

SERVICE SPECIFIC CONDITIONS FOR THE SUPPLY OF PRODUCTS

These Service Specific Conditions for the Supply of Products apply in addition to the Wavenet Master Service Agreement (“MSA”).

1. DEFINITIONS

All definitions from the MSA shall apply to these Service Specific Conditions

2. DELIVERY

- 2.1 Wavenet shall deliver the Products to the Customer Premises.
- 2.2 Delivery of the Products shall be completed when the Products' arrive at the Customer Premises and are signed for on behalf of the Customer.
- 2.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Wavenet shall not be liable for any delay in delivery of the Products that is caused by a reason beyond Wavenet's control, any Force Majeure Event or the Customer's failure to provide Wavenet with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.
- 2.4 If the Customer fails to take delivery of the Products within 5 Business Days of Wavenet notifying the Customer that the Products are ready, then, except where such failure or delay is caused by a Force Majeure Event, or Wavenet's failure to comply with its obligations under this Agreement:
 - (a) delivery of the Products shall be deemed to have been completed at 9.00 am on the fifth Business Day after the day on which Wavenet notified the Customer that the Products were ready; and
 - (b) Wavenet shall store the Products until delivery takes place and charge the Customer for all related costs and expenses (including insurance).

If the Customer fails to take delivery after 10 Business Days, Wavenet may resell or otherwise dispose of part or all of the Products and, after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Products.
- 2.5 The Customer shall not be entitled to reject the Products where Wavenet delivers less than the quantity of Products ordered. Wavenet shall make a pro rata adjustment to the Order invoice upon receipt of notice from the Customer that the incorrect quantity of Products have been delivered.
- 2.6 Wavenet may, where required, deliver the Products by instalments which shall be invoiced to the Customer separately.
- 2.7 Any non-delivery of Products or damage to Products in transit (where Wavenet is arranging carriage) must be notified in writing to Wavenet within 3 (three) Business Days of the date that the Products were due to arrive (if notified by Wavenet), or of delivery at the Customer Premises. In the absence of such notice, the Products shall be deemed to have been delivered in full and without fault or damage.
- 2.8 Any damaged or faulty Products, which the Customer is entitled to return, must be notified to Wavenet and made available for

collection properly packaged within 3 (three) Business Days of the date of delivery, together with all accessories and original packaging. Otherwise the Products shall be deemed to have been delivered in full and without fault or damage.

- 2.9 Unless otherwise stated in the Order Form, the Customer is responsible for any customs, import or other duties charged in respect of the sale and importation of Products into the country in which the Customer is resident or the delivery is made and shall promptly reimburse the Company in respect of any such costs incurred by Wavenet.

3. QUALITY

- 3.1 Wavenet warrants that upon delivery the Products shall:
 - (a) conform in all material respects with the Order and manufacturer's specification;
 - (b) be free from material defects in design, material and workmanship;
 - (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979);
 - (d) be subject to manufacturer warranty, where such warranty is available.
- 3.2 Subject to clause 3.3, if:
 - (a) the Customer gives notice in writing to Wavenet during any relevant warranty period, within a reasonable time of discovery that some or all of the Products do not comply with the warranties set out in clause 3.1;
 - (b) Wavenet is given a reasonable opportunity to examine such Products; and
 - (c) the Customer (if asked to do so by Wavenet) returns such Products to Wavenet at the Customer's cost, Wavenet shall, at its option, repair or replace the defective Products, or refund the price of the defective Products in full to the Customer.
- 3.3 Wavenet shall not be liable for Products' failure to comply with the warranties set out in clause 3.1 in the event that:
 - (a) the Customer makes any further use of such Products after giving notice to Wavenet in accordance with clause 3.2;
 - (b) the defect arises due to the Customer's failure to follow Wavenet's or the manufacturer's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Products or good trade practice regarding the same;
 - (c) the Customer alters or repairs the Products without Wavenet's prior written consent;
 - (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - (e) the Products differ from the manufacturer's specification as a result of changes made to ensure the Products comply with any applicable statutory or regulatory

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requirements

- 3.4 Except as provided in this clause 3, Wavenet shall have no liability to the Customer in respect of the Products' failure to comply with the warranties set out in clause 3.1.
- 3.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from this Agreement.
- 3.6 These Service Specific Conditions shall apply to any repaired, refurbished or replacement Products supplied by Wavenet to the Customer.

4. TITLE AND RISK

- 4.1 The risk in the Products shall pass to the Customer on completion of delivery or deemed delivery (as described in clause 2.4).
- 4.2 Title to the Products shall not pass to the Customer until:
 - (a) the finance or lease provider has, where relevant, confirmed to Wavenet that all sums due and payable under any leasing arrangements in respect of the Products have been paid in full; and/or
 - (b) Wavenet has received payment in full for:
 - (i) the Products; and
 - (ii) any other Products or Services that Wavenet has supplied to the Customer for which payment is overdue.

To the extent the Products constitute software in whole or in part, this clause shall not prejudice any proprietary or intellectual property rights of the applicable Vendor; Wavenet; its licensors or any other third party. Software is licensed, not sold, and title to it shall remain at all times with the relevant licensor.
- 4.3 Until title to the Products has passed to the Customer, the Customer shall:
 - (a) hold the Products on a fiduciary basis as Wavenet's bailee;
 - (b) store the Products separately from all other Products held by the Customer so that they remain readily identifiable as Wavenet's property;
 - (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
 - (d) maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - (e) notify Wavenet immediately if it becomes subject to any of the events listed in clause 18.1.2 of the MSA; and
 - (f) provide Wavenet with such information relating to the Products as Wavenet may require from time to time.
- 4.4 If before title to the Products passes to the Customer the Customer becomes subject to any of the events listed in clause 18.1.2 of the MSA or Wavenet reasonably believes that any such event is imminent and notifies the Customer accordingly, then, provided that the Products have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy Wavenet

may have, Wavenet may at any time require the Customer to deliver up the Products and, if the Customer fails to do so promptly, enter the Customer Premises or any premises of the Customer, or of any third party, where the Products are stored in order to effect recovery of the Products.

5. PRICE AND PAYMENT

- 5.1 The price of the Products shall be the price set out in the Order.
- 5.2 Wavenet may, by giving notice to the Customer at any time before delivery, increase the price of the Products to reflect any increase in the cost of the Products due to:
 - (a) any factor beyond Wavenet's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (b) any request by the Customer to change the delivery date(s), quantities or types of Products ordered, or the specification of the Products; or
 - (c) any delay caused by the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 5.3 If Wavenet is delayed in or prevented from delivering or installing the Products, where such delivery and installation has been agreed to by Wavenet, by the date agreed to, due to any delay or default on the part of the Customer and/or its employees, agents or representative, Wavenet may, in addition to any other remedies it may have, make a reasonable charge in respect of any additional costs that it incurs.
- 5.4 Unless otherwise agreed in the Order the price of the Products excludes the cost of packaging, insurance and delivery of the Products, which shall be invoiced to the Customer as additional Charges.

6. CUSTOMER OBLIGATIONS

- 6.1 Where Wavenet requires access to the Customer Premises, the Customer shall:
 - (a) provide Wavenet, its employees, agents, consultants and Third Party Contractors, with safe access to the Customer Premises, office accommodation, and other facilities, as reasonably required, to provide the Services and ensure that working conditions at the Customer Premises are safe, secure and suitable; and
 - (b) prepare the Customer Premises for the supply of the Products at the Customer's expense.
- 6.2 Where the Products ordered by the Customer include Software, the Customer shall not, except as may be permitted by law or otherwise in accordance with this Agreement:
 - (a) copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means;
 - (b) reverse compile, disassemble, reverse engineer or otherwise reduce to

