 (Service Management Tiers) that the Service

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

Management includes for a “Standard” service operations manual, Wavenet will create, on or shortly after the Start Date, an operations manual, which will be maintained and owned Wavenet and shared with the Customer on request. The template and content to be captured and maintained within the operations manual is at Wavenet’s discretion and will identify the following information relevant to the Customer:

- 2.8.1.1.key Wavenet contacts;
 - 2.8.1.2.support contact details;
 - 2.8.1.3.escalation matrix;
 - 2.8.1.4.in-scope service summary;
 - 2.8.1.5.operational process overviews;
 - 2.8.1.6.Customer contacts and authorisation matrix; and
 - 2.8.1.7.such other information as this Agreement expressly requires.
- 2.8.2.Where identified in Table 1 (Service Management Tiers) that the Service Management includes for an “Enhanced” service operations manual, Wavenet will create, on or shortly after the Start Date, an operations manual in accordance with paragraph 2.8.1, together with the following additional information relevant to the Customer:
- 2.8.2.1.the Customer architecture and Service detail;
 - 2.8.2.2.core/critical business application details; and
 - 2.8.2.3.any agreed Customer-specific processes.

2.9. **Strategic Review Meetings**

2.9.1.For either Enhanced, Premium or Dedicated Service Management, Wavenet will organise a strategic review meeting according to the frequency set out in Table 1 (Service Management Tiers), on dates mutually agreed between the parties, as follows:

- 2.9.1.1.the strategic review meetings will be held as either a face-to-face meeting at Wavenet’s Site or Customer Premises, or as a conference call, potentially using video as well as audio, as mutually agreed between the parties; and
- 2.9.1.2.Wavenet will be represented by a member of its management team, the account manager aligned to the Customer and the Service Manager.

2.10. **Reporting**

2.10.1. Wavenet will provide Reports at the frequency set out in Table 2 (Reporting). The Reports will be delivered electronically, either as an emailed attachment or via a web portal.

2.10.2. Where Wavenet is providing Services for Supported Equipment under this Agreement, Wavenet will provide a lifecycle management report on an annual basis, either on or around the anniversary of the Start Date or an alternative date agreed between Wavenet and the Customer, identifying the following information:

- 2.10.2.1. a list of all Supported Equipment;
- 2.10.2.2. an identifier per item of Supported Equipment of the Vendor’s lifecycle status (for example ‘end of sale’, ‘end of support’, ‘sunset announcement’);
- 2.10.2.3. any known end of sale, end of support, end of life dates as available from the Vendor; and
- 2.10.2.4. recommendations to remedy any Supported Equipment that has a supportability status requiring action now or in the future, in accordance with the Vendor’s advice or based on Wavenet’s opinion as a good practice approach to address the supportability requirement.

2.10.3. Subject to paragraph 2.10.4, Wavenet will provide the following Reports as part of the Service Management:

Table 2 - Reporting

| Report | Description | Frequency |
|----------------------------|--|--|
| Service Performance Report | A standard Service report identifying Wavenet’s Service Level performance against all Services, with contextual information, including regarding the volume of incidents and/or service requests managed Wavenet | Annually, quarterly, monthly or bespoke as per the Service Management Tier |
| Capacity Report | A standard report, as specified Wavenet, providing information on the capacity used for the Enterprise Plus service option. | Monthly or quarterly as agreed with the Customer |
| Availability Report | A standard report, as specified Wavenet, providing information on the availability used for | Monthly or quarterly as agreed with the Customer |

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

| | | |
|-----------------------------|--|---|
| | the Enterprise Plus service option. | |
| Lifecycle Management Report | As provided in accordance with paragraph Error! Reference source not found. | Annually on or around the anniversary of the Start Date |

2.10.4. Capacity Reports and/or availability Reports are only delivered where Wavenet is providing an Enterprise Plus service option as identified in the Order. The lifecycle management Report is only delivered where Wavenet is providing Services for Supported Equipment under this Agreement.

2.11. Customer Obligations

2.11.1. The Customer will:

2.11.1.1. where applicable, provide the following accommodation and services free of charge for the benefit of the Dedicated Service Manager for the duration of the provision of the Service Management at the relevant Customer Premises:

- (a) connection to the Customer's computer servers and/or internet connection (but for the avoidance of doubt, not the provision of laptops or computers);
- (b) suitable office and desk accommodation and the use of all normal office facilities, including telephones, printers and other office facilities;
- (c) all usual site catering and welfare facilities, available for the Customer's own employees; and
- (d) such other facilities that may be stipulated in the Order and/or are reasonably required by the Dedicated Service Manager for the provision of the Service Management;

2.11.1.2. identify, confirm and provide the details of a relevant peer within the Customer's organisation to be the primary interface to the Service Manager;

2.11.1.3. assist in setting End User expectations in respect of the Service Levels and relevant service limitations across its business; and

2.11.1.4. provide to Wavenet a relevant contact list of relevant Customer

Representatives for the purposes of the Services and provide regular updates to such list. This list will include all contact details for the Customer's internal escalation routes and standby call-out rotas.

2.11.2. The Customer will ensure that escalation of Service issues to the Service Manager occur only from Wavenet's Representative (and not End Users) and only once the relevant operational escalation processes (for example service desk processes) have been followed without resolution or such process have otherwise failed.

2.12. Exclusions From The Services

2.12.1. The following are excluded from Service Management:

2.12.1.1. where any configuration of Reports and/or additional reporting is specified in this Agreement, any reconfiguration of such Reports or any other additional reports;

2.12.1.2. any technical and/or operational responses based on the output of the Reports;

2.12.1.3. any performance management of third party break-fix maintenance providers, including any responsibility for managing that third party provider's responsibilities to meet any service levels to the Customer (except where that provider is directly contracted via Wavenet to provide the services to the Customer under this Agreement);

2.12.1.4. in providing the lifecycle management report and/or capacity and/or availability reports, responsibility for providing pricing and/or taking remedial action on behalf of the Customer as part of any support agreement, unless and until the parties agree otherwise as a Variation to this Agreement;

2.12.1.5. technical consulting and/or or training, provided that the Service Manager will otherwise answer all reasonable non-technical enquiries received from the Customer's Representatives; and

2.12.1.6. with regards to SIPs and CSIPs, at no time shall Wavenet be obliged to use or contribute to a Customer-owned action and risk register template.

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

Service Management is priced solely on the basis of Wavenet using its own documents and templates.

2.13. **General**

2.13.1. The parties agree that the Service Management provided under this Agreement is a contract for services and not of employment or secondment. It is the parties' intention that the Service Manager and other relevant Wavenet Personnel shall not have the status of employees of the Customer during the Term.

2.13.2. Wavenet may at its discretion grant access permission to the Customer to use a reporting and management service portal, which is designed to facilitate Wavenet's Service Management under this Agreement. Wavenet understands that while Wavenet may elect, in its discretion, to make such portal available at no charge, Wavenet makes no promise, guarantee or commitment to do so or to maintain any such access if granted.

2.13.3. Wavenet will use reasonable endeavours to procure that the Service Manager complies with all relevant Customer policies relating to the Customer Premises where the Service Manager will be working, including but not limited to site access and security, use of information and communication systems, anti-harassment and bullying, no smoking and dress code policies.

2.14. **Charges And Invoicing**

2.14.1. The Charges for Service Management are as identified in the Order. The Charges will be invoiced quarterly in advance, with the first invoice issued Wavenet on or around the Start Date for Service Management and quarterly thereafter, prior to each relevant quarter.

2.14.2. The Charges for Enhanced, Premium and Dedicated Service Management include all reasonable travel and other expenses incurred by the Service Manager in visiting the Customer Premises for the purposes of Service Management in accordance with the normal frequencies provided for in these Service Service Specific Conditions, but for the avoidance of doubt excluding international travel and any other travel to Customer Premises and/or Sites that are not the Service Manager's usual place of work for the Customer.

2.14.3. The Charges for Standard Service Managers do not include any allowances for travel and other expenses. To the extent that Wavenet agrees that the Service Manager (or any other Wavenet Personnel) will travel to any Customer Premises for the purposes of Service Management, all relevant travel, accommodation and other expenses, shall be charged to the Customer in addition to the Charges.

3. **STANDARD OPERATIONAL SERVICES**

3.1. **Service Start Date**

3.1.1. The Start Date of the Standard Operational Services is the date specified as such for the Relevant Services.

3.2. **Initial Term**

3.2.1. The Initial Term for the Standard Operational Services is the Initial Term for the Relevant Services.

3.3. **Service Start Date**

3.3.1. The Start Date of the Standard Operational Services is the date specified as such for the Relevant Services.

3.4. **Service Deliverables**

3.4.1. **The Relevant Services**

The Standard Operational Services will be available to the Customer for those Services that include an on-going managed service provision from Wavenet and that therefore require a formal mechanism for Incident Management, Change Management and other regular communications between the Customer and Wavenet (the "Relevant Services") to the extent that the relevant Service Specific Conditions provide for the relevant element of the Standard Operational Services (Change Management, Event Management, Incident Management and/or Problem Management) under these Standard Operational Services.

3.4.2. **Service Desk**

3.4.2.1. Wavenet will provide a Service Desk to act as the point of contact for handling Service Requests and Incident Notifications in respect of the Relevant Services. The Service Desk will be used by the Customer and other customers of Wavenet.

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

3.4.2.2. The Service Desk is for use by Customer Representatives only and, unless expressly provided in an Order or the applicable Service Specific Conditions, is not intended to handle calls or other contact from End Users.

3.4.2.3. The Service Desk will be available:

- (a) during the Service Desk Hours, for logging, recording and managing Service Requests and Incident Notifications in relation to the Relevant Services;
- (b) during the Service Desk Hours, for diagnosing any Critical Incident (and/or any High Risk Incident as defined in Table 2 (Priority Level Examples) in paragraph 3.5.1 that is not limited to being provided during the Support Hours in accordance with Table 3 (Incident Response Times) in paragraph 3.6.1.3) for any Relevant Service; and
- (c) during the Support Hours, for diagnosing any Incident other than an Incident to which paragraph 3.4.2.3(b) above applies for any Relevant Service.

3.4.2.4. For all Relevant Services, Wavenet will further provide:

- (a) an authorisation process to validate the identity of the Customer Representative and the rights of each such Customer Representative in relation to Service Requests and Incident Notifications;
- (b) a process for categorising the incoming Service Requests and Incident Notifications as Events, Incidents, Problems, Changes and/or Service Requests; and
- (c) a process for categorising all Incidents with an appropriate Priority Level in accordance with paragraph 3.5.1.

3.4.3. Event Management

3.4.3.1. Where monitoring expressly forms part of the Relevant Services as provided for in the relevant Service Specific Conditions for the Relevant Services, an Event ticket will be created Wavenet's monitoring system when specific thresholds or conditions are

met for the Relevant Services being monitored. The Event will be allocated a priority according to the agreed parameters set in the monitoring system.

3.4.3.2. Wavenet will:

- (a) record, classify, diagnose and/or resolve Events as applicable in order to minimise any risk to the Relevant Services;
- (b) raise an Incident Notification for any service impacting Events and notify the Customer of such Incident promptly, such Incident will be allocated a Priority Level based on Wavenet's estimate of the potential impact and urgency at the time of raising the Incident Notification; and
- (c) contribute to Wavenet's knowledge management system with diagnosis and/or resolution information, known errors, workarounds and technical information as appropriate to support the management of Events, Problems and Incidents for the Customer.

3.4.4. Incident Management

3.4.4.1. The Customer may at any time during the Service Desk Hours raise an Incident Notification with the Service Desk either by telephone and/or via an internet portal as directed Wavenet from time to time. Critical Incidents must always be raised by the Customer with Wavenet's Service Desk by telephone.

3.4.4.2. Once the Customer has raised an Incident Notification Wavenet will:

- (a) create a record of the Incident Notification and provide an Incident Notification reference number to the Customer;
- (b) attempt to diagnose the Incident initially by telephone;
- (c) categorise the Incident in accordance with the priorities set out in paragraph 3.5.1; and
- (d) commence the Technical Diagnosis.

3.4.4.3. In providing Incident Management, Wavenet will use reasonable endeavours to ensure that normal

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

service operation is restored as quickly as possible and that business impact to the Customer is minimised.

3.4.4.4. Wavenet will:

- (a) notify the Customer of the outcome of the Technical Diagnosis as soon as reasonably practicable, including notification of any next steps being undertaken Wavenet to seek to resolve the Incident, which may include a recommended Change;
- (b) use reasonable endeavours to correctly diagnose and take steps to resolve Incidents in accordance with the Priority Level for that Incident, as soon as reasonably practicable in order to minimise impact to the Relevant Services
- (c) assign technical ownership of the Incident and allocate the necessary resources and skills to work on the Incident;
- (d) work collaboratively with the Customer as required to restore the Relevant Services as soon as reasonably possible;
- (e) endeavour to provide regular updates in relation to Incidents as reasonably agreed with the Customer; and
- (f) use the outcome of any Incident to contribute to Wavenet's knowledge management system for the Customer with diagnosis and/or resolution information, known errors, workarounds and technical information as appropriate to support the management of Events, Problems and Incidents for the Customer.

3.4.5. Major Incident Management

3.4.5.1. A Critical Incident may be upgraded to a Major Incident where it demands a response beyond the routine Incident Management process following discussion and agreement between Wavenet and the Customer (both acting reasonably).

3.4.5.2. Major Incident Management includes compliance with all obligations for Incident Management in paragraph 3.4.4 above.

3.4.5.3. In the event of a Major Incident being declared Wavenet will:

- (a) assign an Incident manager who will be sufficiently empowered to oversee the restoration of the Relevant Services as soon as reasonably practicable;
- (b) provide Major Incident progress updates at least hourly for the duration of the Major Incident; and
- (c) provide a Major Incident report within five (5) Business Days of the Major Incident, including a summary of the Incident, the root cause (where established) and any agreed or proposed corrective actions or next steps (whether or not involving a Change or a Variation to this Agreement).

3.4.6. Problem Management

3.4.6.1. Where Problem Management expressly forms part of the Relevant Services as provided for in the relevant Service Specific Conditions for the Relevant Services, Wavenet will create and manage a record of any Problems identified and the outcome of any investigations and/or recommendations identified in accordance with paragraph 3.4.6.2.

3.4.6.2. Wavenet will use reasonable endeavours to:

- (a) investigate the underlying cause of a Problem;
- (b) investigate any potential steps that may be taken by either party (whether or not involving a Change or a Variation to this Agreement) to either solve or remove the Problem or prevent further Incidents from happening; and/or
- (c) seek to minimise the impact of future Incidents that cannot be prevented by having effective workarounds detailed and available to both the Customer's and Wavenet's service teams.

3.4.7. Request Fulfilment Process

3.4.7.1. The Customer may at any time during the Service Desk Hours raise a Service Request with the Service Desk by telephone and/or via an internet portal as directed Wavenet from time to time. Service Requests are logged and

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

managed Wavenet in accordance with Wavenet's standard processes.

3.4.7.2. Wavenet will:

- (a) fulfil all Service Requests in accordance with the relevant Service Specific Conditions;
- (b) fulfil all Service Requests in accordance with the Service Request Response Times set out in the relevant Service Specific Conditions if any, otherwise in accordance with paragraph 3.6.2.2; and
- (c) work collaboratively with the Customer as required to ensure timely fulfilment of Service Requests.

3.4.8. Change Management

3.4.8.1. Wavenet will provide an appropriate governance structure for planning, executing and closing Changes that are required to be made to any live and supported Customer environments, systems or applications. Changes are classified as either a Standard Change, a Normal Change or an Emergency Change (each as provided in accordance with paragraphs 3.4.8.3 to 3.4.8.5).

3.4.8.2. On the Customer's reasonable request, Wavenet will provide an audit trail of all Changes to the Relevant Services made Wavenet in order to determine the Change made and the authorisation to make the Change.

3.4.8.3. Standard Change

For the management of Standard Changes, Wavenet will:

- (a) work collaboratively with the Customer as required to ensure timely but safe execution of Standard Changes;
- (b) execute all Standard Changes in a controlled manner in line with any applicable Customer policies and procedures, provided that such policies and procedures have been provided to Wavenet in writing prior to date on which this Agreement has been entered into and approved Wavenet; and
- (c) review any incomplete or failed Standard Changes and provide

relevant information and corrective actions.

Standard Changes are, unless otherwise agreed, pre-approved by the Customer and do not require separate formal approval on a case by case basis.

3.4.8.4. Normal Change

For the management of Normal Changes, Wavenet will

- (a) adhere to the obligations for Standard Changes set out in paragraph 3.4.8.3(a) in respect of any Normal Changes;
- (b) provide preliminary advice to the Customer regarding the likely risk and impact of the Normal Change to the Relevant Services;
- (c) produce a change plan for the Normal Change, detailing:
 - (i) the proposed steps for the Change;
 - (ii) the risks associated with the Change;
 - (iii) the roll back plan; and
 - (iv) proposed scheduling for the Change.
- (d) seek formal written approval for the Normal Change from the Customer and agree scheduling for the Normal Change with the Customer prior to executing the Normal Change.

3.4.8.5. Emergency Change

Where the Customer agrees that the Change is an Emergency Change, but where such Change would otherwise be a Normal Change, Wavenet may proceed with the Emergency Change on verbal approval only from the Customer and will follow with the written documentation for the Change as soon as reasonably practicable following the Change.

(a) For the management of Emergency Changes, Wavenet will:

- (i) work collaboratively with the Customer as required to ensure timely execution of the Change;
- (ii) seek verbal approval for the Emergency Change (which may be outside of

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

- any agreed change approval process for Normal Changes) from the Customer and agree scheduling for the Emergency Change with the Customer; and
- (iii) review incomplete and failed Emergency Changes and provide relevant information and corrective actions.
- (b) Wavenet will not be responsible for any delay in implementing an Emergency Change upon which the resolution of an Incident may be dependent, where the Customer does not provide verbal consent to proceed with such Emergency Change.

3.5. Incident Priority Levels

3.5.1. Wavenet will categorise and log Incidents through the Service Desk using the following Incident Priority Levels as set out in Table 1 (Priority Level Overview) and as more particularly described in Table 2 (Priority Level Examples):

Table 1: Priority Level Overview

| Impact / Urgency | 1 - Organisation Wide | 2 - Multiple Business Functions or Single Customer Premises | 3 - Single Business Function | 4 - Individual user |
|---------------------------|-----------------------|---|------------------------------|---------------------|
| 1 - Total Loss of service | P1 | P1 | P2 | P3 |
| 2 - Degraded service | P1 | P2 | P3 | P3 |
| 3 - Threat to service | P2 | P3 | P3 | P4 |
| 4 - Non-urgent | P3 | P3 | P4 | P4 |

Table 2: Priority Level Examples

| Priority | Examples |
|----------|---|
| P1 | <p>Critical Incident</p> <p>Significant revenue, operational or safety impact on the Customer.</p> <p>A total loss of Service affecting a single Customer Premises or multiple departments or business functions of the Customer.</p> |

| | | |
|----|----------------------|---|
| | | A Service is significantly degraded affecting the entire Customer organisation. |
| P2 | High Risk Incident | <p>A total loss of a Service affecting a single department or business function of the Customer.</p> <p>A Service is degraded or impacted affecting multiple departments or a single Customer Premises.</p> |
| P3 | Medium Risk Incident | <p>A Service is degraded or impacted affecting a single department or business function of the Customer.</p> <p>A Service is degraded or a total loss of Service for an individual End User.</p> |
| P4 | Minor Incident | Any Incident not classified as a P3 or above. |

3.6. Service Levels

3.6.1. General

3.6.1.1. Subject to paragraph 3.6.1.2, Wavenet will provide the Standard Operational Services in accordance with the Service Levels set out in this paragraph 6.

3.6.1.2. Wavenet will provide the Standard Operational Services in accordance with any Service Levels identified in the Order or the relevant Service Specific Conditions for the Relevant Services.

3.6.1.3. Wavenet will respond to an Incident Notification in accordance with paragraph 3.4.4.2 within the Incident Response Times below, unless otherwise set out in the Order.

Table 3: Incident Response Times

| Priority | Title | Incident Response Time | Service Level | Coverage Hours |
|----------|------------------------|--|---------------|-----------------------------|
| P1 | Incident Response - P1 | Wavenet to record, classify and begin investigation within 1 hour | 90% | 24x7 |
| P2 | Incident Response - P2 | Wavenet to record, classify and begin investigation within 4 hours | 90% | Service Desk Business Hours |

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

| | | | | |
|----|------------------------|---|-----|-----------------------------|
| P3 | Incident Response – P3 | Wavenet to record, classify and begin investigation within 8 hours | 90% | Service Desk Business Hours |
| P4 | Incident Response – P4 | Wavenet to record, classify and begin investigation within 24 hours | 90% | Service Desk Business Hours |

3.6.2. Request Fulfilment Service Levels

3.6.2.1. Wavenet will categorise all Service Requests received via the Service Desk based on the relevant information provided by the Customer at the time of raising the Service Request, as follows:

- (a) Urgent means any Service Requests assessed as urgent Wavenet (acting reasonably) based on the relevant information provided by the Customer when raising the Service Request (taking into account issues notified by the Customer including but not limited to possible regulatory obligations to respond to or risk to service or reputation);
- (b) Normal means any Service Request that is not Urgent; and
- (c) Standard means a packaged Service Request pre-approved Wavenet and as detailed in the Service Request Catalogue.

3.6.2.2. Unless otherwise set out in the Order, Wavenet will pick up a Service Request, open a ticket for the Service Request and begin working on the Service Request within the Service Request Response Times set out in Table 4 (Service Request Response Times) below.

Table 4: Service Request Response Times

| Service Request Categorisation | Service Request Response Time | Coverage Hours |
|--------------------------------|-------------------------------|----------------|
|--------------------------------|-------------------------------|----------------|

| | | |
|----------|-----------------|-----------------------------|
| Urgent | 1 Business Day | Service Desk Business Hours |
| Normal | 2 Business Days | Service Desk Business Hours |
| Standard | 2 Business Days | Service Desk Business Hours |

3.7. Enhanced Service Levels

3.7.1. General

3.7.1.1. Where specified in the Order that Wavenet is providing Enhanced Service Levels, the following will apply in addition to the Service Levels:

- (a) Incident Management Enhanced Service Levels as set out in paragraph 3.7.2;
- (b) Request Fulfilment Enhanced Service Levels as set out in paragraph 3.7.3; and
- (c) Change Management Enhanced Service Levels as set out in paragraph 3.7.4.

3.7.2. Incident Management Enhanced Service Levels

3.7.2.1. Unless otherwise set out in the Order, Wavenet will resolve an Incident in relation to the Relevant Services within the Incident Technical Resolution Time as set out in Table 5 (Incident Technical Resolution Times) below

Table 5: Incident Technical Resolution Times

| Priority | Title | Incident Technical Resolution Time | Service Level | Coverage Hours |
|----------|------------------------------------|------------------------------------|---------------|----------------------------------|
| P1 | Incident Technical Resolution – P1 | Resolution within 4 hours | 90% | 24x7 |
| P2 | Incident Technical Resolution – P2 | Resolution within 8 hours | 90% | Technical Support Business Hours |
| P3 | Incident Technical Resolution – P3 | Resolution within 16 hours | 90% | Technical Support Business Hours |

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

| | | | | |
|----|------------------------------------|----------------------------|-----|----------------------------------|
| P4 | Incident Technical Resolution – P4 | Resolution within 40 hours | 90% | Technical Support Business Hours |
|----|------------------------------------|----------------------------|-----|----------------------------------|

required to a Change in relation to the Relevant Services within the Change Management Times as set out in Table 7 (Change Management Times) below depending on the categorisation level for the Change.

3.7.3. Request Fulfilment Enhanced Service Levels

3.7.3.1. Unless otherwise set out in the Order, Wavenet will complete a Standard Service Request in relation to the Relevant Services, within the Standard Service Request Completion Times as set out in Table 6 (Standard Service Request Completion Times) below depending on the categorisation level for the Service Request as follows:

- (a) Simple means a single step standardised Service Request pre-approved Wavenet and specified in the Service Request Catalogue for the Relevant Service; or
- (b) Complex means a multi-step standardised Service Request pre-approved Wavenet and specified in the Service Request Catalogue for the Relevant Service.

Table 6: Standard Service Request Completion Times

| Standard Service Request Categorisation | Standard Service Request Completion Time | Service Level | Coverage Hours |
|---|--|---------------|-----------------------------|
| Simple | Requests completed within 3 Business Days as specified in Service Request Catalogue | 90% | Service Desk Business Hours |
| Complex | Requests completed within 10 Business Days as specified in Service Request Catalogue | 90% | Service Desk Business Hours |

3.7.4. Change Management Enhanced Service Levels

3.7.4.1. Unless otherwise set out in the Order, Wavenet will implement or respond as

Table 7: Change Management Times

| Title | Change Management Times | Service Level | Coverage Hours |
|-----------------|--|---------------|----------------------------------|
| Normal Change | Changes assessed and response to Customer provided within 2 Business Days | 90% | Technical Support Business Hours |
| Standard Change | Changes implemented within 24 hours in line with definition in the Standard Change Catalogue for the Relevant Service where applicable | 90% | Technical Support Business Hours |

3.8. Service Level Exclusions

3.8.1. Where an Incident is diagnosed as requiring hardware repair or replacement to resolve the Incident will be reclassified in line with the hardware maintenance Service Level agreed for that device in Paragraph 1 Engineering Services.

3.8.2. Where a third party or Vendor resolution is required this will be subject to the third party or Vendor Service Level in accordance with any Service Levels identified in the Order or the relevant Service Specific Conditions for the Relevant Services

3.8.3. For hardware or software which is outside of Vendor support the Incident Technical Resolution Times as set out in paragraph 3.7.2.1 will not apply and resolution will be on a reasonable endeavours basis however Incident Response Times as set out in paragraph 3.6.1.3 shall still apply.

3.8.4. Incident Technical Resolution Times as set out in paragraph 3.7.2.1 only apply to systems to which Wavenet has sole responsibility for management and sole administrative access, notwithstanding appropriate levels of role based access for Customers or third parties as needed.

3.9. Customer Obligations

3.9.1. Wavenet may, from time to time, advise the Customer to apply patches and/or upgrade its Supported Equipment. If the Customer does not follow such advice within a notified period,

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

Wavenet may, at its sole discretion, without liability to the Customer and without prior notice, take appropriate action which may include but not be limited to, powering down the Supported Equipment or isolating the Supported Equipment until further notice. The Customer shall be liable for any costs incurred Wavenet in taking such action.

4. CUSTOMER DESIGN AUTHORITY SERVICES

4.1. Start Date and Time for Performance

- 4.1.1. The Start Date of the Customer Design Authority Services shall be the date specified as such in the Order or, if no date is specified, the date on which Wavenet commences provision of the Customer Design Authority Services to the Customer.
- 4.1.2. Any order for Customer Design Authority Services shall be binding on the Customer from the Start Date until the date upon which Wavenet has delivered the Customer Design Authority Services in full.
- 4.1.3. Wavenet will use its reasonable endeavours to deliver the Customer Design Authority Services during the period (if any) stated in the Order or, if no such period is stated or other time for performance is specified, the Customer Design Authority Services shall be provided within a reasonable time from the Start Date.
- 4.1.4. Start Date of the Standard Operational Services is the date specified as such for the Relevant Services.

4.2. Services

- 4.2.1. The Notwithstanding any other provision in this Agreement, including any Statement of Works or other attachment to this Agreement, and including any design requirements or performance requirements for a design or solution, Wavenet shall be under no express or implied fitness for purpose obligation in relation to any Deliverable (including any design or technical specifications) arising from the Customer Design Authority Services. Wavenet's design liability (if any) under this Agreement shall be limited to the exercise of reasonable skill, care and diligence to be expected of an appropriately qualified person experienced in carrying out designs of a similar nature, size, complexity and value to the scope of the Deliverable.

4.2.2. Unless otherwise stated in the Order, the Customer acknowledges that the Deliverables are provided for the sole benefit of the Customer and shall not be disclosed to or shared with any third party by the Customer.

4.2.3. The Customer Design Authority Services shall be performed during Normal Working Hours unless stipulated otherwise in the Order. All dates, periods or times specified in this Agreement are estimates only and time shall not be (and shall not be capable of being deemed) of the essence for the performance of Wavenet's obligations under this Agreement.

4.2.4. If Wavenet becomes aware that it will be unable to meet any times or timetable set out in an Order it may notify the Customer of the same, the reason for the delay and provide an estimate of when the relevant Customer Design Authority Services will be performed.

4.2.5. If, for any reason, any Wavenet Personnel engaged in the Customer Design Authority Services become unavailable for the performance of the Customer Design Authority Services, Wavenet will as soon as reasonably practicable substitute a suitably skilled and experienced replacement.

4.2.6. Any addition, modification or adjustment to the scope of the Customer Design Authority Services agreed in the Order or relevant Statement of Works and being provided Wavenet must be agreed in writing between the parties.

4.2.7. The parties agree that nothing in this Agreement shall render Wavenet Personnel an employee, worker, agent or partner of the Customer and the parties agree that this is a contract for services and not of employment or secondment of Wavenet Personnel.

4.2.8. Upon termination of this Agreement, or part of this Agreement under which the Customer Design Authority Services are provided, Wavenet will deliver to the Customer any Customer Input Materials and property belonging to the Customer, which may be in the possession or under the control of Wavenet.

4.3. Customer Design Authority Services

4.3.1. Wavenet will provide the Customer Design Authority Services in accordance with this paragraph 4.3 and the Customer Design Authority Tier identified in the Order. There are three different types of Customer Design

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

Authority Services: CDA Standard Engagement, CDA Advanced Engagement or CDA Premium Engagement.

4.3.2. Depending on the type of Customer Design Authority Tier specified in the Order Wavenet will provide the Customer Design Authority Services, including organising the direct Customer engagement sessions and providing reports, in accordance with Table 1 below (Customer Design Authority Tiers).

Table 1 – Customer Design Authority Tiers

| | Customer Design Authority Tier | | |
|---|--------------------------------|------------------------------|-------------------------------|
| | CDA Standard Engagement | CDA Advanced Engagement | CDA Premium Engagement |
| Service Element: | | | |
| Frequency of roadmap session and reporting analysis | Annual | Quarterly | Quarterly |
| Number of days for planning and engagement work internally (at a Site of Wavenet) | Up to 1 (one) day per month | Up to 2 (two) days per month | Up to 5 (five) days per month |
| Number of days for direct Customer engagement (workshops, meetings, strategy sessions) in accordance with paragraph Error! Reference source not found. | Up to 1 (one) day per quarter | Up to 1 (one) day per month | Up to 2 (two) days per month |
| Frequency of Customer Design Authority Services reporting (the content and scope of which is to be agreed between the parties in writing) | Monthly | Monthly | Monthly |

4.3.3. The Customer engagement (including workshops, meetings and other sessions) referred to in Table 1 above (Customer Design Authority Tiers) may be held face to face at a Customer Premises, or at a Site of Wavenet or virtually, either as a conference call or using video conferencing, as mutually agreed between the parties (each acting reasonably).

4.3.4. Subject to paragraph 4.3.5, the Customer Design Authority Services may include some or all of the following:

4.3.4.1. advice and support in respect of any new service stabilisation and/or introduction;

4.3.4.2. future technology and service strategy sessions (brain storming);

4.3.4.3. future ('roadmap') planning (short, medium and long term), including presenting any Vendor roadmap content that is available and relevant during the roadmap sessions; and

4.3.4.4. ad-hoc guidance regarding technical requirements.

4.3.5. The Customer Design Authority Services may include advice to the Customer's and/or Wavenet's service operations and account management teams for technical requirements. However, the Customer Design Authority Services shall not include 'hands on' remediation, co-ordination or management of any deployment, implementation and/or technical issues.

4.3.6. Wavenet will provide the CDA Resource for the Customer for the Customer Design Authority Services. Wavenet will use its reasonable endeavours to ensure that any CDA Resource allocated to the Customer is available within Normal Working Hours on reasonable notice to provide the Customer Design Authority Services within the applicable number of days set out in Table 1 (Customer Design Authority Tiers).

4.4. **Customer Obligations**

4.4.1. The Customer undertakes to Wavenet throughout the Term of this Agreement (on the request of Wavenet) to make available for the assistance of Wavenet in undertaking the Customer Design Authority Services all necessary Customer Input Materials and reasonable assistance relating to the Customer Design Authority Services and/or required to perform the Customer Design

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

Authority Services and provide Customer Representatives familiar with the Customer's programs and/or applications and/or requirements of the Customer Design Authority Services, and shall ensure Customer Representatives will fully co-operate with Wavenet Personnel to enable the Customer Design Authority Services to be performed.

4.4.2. Upon termination of this Agreement the Customer will deliver to Wavenet all materials and property belonging to Wavenet, which may be in the possession or under the control of the Customer.

4.5. **Charges**

4.5.1. The Charges for Customer Design Authority Services are as identified in the Order.

4.5.2. Subject to paragraph 4.5.3, where stated in the Order that the Charges for the Customer Design Authority Services will be invoiced monthly in advance, the first invoice will be issued Wavenet on or around the Start Date and monthly thereafter.

4.5.3. Where stated in the Order that the Charges for the Customer Design Authority Services will be invoiced annually in advance, the first invoice will be issued Wavenet on or around the Start Date and annually thereafter around the anniversary of the Start Date.

4.5.4. Unless stated otherwise on an Order, in addition to the Charges, Wavenet will invoice the Customer on a monthly basis in arrears, all other fees, disbursements and other expenses including travel and subsistence incurred Wavenet under this Agreement together with such additional Charges, which in Wavenet's discretion (acting reasonably and calculated in accordance with the rates set out in the Order), are chargeable as a result of the Customer's instructions or Wavenet performing additional services at the Customer's request that were not expressly set out in the Order or Statement of Works.

4.5.5. Wavenet will not be obliged to provide the Customer Design Authority Services and/or the Deliverables unless all sums due under this Agreement are received as provided for in this Agreement.

4.5.6. Where the Customer cancels or rearranges a scheduled meeting or other activity less than five (5) Business Days prior to the scheduled time for such meeting or activity then Wavenet reserves the right to charge the

Customer for the resource that had been allocated to such meeting or activity.

4.5.7. Where the Customer requests any amended date for any scheduled meeting or other activity or other performance of any Customer Design Authority Services less than 10 (ten) Business Days prior to the agreed date for such activity, Wavenet reserves the right to charge the Customer an additional fee of £300.

4.5.8. Where the Customer cancels or rearranges any scheduled meeting or other activity or other performance of the Customer Design Authority Services less than five (5) Business Days prior to the agreed date for such activity then Wavenet reserves the right to charge the Customer the greater of: (a) £500; or (b) the full Charges for the resource that had been allocated to such activity (with reasonable evidence of the resource allocated and the applicable Charges).

5. **RAPID IT WORKFORCE SERVICES**

5.1. **Start Date and Time for Performance**

5.1.1. The Start Date of the Rapid IT Workforce Services shall be the date specified as such in the Order or, if no date is specified, the date on which the Company commences provision of the Rapid IT Workforce Services to the Customer.

5.1.2. Notwithstanding paragraph 5.1.1, the Customer shall not be entitled to cancel or terminate any Rapid IT Workforce Services for convenience unless an express right to do so is set out in the Order. Any order for Rapid IT Workforce Services shall be binding on the Customer from the Start Date until the date upon which Wavenet has delivered the Rapid IT Workforce Services in full.

5.1.3. Wavenet will use its reasonable endeavours to deliver the Rapid IT Workforce Services during the period (if any) stated in the Order or, if no such period is stated or other time for performance is specified, the Rapid IT Workforce Services shall be provided within a reasonable time from the Start Date.

5.2. **Rapid It Workforce Services**

5.2.1. Notwithstanding any other provision in this Agreement, including any Statement of Works or other attachment to this Agreement, and including any design requirements or performance requirements for a design or solution, Wavenet shall be

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

- under no express or implied fitness for purpose obligation in relation to any Deliverables (including any design or technical specifications) arising from the Rapid IT Workforce Services. The Company's design liability (if any) under this Agreement shall be limited to the exercise of reasonable skill, care and diligence to be expected of an appropriately qualified person experienced in carrying out designs of a similar nature, size, complexity and value to the scope of the Deliverable.
- 5.2.2. Unless otherwise stated in the Order, the Customer acknowledges that the Deliverables are provided for the sole benefit of the Customer and shall not be disclosed to or shared with any third party by the Customer.
- 5.2.3. The Rapid IT Workforce Services shall be performed during Normal Working Hours unless stipulated otherwise in the Order. All dates, periods or times specified in this Agreement are estimates only and time shall not be (and shall not be capable of being deemed) of the essence for the performance of Wavenet's obligations under this Agreement.
- 5.2.4. If Wavenet becomes aware that it will be unable to meet any times or timetable set out in an Order it may notify the Customer of the same, the reason for the delay and provide an estimate of when the relevant Rapid IT Workforce Services will be performed.
- 5.2.5. If, for any reason, any Agency Worker engaged in the Rapid IT Workforce Services become unavailable for the performance of the Rapid IT Workforce Services, Wavenet will as soon as reasonably practicable substitute a suitably skilled and experienced replacement.
- 5.2.6. Any addition, modification or adjustment to the scope of the Rapid IT Workforce Services agreed in the Order or relevant Statement of Works and being provided by Wavenet must be agreed in writing between the parties.
- 5.2.7. The parties agree that nothing in this Agreement shall render the Agency Worker an employee, worker, agent or partner of the Customer and the parties agree that this is a contract for services and not of employment or secondment of the Agency Worker.
- 5.2.8. Upon termination of this Agreement, or part of this Agreement under which the Rapid IT Workforce Services are provided, the Company will deliver to the Customer all Customer Input Materials and property belonging to the Customer, which may be in the possession or under the control of the Company.
- 5.2.9. The Customer acknowledges that the Intermediary and the Agency Worker(s) carrying out the Rapid IT Workforce Services and/or Assignment have opted out of the Conduct Regulations and that the Conduct Regulations do not apply to any Assignments and/or the Rapid IT Workforce Services provided under this Agreement.
- 5.2.10. An IR35 Status Determination Statement will be completed by the Company in collaboration with the Customer for each new requirement of Rapid IT Workforce Services. The IR35 Status Determination Statement will define if the Agency Worker supplied by the Company to the Customer is Inside IR35 or Outside IR35. The IR35 Status Determination Statement output will include but will not be limited to the following:
- (a) Customer's name;
 - (b) Agency Worker's name;
 - (c) Agency Worker's start date;
 - (d) Agency Worker's end date;
 - (e) Intermediary where applicable;
 - (f) IR35 Status Determination Statement date completed;
 - (g) IR35 Status Determination Statement completed by;
 - (h) decision on the Assignment falling Inside IR35 or Outside or IR35;
 - (i) employment status of the Agency Workers; and
 - (j) bullet points of the reasons behind the decision reached for Inside IR35 or Outside IR35.
- 5.3. **Customer Obligations**
- 5.3.1. The Customer undertakes to the Company throughout the Term of this Agreement (on the request of the Company) to make available all necessary assistance relating to the Rapid IT Workforce Services and/or required for the Company to perform the Rapid IT Workforce Services and provide staff familiar with the Customer's programs and/or applications and/or requirements of the Rapid IT Workforce Services, and shall ensure such staff will fully cooperate with the Company Personnel and Agency Worker to enable the Rapid IT Workforce Services to be performed.

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

- 5.3.2. Upon termination of this Agreement, the Customer will deliver to the Company all materials and property belonging to the Company, which may be in the possession or under the control of the Customer.
- 5.3.3. The Customer will comply with its obligations under Regulations 12 (Rights of agency workers in relation to access to collective facilities and amenities) and 13 (Rights of agency workers in relation to access to employment) of the Agency Workers Regulations.
- 5.3.4. To enable the Company to comply with its obligations under the Agency Workers Regulations, the Customer undertakes at its earliest opportunity and prior to the commencement of each Assignment, during each Assignment (as appropriate) and otherwise on the request of the Company:
- 5.3.4.1. to inform the Company of any calendar weeks since 1 October 2011 in which the relevant Agency Worker has worked in the same or a similar role with the Customer via any third party prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment which count or may count towards the Qualifying Period;
- 5.3.4.2. if, since 1 October 2011, the Agency Worker has worked in the same or a similar role with the Customer via any third party prior to the date of commencement of the relevant Assignment and/or works in the same or a similar role with the Customer via any third party during the relevant Assignment, to provide the Company with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by the Company;
- 5.3.4.3. to inform the Company if, since 1 October 2011, the Agency Worker has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment:
- (a) completed 2 (two) or more assignments with the Customer;
 - (b) completed at least 1 (one) assignment with the Customer and 1 (one) or more earlier assignments with any member of the Customer's Group; and/or
 - (c) worked in more than 2 (two) roles during an assignment with the Customer and on at least 2 (two) occasions worked in a role that was not the same role as the previous role;
- 5.3.4.4. save where the Agency Worker will not complete the Qualifying Period during the term of the Assignment:
- (a) to provide the Company with written details of the basic working and employment conditions the Agency Worker would be entitled to for doing the same job if the Agency Worker had been recruited directly by the Customer as an employee or worker at the time the Qualifying Period commenced or with those of a Comparable Employee, such basic working and employment conditions being the Relevant Terms and Conditions;
 - (b) to inform the Company in writing whether the Relevant Terms and Conditions provided are those of a hypothetical directly recruited employee or worker or those of a Comparable Employee;
 - (c) if the Relevant Terms and Conditions provided are those of a Comparable Employee, provide the Company with a written explanation of the basis on which the Customer considers that the relevant individual is a Comparable Employee; and
 - (d) to inform the Company in writing of any variations in the Relevant Terms and Conditions made at any time during the relevant Assignment after the Qualifying Period commenced.
- 5.3.4.5. In addition, for the purpose of awarding any bonus to which the Agency Worker may be entitled under the Agency Workers Regulations, the Customer will;
- (a) integrate the Agency Worker into its relevant performance appraisal system;
 - (b) assess the Agency Worker's performance;

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

- (c) provide the Company with copies of all documentation relating to any appraisal of the Agency Worker, including without limitation written details of the outcome of any appraisal and the amount of any bonus awarded; and
 - (d) provide the Company with all other assistance the Company may request in connection with the assessment of the Agency Worker's performance for the purpose of awarding any bonus.
- 5.3.4.6. The Customer will comply with all reasonable requests from the Company for information and any other requirements to enable the Company to comply with the Agency Workers Regulations. The Customer will ensure that:
- (a) all information and documentation supplied to the Company in accordance with paragraphs 5.3.3, 5.3.4.4 and 5.3.4.5 (d) is complete, accurate and up-to-date; and
 - (b) it will, during the term of the relevant Assignment, immediately inform the Company in writing of any subsequent change in any information or documentation provided in accordance with paragraphs 5.3.3, 5.3.4.4 and 5.3.4.5 (d)
- 5.3.5. Without prejudice to paragraph 5.3.10 the Customer shall inform the Company in writing as soon as possible but no later than 3 (three) calendar days from the day on which any such oral complaint or written complaint or request is received by the Customer from an Agency Worker. The Customer shall provide any information and assistance as the Company may request, and within any timeframe requested by the Company, in order to resolve any such complaint. The Customer may be required to provide any such information in a written statement to the Agency Worker within 28 (twenty eight) days of the Customer's receipt of such a request in accordance with Regulation 16 of the Agency Workers Regulations. The Customer will provide the Company with a copy of any such written statement of any:
- (a) oral or written complaint the Agency Worker makes to the Customer which is or may be a complaint connected with rights under the Agency Workers Regulations; and
 - (b) written request for information relating to the Relevant Terms and Conditions that the Customer receives from the Agency Worker.
- 5.3.6. At the end of each week of the Assignment (or at the end of the Assignment where the Assignment is for a period of less than 1 (one) week) the Customer shall sign the Agency Worker's timesheet verifying the number of hours worked by the Agency Worker during that week.
- 5.3.6.1. Signature of the timesheet by the Customer is confirmation of the number of hours worked by the Agency Worker. If the Customer is unable to sign a timesheet produced for authentication by the Intermediary because the Customer disputes the hours claimed, the Customer shall inform the Company within 3 (three) Business Days of receiving a timesheet from the Intermediary and shall co-operate fully and in a timely fashion with the Company to enable the Company to establish what hours, if any, were worked by the Agency Worker.
- 5.3.6.2. The Customer acknowledges that it is not entitled to decline to sign a timesheet on the basis that it is dissatisfied with the quality of the work performed by the Agency Worker. In the event that the Customer is dissatisfied with the quality of the work performed by the Agency Worker the provisions of paragraph 5.3.5 shall apply.
- 5.3.7. Whilst reasonable efforts are made by the Company to ensure reasonable standards of skills, integrity and reliability from the Intermediary in accordance with the Assignment details as provided by the Customer, the Company shall not be liable for any losses arising from any failure to provide an Intermediary for all or part of the period of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Intermediary or if the Intermediary terminates the Assignment for any reason,

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

except in respect of liability for death or personal injury arising from the Company's own negligence or for any other loss which it is not permitted to exclude under law.

5.3.8. Prior to the commencement of an Assignment the Customer shall advise the Company of any health and safety matters which the Company is required to inform the Intermediary of and any requirements imposed by law or by any professional body, which must be satisfied if the Intermediary is to fulfill the Assignment. Where compliance with any health and safety matters results in the Company and/or Intermediary incurring additional costs, the Company reserves the right to recover such additional costs from the Customer and/or terminate the Assignment with immediate effect. The Customer will comply in all respects with all Relevant Laws including the provision of adequate public liability insurance in respect of the Intermediary.

5.3.9. The Customer shall inform the Company in writing of any AWR Claim which comes to the notice of the Customer as soon possible but no later than 3 (three) calendar days from the day on which any such AWR Claim comes to the notice of the Customer.

5.3.10. If the Agency Worker brings, or threatens to bring, any AWR Claim, the Customer undertakes to take such action and to give such information and assistance as the Company may request, and within any timeframe requested by the Company and at the Customer's own cost, to avoid, dispute, resist, mitigate, compromise or defend any such AWR Claim and to appeal against any judgment given in respect thereof.

5.4. **Charges**

5.4.1. The Charges for Rapid IT Workforce Services will be invoiced monthly in arrears unless stated otherwise in the Order.

5.4.2. Additional Charges

5.4.2.1. An Introduction Fee shall be payable by the Customer to the Company where the Company introduces the Intermediary to the Customer and:

(a) the Customer Engages the Intermediary (other than through the Company) before the Assignment, during the Assignment or within a period of 6 months from the termination of

the Assignment in which the Intermediary was supplied, or if there was no supply, within 6 months of the Introduction of the Intermediary or any Agency Worker by the Company to the Customer; or

(b) the Customer introduces the Intermediary or any Agency Worker to a third party and such introduction results in an Engagement of the Intermediary or any Agency Worker by the third party other than through the Company within 6 months from the date of the introduction by the Company to the Customer

5.4.2.2. The Introduction Fee will be calculated at 20% of the remuneration payable to the Intermediary or where the amount of the remuneration payable to the Intermediary is not known, the Introduction Fee will be calculated by multiplying the weekly Charges by 10 (ten). No refund of the Introduction Fee will be paid in the event that the Engagement subsequently terminates.

5.4.3. The Company will not be obliged to provide Rapid IT Workforce Services and/or the Deliverables unless all sums due under this Agreement are received as provided for in this Agreement.

5.4.4. The Rapid IT Workforce Services may be subject to IR35 however. The Charges assume that the Agency Worker supplied by the Company will be Outside IR35. If the IR35 Status Determination Statement determines that the Agency Worker supplied by the Company to the Customer is Inside IR35, the Company reserves the right to increase the Charges to factor the costs for IR35 compliance.

5.5. **Appendix 1**

For the purpose of the definition of "Qualifying Period" in these Specific Conditions, when calculating whether any weeks completed with the Customer count as continuous towards the Qualifying Period, where the Agency Worker has started working during an Assignment and there is a break, either between Assignments or during an Assignment, when the Agency Worker is not working and break is:

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

- 5.5.1. for any reason and not more than 6 (six) calendar weeks;
- 5.5.2. wholly due to the fact that the Agency Worker is incapable of working in consequence of sickness or injury and the break is 28 calendar weeks or less (paragraph c) does not apply) and, if required to do so by the Company, the Agency Worker provides such written medical evidence, as may reasonably be required;
- 5.5.3. related to pregnancy, childbirth or maternity and is at a time in a protected period, being a period beginning at the start of the pregnancy and ending at the end of the 26 weeks beginning with childbirth (being the birth of a living child or the birth of a child whether living or dead after 24 weeks of pregnancy) or, if earlier, when the Agency Worker returns to work;
- 5.5.4. wholly for the purpose of taking time off or leave, whether statutory or contractual, to which the Agency Worker is otherwise entitled which is:
 - (a) ordinary, compulsory, or additional maternity leave;
 - (b) ordinary or additional adoption leave;
 - (c) ordinary or additional paternity leave;
 - (d) time off or other leave not listed in paragraphs b), c) or d), above; or
 - (e) for more than one of the reasons listed in this paragraphs d);
- 5.5.5. wholly due to the fact that the Agency Worker is required to attend at any place in pursuance to being summoned for service as a juror and the break is 28 calendar weeks or less;
- 5.5.6. wholly due to a temporary cessation in the Customer's requirement for any worker to be present at the establishment and work in a particular role for a pre-determined period of time according to the established custom and practices of the Customer;
- 5.5.7. wholly due to a strike, lock-out or other industrial action at the Customer's establishment; or
- 5.5.8. wholly due to more than one of the reasons listed in paragraphs (b), (c), (d), (e), (f) or (g); and the Agency Worker returns to work in the same role with the Customer, any weeks during which the Agency Worker worked for the Customer before the break shall be carried forward and treated as counting towards the Qualifying Period with any weeks during which the Agency Worker

works for the Customer after the break. In addition, when calculating the number of weeks during which the Agency Worker has worked, where the Agency Worker has started working in a role during an Assignment and is unable to continue working for a reason described in paragraphs (c) or (d) i, ii, or iii., for the period that is covered by one or more such reasons, the Agency Worker shall be deemed to be working in that role with the Customer for the original intended duration or likely duration of the relevant Assignment, whichever is the longer. For the avoidance of doubt, time spent by the Agency Worker working during an assignment before 1 October 2011 does not count for the purposes of the definition of "Qualifying Period".

6. COMMUNITY LEARNING PORTAL SERVICES

6.1. Start Date and Time for Performance

- 6.1.1. The Start Date of the Community Learning Portal Services shall be the date specified as such in the Order or, if no date is specified, the date that the Licence is activated.
- 6.1.2. Notwithstanding paragraph 6.1.1, the Customer shall not be entitled to cancel or terminate any Community Learning Portal Services for convenience unless an express right to do so is set out in the Order. Any order for Community Learning Portal Services shall be binding on the Customer from the Start Date until the Licence Expiry Date.
- 6.1.3. The Company reserves the right to withdraw the Community Learning Portal Services at any time without notice.
- 6.1.4. The Company will use its reasonable endeavours to deliver the Community Learning Portal Services for the Licence Duration. For the avoidance of doubt, time shall not be of the essence and the Company otherwise accepts no liability for any failure to meet such time or period for performance.

6.2. Community Learning Portal Services

- 6.2.1. Where the Community Learning Portal Services are specified in the Order, the Company will provide the Community Learning Portal Services for the number of End Users and for the Licence Duration.
- 6.2.2. The parties shall agree the date of Licence activation, acting reasonably and in good faith.

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

6.2.3. End User access to the Training Hub will cease on the Licence Expiry Date.

6.2.4. The Company will provide a Service Desk for the purposes of:

6.2.4.1. providing the End Users with advice and support in relation to logging in and navigating the Training Hub; and

6.2.4.2. amending End User details set up in error.

6.2.5. No additional End Users can be included after the Licence has been activated.

6.2.6. The Company reserves the right to change the Course Content and update courses at any time without notice.

6.3. **Customer Obligations**

6.3.1. Where The Customer shall:

6.3.1.1. complete a templated list of End User details including title, full name and email address; and

6.3.1.2. ensure that the End User has suitable internet access in order to make use of the Training Hub.

6.4. **Charges**

6.4.1. The Charges for the Community Learning Portal Services are as identified in the Order.

6.4.2. Where stated on the Order that the Charges for the Community Learning Portal Services will be invoiced in advance, the first invoice will be issued by the Company on or around the Start Date and annually thereafter.

7. **WAREHOUSING AND CONFIGURATION SERVICES**

7.1. **Start Date and Time for Performance**

7.1.1. The Start Date of the Warehousing and Configuration Services is the date specified as such in the Order, or if no date is specified, the Effective Date.

7.2. **Warehousing Services**

7.2.1. This paragraph 7.2 shall apply where it has been specified in the Order that the Company is providing Warehousing Services.

7.2.2. The Company shall maintain and operate an appropriate primary warehouse or warehouses and off-site additional warehousing for the purposes of storing and distributing Goods and recovering or collecting Goods.

7.2.3. The Company shall provide Warehousing Services which will be limited to:

7.2.3.1. providing secure warehousing facilities for the total number of new devices specified in the Order;

7.2.3.2. providing and maintaining a Warehouse Management System which will provide a view of stock holding, management reporting and tracking of stock by serial number (if applicable) within the warehouse. The Company reserves the right to change, at its cost, its management software from time to time at its sole discretion;

7.2.3.3. using reasonable endeavours to ensure that all Goods delivered to the warehouse before 14:00 on a Business Day shall be visually inspected and fully booked-in to the WMS, including being labelled with an item code and serial number (if applicable), by the end of the Business Day that they have been properly received as 'Goods In'. This excludes Goods that are subject to a discrepancy process and have been placed in a quarantine location or otherwise held at receipt;

7.2.3.4. providing stock management processes to complete perpetual inventory checks on a scheduled basis, which will be made available to the Customer on request;

7.2.3.5. providing information relevant to lost or missing items, and general inventory discrepancies, which where identified, shall be shared with the Customer on request;

7.2.3.6. employing an advanced shipping notification ("ASN") receipting process. The Customer will ensure that the Customer's third-party suppliers use and provide ASNs when Goods are dispatched;

7.2.3.7. quarantining incoming Goods where such Goods have not met the required standard, for example, where they have failed visual inspection, contain additional or have missing components or peripherals, and/or where it is unclear how they should be processed. Such quarantined Goods will be deemed non-available until reviewed by the Company and the discrepancy reported to the Customer if necessary. The Customer will issue instructions on how the Company should process the

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

quarantined Goods within three (3) Business Days of the Goods being booked into quarantine. Quarantined Goods will then be processed following normal business rules;

- 7.2.3.8. picking Goods via a pick list following receipt of an instruction from the Customer, which will subsequently, manually be raised on WMS. Where necessary, the Company will pick Goods by unique serial numbers; and
- 7.2.3.9. packing Goods ready for shipment. Goods required to fulfil a request will be placed into a container for onward shipment. The Company will use either neutral packaging or Customer-provided packaging materials according to the Customer's choice provided that reasonable notice is given to the Company. The Company will support the use of protective and secure materials according to business rules as agreed between the parties if no staging is required.

7.3. **Configuration and Staging Services**

- 7.3.1. This paragraph 7.3 shall apply where it has been specified in the Order that the Company is providing Configuration and Staging Services.
- 7.3.2. Configuration and Staging Services will be provided against specific requirements as specified in the Order.
 - 7.3.2.1. The Company shall provide Configuration and Staging Services which will be limited to:
 - (a) asset tagging; and
 - (b) build deployment against specific requirements as specified in the Order.
 - 7.3.2.2. The Company will use reasonable endeavours to resolve issues resulting from failed configuration requests (including but not limited to images not deploying or corrupt software). Should the Company not be successful in resolving the issues, the Customer will assist the Company with their resolution. Any information concerning additional or missing items or peripherals, damage and/or poor or insufficient packaging, will be reported to the Customer if deemed necessary by the Company at its sole discretion.

7.3.2.3. Items requiring configuration will be limited per day to the number of site delivery batches as specified in the Order.

7.4. **Distribution Services**

- 7.4.1. This paragraph 7.4 shall apply where it has been specified in the Order that the Company is providing Distribution Services.
- 7.4.2. The Company shall provide the following Distribution Services:
 - 7.4.2.1. delivery of the Goods;
 - 7.4.2.2. collections of the Goods; and
 - 7.4.2.3. tracking the Goods from dispatch to the end delivery point where the Goods are delivered by the Company.
- 7.4.3. Delivery shall be deemed to have taken place:
 - 7.4.3.1. at the point at which proof of delivery has been obtained where the Goods are delivered by the Company; or
 - 7.4.3.2. at the point at which the Goods are handed over to the Customer (or their nominated representative) where the Goods are collected by the Customer.
- 7.4.4. The Distribution Services will be provided on a next Business Day basis unless agreed otherwise in the Order.

7.5. **Customer Obligations**

- 7.5.1. The Customer shall:
 - 7.5.1.1. provide reasonable assistance to and comply with reasonable requests from the Company in all matters relating to the Warehousing and Configuration Services; and
 - 7.5.1.2. provide the Company with any information and materials as the Company may reasonably request in order to provide the Warehousing and Configuration Services and the Customer shall ensure that such information is and remains accurate in all material respects.

7.6. **Liability**

- 7.6.1. The Customer must notify the Company of any loss of or damage to the Goods within fifteen (15) days of the date of receipt of the Goods and must provide any additional supporting documents or evidence as the Company may request within such further deadlines as notified by the Company. If the Customer fails to comply with the provisions

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

of this paragraph, the Company shall not be liable for any loss or damage to the Goods.

- 7.6.2. In the event of a claim for damage to the Goods, the Customer must ensure that the Consignment and its packaging is held for inspection at a location within the United Kingdom and the Customer shall provide photographic evidence of the damage and/or loss.
- 7.6.3. Any agreed payment in respect of any claim for loss and/or damage by the Company shall be in full and final settlement of any such claim.
- 7.6.4. The Company reserves the right to replace or repair the lost or damaged Goods in settlement of a claim
- 7.6.5. The Company may be liable for loss of or damage to Goods in Transit on the outward journey to a consignee and for loss of, but not damage to, Goods on the inward journey from a consignor to the Company, except in circumstances where Goods are returned as a non-delivery in which case the Company may also be liable for loss of or damage to Goods in Transit on the inward journey.
- 7.6.6. The Company's liability for loss of or damage to Goods in Transit will be limited to:
 - 7.6.6.1. £350.00 per consignment for Goods in Transit on the outward journey; and/or
 - 7.6.6.2. £350.00 per consignment for Goods in transit lost on the inward journey from a consignor to the Company.

7.7. **Charges**

- 7.7.1. The agreed Charges for Warehousing Services, Configuration and Staging Services and/or Distribution Services are as identified in the Order.
- 7.7.2. Where the Warehousing Services, Configuration and Staging Services and/or Distribution Services requested are in excess of the specified quantities as stated in the Order, the fulfilment of such services by the Company shall be subject to the Company's reasonable additional Charges for fulfilling the excess services on a time and materials basis at the Company's standard rates or in accordance with any agreed rates as provided in the Order.

8. **THIRD-PARTY MANAGEMENT SERVICES**

8.1. **Start Date**

- 8.1.1. The Start Date of the Third-Party Management Services is the date on which

the Company commences provision of the Third-Party Management Services to the Customer.

8.2. **Initial Term**

- 8.2.1. This Initial Term for the Third-Party Management Services shall be as specified in the Order or, if no Initial Term is specified, twelve (12) months from the Start Date.

8.3. **Service Deliverables**

8.3.1. **Third-Party Management Services**

- 8.3.1.1. The Third-Party Management Services will be available to the Customer for Third-Party services that include an on-going Third-Party provision managed by the Company as either a Company Subcontracted Third Party or Customer Contracted Third Party and that therefore require a formal mechanism for regular communications between the Customer, the Company and the Third Party.

8.3.2. **Third-Party Management Service Desk**

- 8.3.2.1. Where identified in the Order that the Company will provide Third-Party Management Service Desk, the Company will provide a Third-Party Management Service Desk to act as the point of contact for handling Service Requests and Incident Notifications. The Service Desk will be used by the Customer and other customers of the Company.
- 8.3.2.2. The Service Desk is for use by Customer Representatives only and, unless expressly provided in an Order or the applicable Specific Conditions, is not intended to handle calls or other contact from End Users.
- 8.3.2.3. The Third-Party Management Service Desk will be available during the Service Desk Hours, for logging, recording and managing Service Requests and Incident Notifications.
- 8.3.2.4. For all Third-Party Management Service Desk Services, the Company will further provide:
 - (a) a process for categorising the incoming Service Requests and Incident Notifications as Incidents, Problems and/or Service Requests; and

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

- (b) a process for categorising all Incidents with an appropriate Priority Level in accordance with paragraph 8.4.1.
- 8.3.3. Third-Party Incident Management**
- 8.3.3.1. Where identified in the Order that the Company will provide Third-Party Incident Management, the Customer may at any time during the Service Desk Hours raise an Incident Notification with the Third-Party Management Service Desk as directed by the Company from time to time. P1 Incidents must always be raised by the Customer with the Third-Party Management Service Desk by telephone.
- 8.3.3.2. Once the Customer has raised an Incident Notification the Company will:
- (a) create a record of the Incident Notification and provide an Incident Notification reference number to the Customer;
 - (b) categorise the Incident in accordance with the priorities set out in paragraph 8.4.1; and
 - (c) raise the Incident with the relevant Third Party in accordance with Table 3 (Third-Party Incident Response Times) in paragraph 8.5.1.3.
- 8.3.3.3. The Company will endeavour to provide regular updates in relation to Incidents as reasonably agreed with the Customer.
- 8.3.4. Third-Party Problem Management**
- 8.3.4.1. Where identified in the Order that the Company will provide Third-Party Problem Management, the Company will:
- (a) create a record of a Problem and provide a reference number to the Customer;
 - (b) investigate the underlying cause of a Problem;
 - (c) raise the Problem with the relevant Third Party in a timely manner;
 - (d) investigate any potential steps that may be taken by either party (whether or not involving a variation to this or any other relevant agreement or contract) to either solve or remove the Problem
- or prevent further Incidents from happening;
 - (e) seek to minimise the impact of future Incidents that cannot be prevented by having effective workarounds detailed and available to both the Customer's, the Company's and Third Parties' service teams; and/or
 - (f) endeavour to provide regular updates in relation to Problems as reasonably agreed with the Customer.
- 8.3.5. Third-Party Request Management**
- 8.3.5.1. Where identified in the Order that the Company will provide Third-Party Request Management, the Customer may at any time during the Service Desk Hours raise a Service Request with the Service Desk. Service Requests are logged and managed by the Company in accordance with the Company's standard processes.
- 8.3.5.2. The Company will:
- (a) create a record of a Service Request and provide a reference number to the Customer;
 - (b) raise the Service Requests with the relevant Third Party in accordance with the Service Request Response Times in accordance with paragraph 8.5.2.2; and
 - (c) endeavour to provide regular updates in relation to Service Requests as reasonably agreed with the Customer.
- 8.3.6. Third-Party Escalation Management**
- 8.3.6.1. Where identified in the Order that the Company will provide Third-Party Escalation Management and the Third Party is a Company Subcontracted Third Party or a Customer Contracted Third Party where the Company has Delegated Authority, the Company will use reasonable endeavours to:
- (a) monitor Tickets raised with the Third-Party for service level delays;
 - (b) where a documented escalation procedure exists with a Third Party follow that procedure to raise an escalation;

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

- (c) request a management escalation with the Third Party; and
- (d) endeavour to provide regular updates on Tickets as reasonably agreed with the Customer.

8.3.7. Third-Party Reporting

8.3.7.1. Where identified in the Order that the Company will provide Third-Party Reporting, the Company will provide a report with details on:

- (a) Incident and Service Request service level achievement for the Third-Party Management Services; and
- (b) Incident and Service Request service level achievement from the Third Party.

8.3.8. Third-Party Supplier Service Management

8.3.8.1. Where identified in the Order that the Company will provide Third-Party Supplier Service Management, the Company will;

- (a) review reporting as specified in paragraph 8.3.7;
- (b) provide any relevant analysis and commentary on SLA achievement, performance trends and improvement ideas; and
- (c) the Company will organise a review meeting according to the frequency set out in the Order.

8.4. Third-Party Management Incident Priority Levels

8.4.1. The Company will categorise and log Incidents through the Third-Party Management Service Desk using the following Incident Priority Levels as set out in Table 1 (Priority Level Overview) and as more particularly described in Table 2 (Priority Level Examples):

Table 1: Third-Party Management Priority Level Overview

| Impact Urgency | 1 - Organisation Wide | 2 - Multiple Business Functions or Single Customer Premises | 3 - Single Business Function | 4 - Individual user |
|---------------------------|-----------------------|---|------------------------------|---------------------|
| 1 - Total Loss of service | P1 | P1 | P2 | P3 |

| | | | | |
|-----------------------|----|----|----|----|
| 2 - Degraded service | P1 | P2 | P3 | P3 |
| 3 - Threat to service | P2 | P3 | P3 | P4 |
| 4 - Non-urgent | P3 | P3 | P4 | P4 |

Table 2: Third-Party Management Priority Level Examples

| Priority | Examples |
|----------------------------|--|
| P1 Critical Incident | Significant revenue, operational or safety impact on the Customer. A total loss of Service affecting a single Customer Premises or multiple departments or business functions of the Customer. A Service is significantly degraded affecting the entire Customer organisation. |
| P2 High Risk Incident | A total loss of a Service affecting a single department or business function of the Customer. A Service is degraded or impacted affecting multiple departments or a single Customer Premises. |
| P3 Medium Risk Incident | A Service is degraded or impacted affecting a single department or business function of the Customer. A Service is degraded or a total loss of Service for an individual End User. |
| P4 Minor Incident | Any Incident not classified as a P3 or above. |

8.5. Third-Party Management Service Levels

8.5.1. General

8.5.1.1. Subject to paragraph 8.5.1.2, the Company will provide the Third-Party Management Services in accordance with the Service Levels set out in this paragraph 8.5.

8.5.1.2. The Company will provide the Third-Party Management Services in accordance with any Service Levels identified in Table 2 (Third-Party Management Priority Level Examples) in paragraph 8.4.1 that is not limited to being provided during the Support Hours in accordance with Table 3 (Third-Party Incident Response Times) in paragraph 8.5.1.3).

8.5.1.3. The Company will respond to an Incident Notification in accordance with

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

paragraph 8.3.3.2 within the Incident Response Times below, unless otherwise set out in the Order.

Table 3: Third-Party Management Incident Response Times

| Priority | Title | Third-Party Incident Response Time | Service Level | Coverage Hours |
|----------|------------------------|--|---------------|-----------------------------|
| P1 | Incident Response - P1 | Wavenet to record, classify and log with the Third Party within 30 minutes | 90% | 24x7 |
| P2 | Incident Response - P2 | Wavenet to record, classify and log with the Third party within 1 hour | 90% | Service Desk Business Hours |
| P3 | Incident Response - P3 | Wavenet to record, classify and log with the Third party within 1 hour | 90% | Service Desk Business Hours |
| P4 | Incident Response - P4 | Wavenet to record, classify and log with the Third party within 1 hour | 90% | Service Desk Business Hours |

8.5.2. Third-Party Request Fulfilment Service Levels

8.5.2.1. The Company will categorise all Service Requests received via the Third Party Service Desk based on the relevant information provided by the Customer at the time of raising the Service Request.

8.5.2.2. Unless otherwise set out in the Order, the Company will pick up a Service Request, open a ticket for the Service Request and begin working on the Service Request within the Service Request Response Times set out in Table 4 (Third-Party Service Request Response Time) below.

Table 4: Third-Party Service Request Response Time

| Title | Third-Party Incident Response Time | Service Level | Coverage Hours |
|-----------------|--|---------------|-----------------------------|
| Service Request | Wavenet to record, classify and log with the Third Party within 1 hour | 90% | Service Desk Business Hours |

8.6. Service Level Exclusions

8.6.1. General

8.6.1.1. The following Service Level Exclusions apply:

- Service levels in relation to the supply of products and services by the Third Party are subject to the Third-Party contract in place;
- where a Vendor resolution is required this will be subject to the Vendor Service Level;
- where an Incident is diagnosed as requiring hardware repair or replacement to resolve the Incident the relevant Third Party contract will apply;
- Third-Party Problem Management is only available where the Third Party provides Problem services within the Third-Party Services;

8.7. Customer Obligations

8.7.1. The Company or Third Party may, from time to time, advise the Customer to apply patches and/or upgrade its Supported Equipment. If the Customer does not follow such advice within a notified period, the Company may, at its sole discretion, without liability to the Customer and without prior notice, take appropriate action which may include but not be limited to, powering down the Supported Equipment or isolating the Supported Equipment until further notice. The Customer shall be liable for any costs incurred by the Company in taking such action.

8.7.2. Where required the Customer will provide Delegated Authority for the Company to act on the Customers behalf.

8.7.3. The Customer must ensure that all Tickets are pre-authorised including in relation to Change Management prior to logging with the

SERVICE SPECIFIC CONDITIONS FOR SUPPORTING SERVICES

Company. The Company will act on all Tickets as directed by the Customer.

- 8.7.4. The Customer agrees to indemnify and keep indemnified Wavenet against all liabilities, losses, actions, proceedings, damages costs (including legal costs), claims, demands and expenses brought or made against or suffered or incurred by Wavenet arising out of or connected with any act, omission, negligence or breach of contract by the Third Party.

8.8. Fair Usage Policy

- 8.8.1. All Third-Party Management Services provided under these Specific Conditions are provided on a 'reasonable use' basis, as determined by the Company in accordance with this paragraph 8.8.

- 8.8.2. If, using its reasonable judgement, the Company considers that use of the Third-Party Management Services by the Customer has consistently or notably exceeded the Third Party Management Ticket Numbers, or that individual requests made by the Customer are not reasonable in nature, the Customer agrees that the Company may take reasonable steps to address the usage pattern or request. Such reasonable steps may include but may not be limited to:

- 8.8.2.1.a request by the Company for both parties to convene within 14 (fourteen) days to review the Tickets for Third-Party Management Services and to agree a plan to reduce the number of Incidents being raised;

- 8.8.2.2. the Company carrying out remedial work to address the root cause of the Incidents or other issues that are causing overuse of the Third-Party Management Services, such work being chargeable by the Company on a time and materials basis; and/or

- 8.8.2.3. the Company revising the Third-Party Management Ticket Numbers along with the associated recurring Charges or imposing additional time and materials Charges in consideration of the overuse.

- 8.8.3. Third-Party Management Ticket Numbers will not be carried forward to the next contract year and will expire at the end of the contract year in which they were purchased.