

TERMS AND CONDITIONS FOR INICIO SERVICES

1. DEFINITIONS AND INTERPRETATION

Capitalised terms used in these Terms and Conditions have the following meanings:

“Acceptable Use Policy” means Wavenet’s acceptable use policy which can be found at <https://www.wavenet.co.uk/terms-and-conditions> or such other website address as notified to the Customer from time to time;

“Affiliates” means the relevant company and any other company which is its subsidiary or holding company and any other company which is a subsidiary of that holding company (where “holding company” and “subsidiary” have the respective meanings set out in section 1159 of the Companies Act 2006);

“Agreement” means the agreement between the Customer and Wavenet for the provision of the Products and/or Services incorporating these Terms and Conditions, the PID, the Statement of Work, the Wavenet Data Processing Terms and Conditions and the Order, together with any document referenced therein, which may be amended from time to time in accordance with clause 19.12;

“Applicable Law” means all applicable laws, statutes, regulations and codes in force during the Term, as amended from time to time;

“Business Day” means Monday to Friday (inclusive), excluding English bank holidays or public holidays;

“Charges” means the costs and charges payable by the Customer in connection with this Agreement, including Usage Charges, Recurring Charges and One-Off Charges, as set out in the Order;

“Confidential Information” means information of, or concerning a party to this Agreement or that party’s Affiliate, whether concerning the business, affairs, customers, clients or suppliers, technical or commercial information (including specifications, documents, drawings and designs), disclosed in writing, electronically or orally, where the information is identified as confidential at the time of disclosure or ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure;

“Consultancy Services” means Services which may include pre-sales recommendations, infrastructure solutions planning, project management, specialist technology and communications advice, strategic advice and any other consultancy services where specified in the Order;

“Contract Year” means a period of twelve (12) months commencing from either the Start Date of this Agreement or any subsequent anniversary of the Start Date;

“Control” has the meaning given in s1124 of the Corporation Tax Act 2010, and the expression change of control will be construed accordingly;

“Customer” means the customer of the Products and/or Services specified in the Order;

“Customer Premises” means the address of the Customer’s premises where Products and/or Services are to be provided, as set out in the Order;

“Customer Software” means any software applications which are owned by or licenced to the Customer;

“Data” any data held on the System in connection with the Customer’s use of the Products and/or Services;

“Dispute” has the meaning given in clause 7;

“Early Termination Charge” means, unless otherwise defined in the Order, the termination charge of 100% of all Charges due until the expiry of the Initial Term or Renewal Period of the Agreement;

“Effective Date” means the date of the Order;

“Emergency” means a state of emergency that demands immediate action resulting from a danger or threat of danger to the

United Kingdom from foreign or domestic sources and declared to be in existence by governmental authority;

“End User” means any individual end user of the Products and/or Services, including but not limited to the Customer’s employees, agents and independent contractors;

“Force Majeure Event” means events, acts, omissions or non-events beyond a party’s reasonable control or responsibility and which prevents it from, hinders or delays it in, performing its obligations under this Agreement including, without limitation, the failure of any carrier to provide network services, capacity and/or connectivity (or any element thereof) to Wavenet on which it was reliant for the purposes of this Agreement, any act of God, acts of public enemies, terrorist attacks, nuclear chemical or biological contamination, inclement weather, accidental damage, vandalism, utility outage or failure or shortage of power supplies (save to the extent Wavenet takes express responsibility for any uninterruptable power supplies under this Agreement), flood, drought, lightning or fire, strike, lock-out, trade dispute or labour disturbance, denial of service attack (save to the extent the Customer has purchased a mitigation service from Wavenet under this Agreement), hacking, spamming, virus or other hostile computer program, war, blockade, riot, explosions, embargo, pandemic, sanctions or trade restrictions imposed by the authorities of the United Kingdom, European Union or the United States of America, any act or omission or regulation(s) of UK Government, highways authorities, or other competent authorities but not including, without limitation, an inability to pay;

“Implementation Period” means the installation and implementation period required for provision of Services following placement of the Order, prior to the Start Date;

“Initial Term” means the minimum period during which the Customer contracts with Wavenet for the provision of Products and/or Services, from and including the Start Date for the duration set out in the Order or, if not specified in the Order, a period of thirty-six (36) months;

“Intellectual Property Rights” means all intellectual property rights arising anywhere in the world whether registered or unregistered, including any application for registration, and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future including copyright, related rights, moral rights, know-how, confidential information, trade secrets, trade marks, trade names, service marks, business names, domain names, rights in get-up, goodwill patents, design rights, rights in computer software, database rights, rights to use, rights to inventions and all rights in the nature of unfair competition rights and rights to sue for passing off;

“Malware” means viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;

“Network” means Wavenet’s telecommunications network and equipment used to provide the Products and/or Services;

“Normal Support Hours” means 9.00am to 5.00pm Monday to Friday excluding English public holidays;

“Normal Working Hours” means 9.00am to 5.30pm on any Business Day;

“One-off Charges” means any single charges or one-off costs including (without limitation), installation charges, charges for any remediation works, professional services, such one-off costs being set out in the Order;

“Order” means the order for the provision of Products and/or Services by Wavenet to the Customer which forms part of this Agreement;

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“**PID**” means, where applicable, a Project Initiation Document setting out (where applicable) the additional details of the methodology for the implementation of Products and/or Services;

“**Products**” means any Software to be supplied under this Agreement as set out in an Order;

“**Rate of CPI**” means the consumer price index percentage change over twelve (12) months announced by the Office for National Statistics, or similar body or measure;

“**Recurring Charges**” means the recurring charges payable by the Customer for the Products and/or Services as set out in the Order;

“**Renewal Period**” means each period following the Initial Term described in clauses 3.2 and 14.3;

“**Schedule**” means the schedule detailing the Customer and Customer Premises, as detailed on the Order, including any replacement Schedule provided by Wavenet from time to time;

“**Services**” means the Inicio services provided by Wavenet under or in connection with this Agreement, as specified in the Order;

“**Software**” means any software applications provided by Wavenet as part of the Products and/or Services as set out in the Order (excluding the Customer Software);

“**Start Date**” means as specified in the Order, or where it is not specified, the final date on which the supply of each Service commences upon completion of any Implementation Period;

“**Statement of Work**” or “**SoW**” means the detailed description of the Services, as attached or referred to in the Order;

“**Subscription Charges**” means the subscription charges payable by the Customer for the Units, as set out in the Order;

“**Supplier**” means the approved supplier from whom Wavenet obtains the Products and/or facilities to provide the Products and/or Services from time to time;

“**System**” means the Customer’s IT infrastructure including hardware, software, data, equipment and operating system;

“**Term**” means term of the Agreement comprising the Initial Term and any Renewal Periods;

“**Terms and Conditions**” means these terms and conditions for the supply of Products and/or Services;

“**Third Party Contractors**” means approved contractors used by Wavenet to deliver the Products and/or Services from time to time;

“**Third Party Services**” means any Software or Services provided to the Customer by Wavenet on behalf of a third-party provider;

“**Third Party Software**” means any Vendor software (whether on premise software or software as a service (SaaS)) made available by Wavenet to the Customer to be used by the Customer in connection with the Products and/or Services;

“**Usage Charges**” means Charges for the Customer’s use of Service resources;

“**Units**” the user subscriptions or licenses purchased by the Customer which entitles End Users to access and use the Software and Services in accordance with this Agreement;

“**Wavenet**” means Wavenet Limited, company registration number 03919664;

“**Wavenet Data Processing Terms and Conditions**” means the data processing terms which apply to this Agreement, the current version of which is set out at <https://www.wavenet.co.uk/terms-and-conditions> (or such other URL as is notified to the Customer by Wavenet from time to time);

“**Wavenet Materials**” means materials, equipment, documents and other property of Wavenet, its licensors or the Vendor; and

“**Vendor**” means any third-party owner and/or licensor of any Third Party Software.

A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

A reference to a party includes its personal representatives, successors and permitted assigns.

A reference to a statute or statutory provision is a reference to it as amended or re-enacted.

A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

Any words following the terms including, include, in particular, for example or any similar expression will be construed as illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. APPLICATION OF THIS AGREEMENT

2.1 All Products and/or Services provided under this Agreement shall be provided by Wavenet on a business-to-business basis and all Products and/or Services purchased by the Customer are supplied by Wavenet for business purposes only.

2.2 The Order constitutes an offer by the Customer to purchase Products and/or Services in accordance with this Agreement and will only be accepted by Wavenet in accordance with clause 2.3.

2.3 The Order will only be deemed to be accepted when Wavenet issues the order accepted notification email to the Customer.

2.4 It is the Customer’s responsibility, prior to submitting an Order, to evaluate the Products and/or Services being purchased and to satisfy itself that the Products and/or Services referred to in the Order meet the Customer’s requirements. Upon Wavenet’s acceptance of the Order the Customer will be bound to purchase the Products and/or Services referred to in the Order, in accordance with this Agreement.

2.5 Any descriptive matter or advertising issued by Wavenet and any illustrations or descriptions of the Products and/or Services contained in Wavenet’s catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Products and/or Services described in them. They will not form part of the Agreement or have any contractual force.

2.6 These Terms and Conditions and the Wavenet Data Processing Terms and Conditions apply to this Agreement to the exclusion of any other terms that the Customer may seek to impose or incorporate, or which are implied by trade, custom, practice or other course of dealing.

2.7 In the case of conflict or ambiguity, the order of precedence for this Agreement, and any documents attached to or referred to in it, will be as follows, in descending order of precedence:

2.7.1 the Order;

2.7.2 these Terms and Conditions;

2.7.3 any other document or documents attached or referred to in the Order.

2.8 No addition to, variation of, exclusion or attempted exclusion by the Customer of any term of this Agreement will be binding upon Wavenet unless agreed in writing and signed by Wavenet’s duly authorised representative.

2.9 Any error or omission in any sales literature, Order, quotation, price list, acceptance of offer, invoice or other

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document or information issued by Wavenet may be subject to correction without any liability on the part of Wavenet.

- 2.10 Any quotation given by Wavenet will not constitute an offer and will only remain valid for a period of thirty (30) days from the date the quotation was issued unless otherwise agreed in writing.

3. COMMENCEMENT AND TERM

- 3.1 The terms of these Terms and Conditions will apply from Order acceptance and the Agreement will commence on the Start Date for the Initial Term and may not be terminated by either party until this period has elapsed unless terminated in accordance with clauses 14.1 or 14.2.
- 3.2 Subject to clause 3.1, unless either party gives the other party not less than ninety (90) days prior written notice to terminate the Agreement, in accordance with clause 14.3, at the end of the Initial Term, or subsequent Renewal Period, this Agreement will automatically renew for a further twelve-month period, or for a period equal to the Initial Term where the Initial Term is for a period of less than twelve (12) months.
- 3.3 The Customer may at any time request additional products and/or services from Wavenet. Should Wavenet agree to provide additional products and/or services such additional products and/or services will be set out in a new Order and Wavenet's standard terms and conditions available at <https://www.wavenet.co.uk/terms-and-conditions> or such other website address as notified to the Customer from time to time shall apply.

4. SUPPLY OF PRODUCTS AND/OR SERVICES

- 4.1 Wavenet shall:
- 4.1.1 use reasonable endeavours to supply the Products and/or Services from the Start Date but time shall not be of the essence for the performance of the Products and/or Services;
- 4.1.2 supply the Products and/or Services using the reasonable care and skill to be expected from a competent provider of services of the same kind as the Products and/or Services; and
- 4.1.3 supply Products and/or Services to the Customer in accordance with this Agreement in all material respects.
- 4.2 Wavenet reserves the right to withdraw or amend any of the Products and/or Services provided under this Agreement if necessary, on written notice, to comply with Applicable Law, or to take into account the withdrawal of, or a significant change to, the technology used to provide the Products and/or Services, provided such withdrawal or amendment will not materially affect the nature or quality of the Products and/or Services.
- 4.3 The Customer will obtain any third party or other consent required to allow Wavenet to provide the Products and/or Services.
- 4.4 Where the Customer is taking Consultancy Services the Customer agrees that:
- 4.4.1 all Intellectual Property Rights within deliverables, such as reports, consultancy guidance and documentation will remain Wavenet's property or that of its licensors. The Customer accepts that all such reports, consultancy guidance and documentation provided for the Consultancy

Services are accurate at the time of delivery, based upon the information provided by the Customer; and

- 4.4.2 where Consultancy Services have been provided by a third party, and Wavenet is requested to provide remediation work under the Agreement, Wavenet cannot be held responsible for any issues or faults occurring on the System as a result of following any third-party advice, which Wavenet will deem to be accurate at the time of provision, or where there is any resulting downtime. Wavenet will use reasonable endeavours to perform the Services in accordance with the SoW except to the extent that the Customer has failed to comply with its obligations in this Agreement and/or the SoW; where the Customer's use of the Services is contrary to Wavenet's instructions; or where the Services have been modified or altered by anyone other than Wavenet, its agents or Third Party Contractors.
- 4.5 Subject to clauses 4.6 and 4.7 if the Services do not conform to the undertakings in clause 4.1, Wavenet will use reasonable endeavours to correct the defect in accordance with its standard support procedures described in the SoW. Wavenet's standard support service shall be available during its Normal Support Hours except in the case of a total Service failure, following which (subject to clause 4.8) Wavenet shall use its reasonable endeavours to resume the Services as soon as reasonably practicable.
- 4.6 The remedy set out in clause 4.5 constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 4.1.
- 4.7 Notwithstanding the foregoing, Wavenet:
- 4.7.1 does not warrant that the Customer's use of the Services will be uninterrupted or error-free, nor that the Services will meet the Customer's requirements;
- 4.7.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities, including Malware attack;
- 4.7.3 shall not be liable to the Customer for any defect in the Services to the extent caused by any defect or failure in the Data or any Software;
- 4.7.4 subject to the Customer's obligations as set out in this Agreement, Wavenet warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.
- 4.8 Wavenet shall use reasonable endeavours to provide at least a 99.9% uptime service availability level, except for:
- 4.8.1 planned maintenance, which Wavenet may carry out to ensure the continuing quality of the Services where:
- 4.8.1.1 Wavenet has given the Customer at least three days' notice of its intention to undertake such maintenance, or

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4.8.1.2 where the maintenance work is required in connection with the requirement of a third party, such period of notice as may be reasonable taking into account the notice which Wavenet may have received from that third party;

4.8.2 emergency maintenance which Wavenet may require to be undertaken to prevent the failure or serious degradation of the Service. Where Wavenet is unable to give the Customer 48 hours' notice of its intention to undertake emergency maintenance Wavenet will endeavour to undertake emergency maintenance outside Wavenet's Normal Working Hours.

4.9 Subject to clause 4.8.1 and 4.8.2, in the event the Customer experiences more than 1 hour downtime in any calendar day, Wavenet will refund to the Customer the equivalent of that day's Subscription Charges. Wavenet shall not be liable to make any refund under this clause 4.9 to the extent any downtime arises as a result of any defect in the Software or Third-Party Services.

5. CUSTOMER OBLIGATIONS & USE OF THE PRODUCTS AND/OR SERVICES

5.1 The Customer shall (and ensure that the End Users shall):

5.1.1 ensure that the Order and any information provided in the Order is complete and accurate;

5.1.2 co-operate with Wavenet in all matters relating to the Products and/or Services;

5.1.3 promptly notify Wavenet, providing Wavenet with all information Wavenet reasonably requires, if the Customer experiences any problem or failure with the Products and/or Services and, where such problem or failure results from a failure or defect in the Products and/or Services, the Customer will allow Wavenet every opportunity to rectify the same;

5.1.4 not make, or permit to be made, any statement in any manner, or on any medium or broadcast channel, which would be, or would be reasonably likely to be deemed, detrimental to Wavenet's name or reputation, or deemed detrimental to any products or services sold or marketed by Wavenet;

5.1.5 use the Products and/or Services in accordance with all Applicable Law, this Agreement, the Acceptable Use Policy, and any reasonable operating instructions provided to the Customer by Wavenet;

5.1.6 use the Products and/or Services only in accordance with this Agreement and be responsible for any End User's breach of any term of this Agreement;

5.1.7 comply with any obligations set out in this Agreement;

5.1.8 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 Products and/or Services and ensure that working conditions at the Customer Premises are safe, secure and suitable;

5.1.9 provide Wavenet with such information and materials as Wavenet may reasonably require in order to supply the Products and/or Services including but not limited to Data, Customer Software, or any other equipment owned by the Customer which is necessary for the Services and any security access information and configuration services and ensure that such information and materials are complete and accurate in all material respects;

5.1.10 accept that Wavenet shall have no liability for any delay in the provision of the Products and/or Services caused by the Customer, or any third party not under Wavenet's control doing, or omitting to do, anything and the Customer shall reimburse Wavenet for any costs and losses which Wavenet incurs as a result of such delay;

5.1.11 obtain and maintain all necessary licences, permissions and consents which may be required for the Products and/or Services before the Start Date;

5.1.12 use its best endeavours to prevent unauthorised access to, or use of, the Products and/or Services and promptly notify Wavenet if the Customer or the End Users discover any such unauthorised access or use;

5.1.13 be responsible for the security of its and the End User's use of the Products and/or Services, including protecting all passwords following good practice from time to time in doing so and use its best endeavours to prevent unauthorised use of, or access to, the Products and/or Services;

5.1.14 not do or omit to do anything that will, or might reasonably be expected to:

a) disrupt or compromise the integrity of the Products and/or Services, any network, or any other customer of Wavenet;

b) cause damage to Wavenet or to Wavenet's customers;

5.1.15 not use or access the Products and/or Services in a way which, brings Wavenet into disrepute, or which places Wavenet in breach of any Applicable Law;

5.1.16 not attempt to hack or gain unauthorised access to any network, environment, or system; and

5.1.17 ensure that any Customer Software is supported by the relevant provider as Wavenet shall not be responsible for providing support to the Customer for any issues arising from errors in Customer Software.

5.2 The parties acknowledge and agree that should any of the below circumstances or events occur that either directly or indirectly affects Wavenet's ability to achieve the service levels or perform the Services, Wavenet shall not be liable for any breach of the relevant service level (or any associated payment of the service credits) or failure to perform the relevant Services to the extent that:

5.2.1 any act or omission of the Customer, its agents, representatives or End Users prevents or delays Wavenet from complying with its obligations ("Customer Default") including but not limited to:

a) the Customer's failure to comply with its obligations under this Agreement;

b) any failure or delay of the Customer in complying with Wavenet's reasonable

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- instructions, in providing any information requested by Wavenet or in providing any approvals related to the Services prevents or delays Wavenet from complying with its obligations;
- 5.2.2 an incident results from an action or omission of any third party other than Wavenet (or its sub-contractors or third-party providers) that affects Wavenet's ability to achieve the service levels or to perform the relevant Services;
- 5.2.3 the parties pre-agree in writing and/or pre-plan any undertakings such as preventative maintenance or planned infrastructure changes in advance that affects Wavenet's ability to achieve the service levels or perform the relevant Services during that agreed period of time; and/or
- 5.2.4 any telephone calls made to the Wavenet's service desk are terminated, lost, cut off or otherwise unable to complete where this is not the fault, act or omission of Wavenet.
- 5.3 The Customer acknowledges and accepts that Wavenet shall have no liability to the Customer for:
- 5.3.1 the Customer or any End User's inability to access any Products and/or Services due to Customer Default; and/or
- 5.3.2 any costs or losses sustained or incurred by the Customer arising directly or indirectly from Wavenet's failure or delay to perform any of its obligations as a result of Customer Default.
- 5.4 The Customer indemnifies Wavenet against all claims, fines, proceedings, or threatened proceedings from third parties and against any loss or damage suffered by Wavenet arising from any breach by the Customer of its obligations under this Agreement and the Customer further indemnifies Wavenet for all costs and expenses incurred by Wavenet in investigating and defending any such claims, fines, proceedings or threatened proceedings.
- 5.5 Without limiting or affecting any other right or remedy available to it, Wavenet shall have the right to suspend performance of the Products and/or Services, in accordance with clause 15.1.9 until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Wavenet's performance of any of its obligations.
- 5.6 Where Wavenet provides Third Party Software, the Customer shall sign or otherwise consent to the relevant end user licence agreement as required by Wavenet or relevant Vendor to protect the Vendor's interest in the Third Party Software and to enable the Customer to use the Third Party Software.
- 5.7 The Customer shall comply with all licence terms and conditions applicable to Third Party Software, including those that are embedded in any Third Party Software in a click through form or otherwise and those that are notified by Wavenet or the Vendor to the Customer from time to time.
- 5.8 The Customer acknowledges that:
- 5.8.1 its continued use of any Third Party Software is conditional on its compliance with the licence terms and conditions applicable to such Third Party Software, as notified to the Customer by Wavenet or the Vendor, as set out in this Agreement and/or as embedded in any Third Party Software in a click through form or otherwise; and
- 5.8.2 it shall not acquire any right, title or interest in or to any Third Party Software other than the right to use such software under this Agreement. Subject to the Customer's payment of the Charges and the terms of this Agreement Wavenet grants to the Customer a non-exclusive, non-transferable right during the Term of this Agreement to use, and/or allow the End Users to use, the Services and the Software, to the extent required for the Services solely for the Customer's internal business operations.
- 5.9 The Customer warrants that it has all relevant permissions consents and licences in respect of the Data.
- 5.10 The Customer shall procure all necessary licences for each End User to use any Customer Software.
- 5.11 The Customer shall not, except as may be permitted by law or otherwise in accordance with this Agreement:
- 5.11.1 copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Products, Services or Software in any form or media or by any means;
- 5.11.2 reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Products, Services or Software;
- 5.11.3 access, store, distribute or transmit any Malware, or any Data or materials during the Customer's use of the Products or Services that are:
- 5.11.3.1 misleading, or misrepresentative of the Customer's identity or affiliation with any person;
- 5.11.3.2 obscene, indecent, pornographic, offensive, defamatory, facilitates illegal activity; or promotes unlawful violence;
- 5.11.3.3 discriminatory (based on current legislation); or
- 5.11.3.4 in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence or promoting any illegal activity
- 5.12 Wavenet reserves the right, without liability to the Customer to disable the Customer's access to any Data or materials that breach the provisions of this clause 5.12.
- 5.13 The Customer shall not:
- 5.13.1 access all or any part of the Products or Services in order to build a product or service which competes with the Services;
- 5.13.2 use the Products or Services to provide services to third parties; or attempt to obtain, or assist third parties in obtaining, access to the Products or Services, other than as provided under this clause 5; or
- 5.13.3 sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or make the Products or Services available to any third party except the End Users.
- 5.14 The Customer also agrees not to access without authority, interfere with, damage or disrupt any equipment or network

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or Software owned or used by any third party provided as part of the Services.

than any deduction or withholding of tax as required by law).

- 5.15 The Customer agrees that in using the Services, it shall comply with the terms of this clause 5. If the Customer fails to comply with this clause 5, Wavenet shall have the right to:
- 5.15.1 suspend the Services until such time as it is satisfied that the Customer is able to comply with this clause 5;
 - 5.15.2 terminate the Services forthwith upon written notice to the Customer; and/or
 - 5.15.3 claim any costs, expenses, losses and/or damages which Wavenet may incur as a result of the Customer's failure to comply with this clause 5.
- 5.16 The Customer shall (and shall ensure that the End Users shall):
- 5.16.1 carry out all other responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Wavenet may adjust any agreed timetable or delivery schedule as reasonably necessary;
 - 5.16.2 ensure that the Customer's network and Systems complies with the SoW or any other relevant specifications provided by Wavenet from time to time;
 - 5.16.3 be solely responsible for the correction of any defect or failure in any Customer Software; and
 - 5.16.4 be solely responsible for procuring and maintaining internet connectivity.

- 6.7 If the Customer, in good faith, disputes an invoice and wishes to withhold the disputed sum, the Customer must notify Wavenet in writing of such dispute within fourteen (14) days of the date of the invoice and make payment of any undisputed amount. Any such disputed amount shall be dealt with by Wavenet in accordance with clause 7.
- 6.8 If the Customer fails to make a payment due to Wavenet under this Agreement by the due date, then, without limiting any other remedies available to Wavenet, the Customer shall pay interest on the overdue sum, calculated from the payment due date of the invoice until payment of the overdue sum, whether before or after judgment. Interest under this clause 6 will accrue each day at four (4) percent per year above the current base rate of HSBC Bank PLC from time to time. Wavenet may also suspend Products and/or Services provided to the Customer in accordance with clause 15.1.6.
- 6.9 Wavenet may on not less than thirty (30) days' notice to the Customer, vary the Charges where the Supplier changes the costs charged to Wavenet.
- 6.10 Notwithstanding clause 6.9, Wavenet may, at its option, increase the Charges each year following the Start Date by the Rate of CPI plus 3.9%.
- 6.11 Without prejudice to any other price review provisions in this Agreement, where this Agreement is subject to an Initial Term, the Charges may be reviewed and changed by Wavenet, such change to be effective at any time following the end of the Initial Term, by Wavenet giving not less than 30 (thirty) days' written notice to the Customer.

6. CHARGES AND PAYMENT

- 6.1 The Customer will pay the Charges for the Products and/or Services as described in the Order as well as all other Charges agreed and/or or charged to the Customer in accordance with this Agreement from time to time.
- 6.2 The Customer will pay all invoices in full and cleared funds and within fourteen (14) days of the date of each invoice.
- 6.3 Wavenet provides paperless billing as standard with invoices sent to the Customer via email. Wavenet will provide paper billing for an additional fee of £3.00 plus VAT per month, which will be added to the Customer's monthly invoice, upon the Customer's written request via email for paper billing to billing@wavenetuk.com.
- 6.4 Where applicable to the Services provided any installation charges may be invoiced to the Customer as One-Off Charges payable upon Order. Recurring Charges will commence from the Start Date and are payable in advance, as detailed in the Order.
- 6.5 Where the Products and/or Services are comprised of more than one Product or Service, the Charges in respect of each Product or Service will become payable in accordance with this clause 6 with effect from each Service Start Date, notwithstanding that other Products and/or Services detailed in the Order may not have reached their particular Start Date.
- 6.6 All amounts payable to Wavenet under this Agreement:
- 6.6.1 are exclusive of VAT;
 - 6.6.2 will be paid in full by the Customer without any set-off, counterclaim, deduction or withholding (other

7. DISPUTE RESOLUTION PROCEDURE

- 7.1 Any dispute arising out of or in connection with this Agreement, including in relation to Charges or invoices ("Dispute") shall be treated in accordance with this clause:
- 7.1.1 representatives of each of the parties to this Agreement shall seek to resolve the Dispute;
 - 7.1.2 in the event that any matter cannot be resolved by the representatives, any party may refer the Dispute to the appropriate directors of the parties (together the "Executives");
 - 7.1.3 the Executives shall seek to resolve the matter within twenty (20) days of it being referred to them and shall as soon as reasonably practicable and, in any event, no later than seven (7) days after a written request from any party to the other, meet in good faith and use all reasonable endeavours to resolve the Dispute;
 - 7.1.4 for the purposes of this clause, the date on which the Dispute arose will be the date on which a party notifies the others in writing that a Dispute has arisen;
 - 7.1.5 for the avoidance of doubt, unless a party terminates this Agreement in accordance with its terms, in the event of a Dispute, each party will remain obliged to fulfil all of its obligations under this Agreement, and the undisputed element of any disputed invoice will be paid in accordance with this Agreement;

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- 7.1.6 all negotiations pursuant to this clause shall be conducted in strict confidence. Those negotiations shall be without prejudice to the rights of the parties and shall not be used in evidence or referred to in any way without the prior written consent of the parties in any future court proceedings;
- 7.1.7 no party may commence court proceedings in relation to any Dispute until they have attempted to settle it in accordance with this clause; and
- 7.1.8 if the Customer fails to engage in the dispute resolution procedure in accordance with this clause 7, the Customer waives its right to file any claim against Wavenet in relation to any Dispute.

8. CREDIT LIMIT/SECURITY

- 8.1 Wavenet may carry out a credit check on the Customer at any time prior to or following acceptance of the Order.
- 8.2 Wavenet reserves the right to impose a monthly financial limit upon the Charges incurred by the Customer under this Agreement ("Credit Limit") proportionate to the amount of Charges payable under the current Term.
- 8.3 Wavenet may amend the Credit Limit at any time upon written notice to the Customer.
- 8.4 If the Customer exceeds the imposed Credit Limit:
 - 8.4.1 Wavenet reserves the right to demand immediate payment of all unpaid Charges due under the current Term, whether invoiced or not; and
 - 8.4.2 the Customer will remain responsible for all Charges incurred, including those exceeding the Credit Limit.
- 8.5 Wavenet reserves the right to require the Customer to pay a deposit, or other security, as a condition of providing the Services. Wavenet may retain such deposit or security until the Customer has paid all sums due under the Agreement.
- 8.6 No interest will be payable to the Customer on any such deposit or security held by Wavenet.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 All Intellectual Property Rights in or arising out of or in connection with the Products and/or Services (other than Intellectual Property Rights in any materials provided by the Customer) will be owned by Wavenet and/or its Affiliates, save to the extent that any of the same contain Intellectual Property Rights owned by third parties.
- 9.2 Subject to clause 9.6, Wavenet grants to the Customer, a non-exclusive, royalty free, licence to use Wavenet's Intellectual Property Rights within the United Kingdom, for the purpose of utilising the Products and/or Services in accordance with the terms of the Agreement and any usage guidelines that Wavenet may provide from time to time.
- 9.3 The Customer will not sub-license, assign or otherwise transfer the rights granted by clause 9.2.
- 9.4 The Customer grants Wavenet a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to Wavenet for the Term of this Agreement for the purpose of providing the Products and/or Services.

- 9.5 Notwithstanding clause 9.2, the Customer will not be entitled to use the name, trade mark, trade name or any other proprietary identifying marks or symbols of Wavenet or its Affiliates without Wavenet's prior written consent.
- 9.6 Wavenet shall, subject to clause 9.9, defend the Customer, its officers, directors and employees against any judgment by a competent UK court of law that any Products and/or Services (excluding any Third Party Software) infringe any United Kingdom patent effective as of the Start Date, copyright, trademark, database right or right of confidentiality, and shall indemnify the Customer for the costs of defending any claim (reasonably and properly incurred) and for any amounts awarded in judgment or settlement of such claims, provided that:
 - 9.6.1 Wavenet is given prompt notice of any such claim;
 - 9.6.2 the Customer provides reasonable co-operation to Wavenet in the defence and settlement of such claim, at Wavenet's expense; and
 - 9.6.3 Wavenet is given sole authority to defend or settle the claim.
- 9.7 In the defence or settlement of any claim, Wavenet may procure the right for the Customer to continue using the Products and/or Services, replace or modify the Products and/or Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement without any additional liability or obligation to pay damages or other additional costs to the Customer.
- 9.8 In no event shall Wavenet, its employees, agents or Third Party Contractors be liable to the Customer to the extent that the alleged infringement is based on:
 - 9.8.1 a modification of the Products and/or Services by anyone other than Wavenet;
 - 9.8.2 the Customer's use of the Products and/or Services is in a manner contrary to Wavenet's instructions; or
 - 9.8.3 the Customer continues to use the Products and/or Services after notice of the alleged or actual infringement from Wavenet or any appropriate authority.
- 9.9 This clause 9 sets out the Customer's sole and exclusive rights and remedies, and Wavenet's entire obligations and liability, for infringement of any Intellectual Property Rights.
- 9.10 The Customer will not, and will procure that its personnel and subcontractors, do not do anything, whether by act or omission, during the Agreement or at any time thereafter to affect or imperil the validity of any Intellectual Property Rights owned, used or enjoyed by Wavenet or its Affiliates.
- 9.11 The Customer agrees that Wavenet may refer to the Customer in any of Wavenet's marketing materials or on its website. The Customer hereby grants Wavenet a licence to use any of the Customer's trade names and trade marks solely in connection with such marketing purpose. Wavenet shall comply with any trade mark usage guidelines in respect of such trade marks provided by the Customer in writing.
- 9.12 The Customer agrees to cooperate in the completion of an annual survey provided by Wavenet upon Wavenet's written request.
- 9.13 The Customer agrees to act as a reference for Wavenet upon Wavenet's written request. This includes, but is not limited to, providing testimonials for promotional and marketing materials, participating in case studies, speaking

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at events, providing references to potential customers and participating in reference calls with potential customers of Wavenet.

10. DATA AND DATA PROTECTION

- 10.1 Both Wavenet and the Customer agree to comply with the Wavenet Data Processing Terms and Conditions and agree that such terms are incorporated into this Agreement.
- 10.2 The Customer shall own all rights title and interest in and to all of its Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of its Data.
- 10.3 Each End User is responsible for controlling permission access rights to files stored on the Customer's System. The Customer is responsible for any user ID and passwords associated with such access controls being violated by any person other than Wavenet or its Third Party Contractors.

11. CONFIDENTIALITY

- 11.1 Each party shall protect the Confidential Information of the other party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.
- 11.2 Confidential Information of the disclosing party may be disclosed by the receiving party to its employees, Affiliates and professional advisors, provided that the receiving party procures that any such recipient complies with the provisions of this clause 11.
- 11.3 The obligations set out in this clause 11 shall not apply to Confidential Information which the receiving party can demonstrate:
 - 11.3.1 is or became publicly known other than through breach of this clause 11;
 - 11.3.2 was in possession of the receiving party prior to disclosure of the other party;
 - 11.3.3 was received by the receiving party from an independent third party who has full right of disclosure;
 - 11.3.4 was independently developed by the receiving party; or
 - 11.3.5 is required to be disclosed by a governmental authority, stock exchange or regulatory body, provided that the party subject to such requirement to disclose gives the other party prompt written notice of the requirement to the extent lawfully possible.
- 11.4 This clause 11 shall survive termination or expiry of this Agreement howsoever arising and shall continue thereafter for a period of three (3) years from the date of last disclosure or such other period as may be agreed by the parties.

12. NON-SOLICITATION

- 12.1 During the Term, and for a period of twelve (12) months following its termination or expiry, neither party shall directly or indirectly, and whether for its own benefit or for the benefit of another, solicit or induce or endeavour to solicit or induce any officer, employee, agent or authorised contractor to leave the other party's engagement, or engage any such individual without the other party's prior written consent.

- 12.2 Should either party engage the services of any officer, employee, agent or authorised contractor of the other party, whether the engagement is as an employee or as an independent contractor, during the Term or within twelve (12) months of expiry or termination thereof, the engaging party shall pay to the other party a fee of 50% of the starting annual salary of the said officer, employee, agent or authorised contractor of the other party.

13. LIABILITY

- 13.1 Nothing in this Agreement shall operate to exclude or restrict:
 - 13.1.1 either party's liability for:
 - 13.1.1.1 death or personal injury resulting from that party's negligence or its employees' negligence (while acting in the course of their employment);
 - 13.1.1.2 any fraud, fraudulent misrepresentation or fraudulent misstatement;
 - 13.1.1.3 any indemnity under this Agreement;
 - 13.1.1.4 breach of any condition to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; and/or
 - 13.1.1.5 anything for which the parties cannot at law limit or exclude their liability under Applicable Law; or
 - 13.1.2 the Customer's liability to pay the Charges in accordance with this Agreement.
- 13.2 Except as expressly and specifically provided in this Agreement:
 - 13.2.1 the Customer assumes sole responsibility for the results obtained from its use of the Products and/or Services, and for conclusions drawn from such use. Wavenet shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Wavenet by the Customer in connection with the Products and/or Services, or any actions taken by Wavenet upon the Customer's direction; and
 - 13.2.2 Wavenet makes no warranty in respect of the supply of Products and/or Services and all other terms, conditions and warranties, which may otherwise be implied into this Agreement by law or course of dealings between the parties, are hereby excluded to the fullest extent legally permissible.
- 13.3 Subject to clause 13.1, neither party shall be liable to the other party under or in connection with this Agreement whether arising in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise for any of the following losses or damages (in each case whether direct, indirect, special or consequential) even if such losses and/or damages were foreseeable or in the parties' reasonable contemplation or the relevant party was advised of the possibility of them in advance:
 - 13.3.1 any loss of profits, loss of anticipated savings, loss of business opportunity and/or similar losses, depletion or loss of goodwill or reputation, wasted management time, wasted expenditure, loss of contract, loss of production, operating time or use;

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- 13.3.2 any pure economic loss or damages; and/or
- 13.3.3 any loss to or interference with or corruption of any programs, information or data be it during delivery, storage or transmission of the same or otherwise provided always that each party will use reasonable endeavours to recover any lost or damaged data from the most recently available back up;
- 13.4 Subject to clause 13.1 and clause 13.3, Wavenet shall not be liable to the Customer under or in connection with this Agreement whether arising in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise for any of the following losses or damages (in each case whether direct, indirect, special or consequential) even if such losses and/or damages were foreseeable or in the parties' reasonable contemplation or the relevant party was advised of the possibility of them in advance:
- 13.4.1 the liability of the Customer to third parties; and/or
- 13.4.2 any and all problems, delays, delivery failures and all other loss of damage or costs or expenses incurred by the Customer arising from or caused by any Customer Software or the Customer's failure to maintain internet connectivity or any breach of the Customer's obligations under this Agreement.
- 13.5 Subject to clauses 13.1, 13.3 and 13.4 neither party's liability to the other party for breach of contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising under or in connection with the performance or contemplated performance of its obligations under or in connection with this Agreement, including any liability arising from a breach of, or a failure to perform or defect or delay in performance of any of that party's obligations under this Agreement in any Contract Year shall exceed 100% of the total Charges paid or payable by the Customer to Wavenet under this Agreement in respect of the Contract Year during which the acts or omissions giving rise to the liabilities occurred, excluding the obligation on the Customer to pay the Charges due and payable under this Agreement, and which obligation shall, in respect of the Customer, be in addition to and outside of the liability cap under this clause 13.5.
- 13.6 Each party will take reasonable steps to mitigate a loss, including where that loss occurs as a result of anything that may give rise to a claim under an indemnity.
- 13.7 This clause 13 will survive termination of the Agreement.
- 13.8 The Customer acknowledges that, subject to clause 13.1, Wavenet accepts no responsibility or liability to the Customer, or any third party, for:
- 13.8.1 any pre-existing defects at the Customer Premises or property;
- 13.8.2 any Malware affecting the Customer's System;
- 13.8.3 any failure of any third-party system, equipment or apparatus;
- 13.8.4 any failure by the Customer to maintain, duplicate, or backup copies of its Systems and/or files, it being expressly agreed that it is the Customer's responsibility to maintain adequate backup of its Systems; and/or
- 13.8.5 the disposal of any computer systems, computer products or any waste product associated with the Products and/or Services save where Wavenet have expressly agreed to provide such disposal service in writing upon payment of an agreed fee.
- ### 14. TERMINATION
- 14.1 Either party may terminate this Agreement, or any one or more of the Products and/or Services, with immediate effect by giving written notice to the other if:
- 14.1.1 either party commits a material breach of its obligations under the Agreement and, if such breach is remediable, fails to remedy such breach within thirty (30) days after receipt of notice in writing to do so; and/or
- 14.1.2 either party takes any step or action in connection with entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.
- 14.2 Wavenet may terminate this Agreement, or any one or more of the Products and/or Services, with immediate effect, by giving written notice to the Customer if:
- 14.2.1 the Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;
- 14.2.2 the Customer's financial position deteriorates to such an extent that, in Wavenet's opinion, the Customer's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy;
- 14.2.3 the Customer fails to pay any amount due under the Agreement on the due date for payment and fails to make payment within fourteen (14) days of notice requiring payment being served upon the Customer;
- 14.2.4 there is a change of Control of the Customer;
- 14.2.5 if the Customer does or allows to be done, anything which, in Wavenet's reasonable opinion will, or may have, the effect of jeopardising the operation of the Products and/or Services or any of Wavenet's Network, systems, or its Supplier's systems, equipment, services and/or telecommunications network;
- 14.2.6 if Wavenet reasonably suspects the Products and/or Services are being used for any illegal, improper, immoral, fraudulent or unlawful purpose, or in a manner prejudicial to the interests of the Customer and/or Wavenet, or the Customer acts in a threatening or abusive manner; and/or
- 14.2.7 if the Customer is in breach of clause 17.
- 14.3 Subject to clause 14.1, unless the Customer gives Wavenet the lesser of ninety (90) days prior written notice before the end of the Initial Term or Renewal Period; or written notice equal to the Initial Term via email to ceases@wavenet.co.uk, the Products and/or Services shall

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automatically renew at the end of the Initial Term or subsequent Renewal Period for a further twelve-month period or a period equal to the Initial Term, if the Initial Term is for a period of less than twelve (12) months, in accordance with clause 3.2.

14.4 Termination notice will only be accepted by Wavenet upon Wavenet's receipt of: (i) the Customer's termination notice specified in clause 14.3, via email to ceases@wavenetuk.com; and (ii) the completed cease URL form from the Customer which shall be delivered to the Customer for completion and return following receipt of such termination notice. The Customer accepts that termination notice delivered via any other method will not be valid.

14.5 Upon expiry or termination of this Agreement for any reason:

14.5.1 the Customer shall pay to Wavenet any Early Termination Charge in respect of the Agreement, or Products and/or Services to which the notice of termination applies;

14.5.2 the Customer shall immediately pay to Wavenet all outstanding unpaid invoices, together with any interest due and all Charges in respect of Products and/or Services supplied but not invoiced, for which Wavenet will submit an invoice to the Customer for immediate payment;

14.5.3 Wavenet shall disable the Products and/or Services and the Customer shall return to Wavenet, at its own cost, Wavenet Materials; and

14.5.4 if the Customer fails to return the Wavenet Materials in accordance with clause 14.5.3, then Wavenet may enter the Customer Premises to take possession of such Wavenet Materials. Until the Wavenet Materials have been returned, the Customer will be solely responsible for any risk to the Wavenet Materials and shall indemnify Wavenet for the full replacement cost of the Wavenet Materials.

14.6 Termination or expiry of this Agreement will not affect the accrued rights, remedies, obligations and liabilities of either party and the continuation of any provision expressly stated to survive or implicitly surviving.

14.7 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry will continue in full force and effect.

14.8 The Customer will be liable for any Usage Charges or Recurring Charges and/or any other Charges incurred as a result of the Customer's continued use of the Products and/or Services after termination of this Agreement, such Charges shall be invoiced to the Customer by Wavenet and payable immediately.

14.9 Following notice to terminate the Agreement being served by the Customer pursuant to clause 14.3, where requested by the Customer in writing, Wavenet will within a reasonable time, subject in each case to such assistance being chargeable and calculated on a time and materials basis at Wavenet's prevailing standard rates, and subject to payment of any relevant third party costs, such as the extension or renewal of any Software licences:

14.9.1 make available an exit manager to assist the Customer with the organisation and co-ordination of the provision of exit assistance;

14.9.2 assist the Customer with the production of an exit management plan;

14.9.3 provide exit assistance in accordance any agreed written exit management plan; and

14.9.4 provide reasonable technical information relating to the Products and/or Services; noting that Wavenet shall be entitled to remove its IP from any configuration and any data considered a security risk.

15. SUSPENSION

15.1 Without affecting any other right or remedy available to it, Wavenet may suspend the supply of all or part of the Products and/or Services under this Agreement or any other agreement between the Customer and Wavenet until further notice without liability to the Customer having given the Customer reasonable notice, where practicable to do so, either orally (confirming such notification in writing) or in writing in the event that:

15.1.1 Wavenet is entitled to terminate this Agreement or any one or more of the Products and/or Services;

15.1.2 suspension is necessary to comply with Applicable Law;

15.1.3 any maintenance or repair is necessary (for the purposes of new provision, updating facilities, general maintenance or otherwise) or required to any relevant Supplier, carrier or other third-party network or related systems or equipment (for the avoidance of doubt, in the event of emergency maintenance or repair, Wavenet may not be able to give any advance notice);

15.1.4 an Emergency occurs and/or Wavenet is obliged to comply with an order, instruction or request of the UK Government, an emergency services organisation or other competent administrative or regulatory authority (for the avoidance of doubt, Wavenet may not be able to give any advance notice);

15.1.5 Wavenet has reasonable grounds to believe that any of the Products and/or Services are being used fraudulently, unlawfully or by an unauthorised third party or in an unauthorised or fraudulent manner or that there has been or is likely to be a breach of security (including a breach of the Customer's obligations under clause 5) (for the avoidance of doubt, Wavenet may not be able to give any advance notice);

15.1.6 the Customer fails to pay undisputed sums due under the Agreement on the due date for payment in accordance with clause 6;

15.1.7 the Customer becomes, subject to any of the events listed in clauses 15.1.2, 15.2.1 and 15.2.2;

15.1.9 the Customer fails to rectify a Customer Default and Wavenet is prevented from performing its contractual obligations and/or incurs loss due to such Customer Default;

15.1.10 there are reasonable grounds for Wavenet to believe that the health and safety of its employees may be compromised in the performance of the Products and/or Services; or

15.1.11 Wavenet personnel are abused or mistreated during the performance of the Products and/or Services.

15.2 The Customer shall reimburse to the Company all reasonable costs and expenses incurred by the implementation of a suspension pursuant to clauses 15.1.1, 15.1.5, 15.1.6, 15.1.7, 15.1.9, 15.1.10 and/or 15.1.11 and

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the recommencement of the provision of the Products and/or Services as appropriate.

16. FORCE MAJEURE

- 16.1 Neither party shall be in breach of this Agreement or otherwise liable to the other party for any failure or delay in the performance of its obligations under this Agreement and the time for performance of such obligations shall be extended accordingly where such failure or delay results from a Force Majeure Event.
- 16.2 The party prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event will;
 - 16.2.1 promptly notify the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and
 - 16.2.2 use reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.
- 16.3 If any Force Majeure Event prevails for a continuous period of more than thirty (30) days, either party may terminate the affected part(s) of this Agreement by giving seven (7) days' written notice to the other.

17. ANTI-BRIBERY AND ANTI-CORRUPTION

- 17.1 Each party shall, and shall use reasonable endeavours to procure that its officers, employees, agents and any other persons in relation to the provision or receipt of the Products and/or Services for and on behalf of it in connection with this Agreement, shall:
 - 17.1.1 comply with all Applicable Laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Anti-Bribery Laws");
 - 17.1.2 have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010;
 - 17.1.3 not offer, promise, give, request, agree to receive, receive or accept a bribe or financial or other advantage or commit any corrupt act;
 - 17.1.4 not do or omit to do any act or thing that constitutes or may constitute an offence under Anti-Bribery Laws; and
 - 17.1.5 provide the other party with such reasonable assistance as it may require from time to time to enable it to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any Anti-Bribery Laws.
- 17.2 Each party shall promptly report to the other party any request or demand for any financial or other advantage of any kind received in connection with the performance of this Agreement by it or by its officers, employees, agents or any other person who performs or receives (as applicable) the Products and/or Services for or on behalf of it in connection with this Agreement.

18. INICIO AI

- 18.1 Wavenet shall detail particulars of the Services in the Order or in a Statement of Works attached to the Order.
- 18.2 If Wavenet provides an Inicio AI subscription bundle (the "Bundle Package"), where a certain number of cases per month are included in the cost, Charges will be calculated on the basis of the relevant Bundle Package and invoiced monthly.
- 18.3 If the Bundle Package limit is exceeded, or where no Bundle Package is selected, Wavenet will apply a per case charge (as detailed in the Order) and such Charge will be invoiced quarterly.

19. GENERAL

- 19.1 Wavenet may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement.
- 19.2 The Customer shall not, without the prior written consent of Wavenet, (and such consent shall not be unreasonably withheld or delayed), assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 19.3 Subject to clause 19.4, any notice, invoice or other document that may be given by either party under this Agreement shall be in writing (except as provided otherwise) sent for the attention of the relevant person, and to the postal address given in an Order (or such other postal addressor person as the relevant party may notify to the other party) and shall be delivered personally or sent by pre-paid, first-class post or recorded delivery. A notice is deemed to have been received, if delivered personally, at the time of delivery, in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting or if earlier upon receipt and, if deemed receipt under this clause 19.3 is not within Normal Working Hours, at 9.00 am on the first Business Day following delivery. To prove service, it is sufficient to prove that the notice was sent in the case of post, that the envelope containing the notice was properly addressed and posted.
- 19.4 Any notice, communication, invoice or document that may be given by Wavenet under this Agreement may be given by email and shall be deemed to have been received 24 hours from delivery if no notice of delivery failure is received.
- 19.5 Any director or representative of the Customer who signs the Order and/or any variation on behalf of the Customer will be deemed an authorised signatory and thereby Wavenet shall be entitled to rely on such signatory as binding the Customer to the obligations in this Agreement in all respects.
- 19.6 If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause will not affect the validity and enforceability of the rest of the Agreement.
- 19.7 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and will not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided

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under the Agreement or by law will not constitute a waiver of that or any other right or remedy, nor will it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law will prevent or restrict the further exercise of that or any other right or remedy.

- 19.8 Nothing in this Agreement is intended to, or will be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 19.9 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral, relating to its subject matter.
- 19.10 Each party acknowledges that in entering into this Agreement that it does not rely on and will have no remedies in respect of any statement, representation, assurance or warranty, whether made innocently or negligently, that is not set out in the Agreement. Each party agrees that it will have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Agreement.
- 19.11 Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.
- 19.12 Wavenet may vary and amend these Terms and Conditions, Acceptable Use Policy or Wavenet Data Processing Terms and Conditions ("Wavenet Terms and Conditions") at any time. By continuing to use the Products and/or Services after Wavenet posts any such variation or amendment at <https://www.wavenetuk.com/terms-conditions/> the Customer accepts the Wavenet Terms and Conditions as amended.
- 19.13 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter of formation, shall be governed by, and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.