

## MASTER SERVICES AGREEMENT

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### DEFINITIONS AND INTERPRETATION

Capitalised terms used in this MSA 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 this MSA, the applicable Service Specific Conditions, the PID and the Order, together with any document referenced therein, which may be amended from time to time in accordance with clause 20.12;

**"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, site surveys, infrastructure solutions planning, project management, specialist technology and communications advice, strategic advice and any other IT or security 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;

**"Contractor"** means any person who, on or prior to the Effective Date of this Agreement (and/or prior to the date of the transfer of such services to Wavenet), supplied services to the Customer that were the same as or similar to those provided or to be provided by Wavenet to the Customer under this Agreement;

**"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 Employee"** means any employee, former employee, consultant, former consultant, contractor, former contractor, agent or former agent of the Customer or any Contractor or Subcontractor;

**"Customer Equipment"** means any equipment or other hardware used in connection with the Products and/or Services including hardware already owned or provided by the Customer which is not provided by Wavenet under this Agreement or any other agreement;

**"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 or Servers in connection with the Customer's use of the Products and/or Services;

**"Data Centres"** means any data centre operated by Wavenet (through Wavenet's third party data centre providers or otherwise) at which Wavenet locates the Servers;

**"Data Client"** means in relation to any Protected Data whichever of; (i) the Customer or member of the Customer's Group; or (ii)

any customer or end-customer of the Customer; (iii) is the Controller in relation to that Protected Data;

**"Data Protection Laws"** means all applicable law relating to data protection, the processing of personal data and privacy, including without limitation: (i) the Data Protection Act 2018; (ii) the UK GDPR; and (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended); and references to Controller, Processor, Data Subjects, Personal Data, Process, Processed, Processing, Processor and Supervisory Authority have the meanings set out in such Data Protection Laws;

**"Data Protection Losses"** means all liabilities, including all: (i) reasonable costs (including legal costs), claims, demands, actions, settlements, interest, charges, procedures, expenses, losses and damages (including relating to material or non-material damage); and (ii) to the extent permitted by Applicable Law, (a) administrative fines, penalties, sanctions, liabilities or other remedies imposed by a Supervisory Authority; (b) compensation that is ordered by a Supervisory Authority to be paid to a Data Subject; and (c) reasonable costs of compliance with investigations by a Supervisory Authority;

**"Data Security Incident"** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Protected Data transmitted, stored or otherwise Processed;

**"Data Subject Request"** means a request made by a Data Subject to exercise any rights of Data Subjects under Data Protection Laws;

**"Dispute"** has the meaning given in clause 7;

**"Early Termination Charge"** means, unless otherwise defined in the Service Specific Conditions or 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;

**"Employment Regulations"** means any laws in any country in the world implementing the provisions of EC Directives No. 77/187 dated 14 February 1977, 2001/23 dated 12 March 2001 or equivalent or similar regulations that protect the rights of employees on a transfer of a business or undertaking or any laws providing for the automatic transfer of employees on transfer of the whole or part of an undertaking, business or service provision change, including in the United Kingdom the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced from time to time;

**"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;

**"Equipment"** means any Rental Equipment, Sale Equipment and/or Trial Equipment and, for the avoidance of doubt, excluding Customer Equipment required for the provision of the Products and/or Services as set out in the Order and/or Schedule and as further particularised in the relevant Service Specific Conditions;

**"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;

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**"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 Service Specific Conditions or, if not specified in the Order or Service Specific Conditions, a period of thirty-six (36) months;

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

**"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;

**"International Transfer"** means a transfer to a country outside the United Kingdom and/or the European Economic Area (as it is made up from time to time) of Protected Data that is undergoing Processing or that is intended to be Processed after transfer;

**"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;

**"MSA"** means these terms and conditions for the supply of Products and/or Services;

**"Network"** means Wavenet's telecommunications network and equipment used to provide the Products and/or Services;

**"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 Equipment, 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;

**"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;

**"Processing Instructions"** has the meaning given to that term in clause 10.8.1;

**"Protected Data"** means Personal Data that has been passed to Wavenet and is required to be Processed under this Agreement by Wavenet as a Processor, which is more particularly described in the Data Protection Annex to this MSA;

**"Products"** means any Equipment and/or 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 clause 14.3;

**"Rental Equipment"** means any equipment, hardware, apparatus, Software, systems and cabling provided by Wavenet and rented by the Customer for the duration of the Agreement;

**"Sale Equipment"** means any equipment, apparatus, Software, systems and cabling sold by Wavenet to the Customer;

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

**"Servers"** means any of Wavenet's servers and/or associated equipment which are located at Wavenet's premises and/or the Data Centres used in the provision of the Products and/or Services;

**"Service Specific Conditions"** means Wavenet's terms and conditions for specific Products and/or Services that are to be provided by Wavenet to the Customer pursuant to this Agreement, published on the Wavenet website and applicable to the Products and/or Services in accordance with clause 2.6;

**"Services"** means any of the services provided by Wavenet under or in connection with this Agreement, as specified in the Order and/or Service Specific Conditions;

**"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 Service Specific Conditions or Order, or where it is not specified, the final date on which the supply of each Service commences upon completion of any Implementation Period;

**"Sub-Contractor"** means any subcontractor of a Contractor;

**"Sub-Processor"** means any third party appointed by the Company to Process the Protected Data;

**"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;

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

**"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;

**"Trial Equipment"** means any equipment, apparatus, Software, systems and cabling provided by Wavenet to provide the Trial Services to the Customer;

**"Trial Services"** means a trial period as agreed between the parties and specified in the Order;

**"UK GDPR"** means the United Kingdom General Data Protection Regulation, Retained Regulation (EU) 2016/679;

**"Usage Charges"** means the Customer's use of Service resources to include, without limitation, call charges, power charges, data usage, storage of minutes or Data as set out in the Order and/or the Service Specific Conditions;

**"Wavenet"** means Wavenet Limited, company registration number 03919664;

**"Wavenet Materials"** has the meaning given in clause 5.1.22; 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.

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- 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 This MSA and any Service Specific Conditions set out in the table below apply to this Agreement to the exclusion of all other terms and conditions including any terms and conditions that the Customer purports to apply under any purchase order, confirmation of order or similar document, (whether or not such document is referred to in this Agreement) and any terms and conditions that may otherwise be implied by trade, custom, practice or course of dealing.

Service Specific Conditions	Service Description
Advisory, Professional and Project Services	Architect, consultant, engineering and/or project management resources and engagement
Assured Data Protection Services	RUBRIK data protection services via Assured Data Protection Services
Business Continuity and Disaster Recovery Services	Business Continuity and Disaster Recovery Services
CCaaS	Contact Centre Solutions, Omnichannel Support, Workforce Management, AI Enabled self-service, PCI-DSS Compliant Payments
Cloud	Microsoft Cloud Services and Subscription Support Services, Wavenet Flex, Wavenet Colocation Services, OnDemand Services, Wavenet GreenLake Services
Cloud Backup and Recovery Services	Data Backup Services
Communications Services	Communications Services related to Business Continuity Services
Connectivity	Business Broadband, SoGEA & FTTP. SD-WAN & SASE, MPLS Networks, DDoS Protection, Ethernet, Cloud Connectivity
Consultancy and Project Management Services	Business Continuity as a Service
Cyber Security	CyberGuard Cyber Security Services
Data Replication Services	Data Replication Services
DPR Backup Services for Microsoft 365	Data protection and recovery services for Microsoft 365
Emergency Office Services	Emergency desktop or virtual infrastructure services
ET Works Services	Data protection and recovery services for Nutanix
Fixed Site and Managed Hosting Services	Hosting services at a Wavenet Business Continuity Centre

Flexplace Services	Flexplace Work Area Recovery positions at a Wavenet Recovery Centre when contracted for Service Centre Recovery Services
IT Support	Reactive IT Support and proactive administration
Managed Data Protection and Recovery Services	Management service wrap for Business Continuity Data Backup and Replication Services
Managed Services	Local Area Network and Firewall Management Services, Hybrid Cloud Management Services, Microsoft 365 Management Services, UC Management Services, UC Remote Technical Support & Advice Services
Mobile	Mobile Handsets, Business Mobile SIMs, Mobile Security Solutions, 4G/5G Mobile Data Solutions, Internet of Things (IoT), Bulk SMS Services, Configuration Service
Modern Workplace Services	Microsoft Cloud Services and Subscription Support Services, Citrix Cloud Services, End User Desk Services, Desktop Management Services.
Relocatable and Mobile Recovery Services	IT Disaster Recovery Services including ship to site
Service Centre Recovery Services	Disaster Recovery Services at a Wavenet Recovery Centre including Work Area Seats
Shadow-Planner Hosted Services	Business Continuity as a Service and Hosted Shadow-Planner Services
Supply of Products	Supply of hardware and/or software
Supporting Services	Engineering Services, Service Management Services, Standard Operational Services, Customer Design Authority Services, Rapid IT Workforce Services, Community Learning Portal Services, Warehousing and Configuration Services, Third-Party Management Services
TeamsLink	TeamsLink Telephony, TeamsLink Pro, TeamsLink Call Recording, Video Conferencing, Smart Office Solutions
Unified Communications & Voice	Fixed Line Telephony, PBX Solutions, Hosted Telephony, SIP, Lines and Calls, Maintenance, RingCentral, Gamma Horizon, Phoneline Plus, 8x8 and Zoom
XaaS	Subscription Services, Infrastructure and Private Cloud, Storage & Backup Solutions, Inicio Services

- 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 Service Specific Conditions;
  - 2.7.3 this MSA;
  - 2.7.4 the Acceptable Use Policy; and
  - 2.7.5 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 document or information issued by Wavenet may be subject to correction without any liability on the part of Wavenet.

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- 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 this MSA will apply from the Order acceptance and the Agreement will commence on the Start Date for the Initial Term and shall continue for any subsequent Renewal Periods until terminated in accordance with its terms.
- 3.2 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.

### 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 If Wavenet is required to re-programme any Customer Equipment, upon the Customer's request, a quotation for the cost of such re-programming will be provided to the Customer and once agreed by the parties, a new Order will be provided to the Customer in accordance with clause 3.2.
- 4.5 Wavenet reserves the right to cancel an Agreement prior to the Start Date, or within a reasonable period of time thereafter, where:
- 4.5.1 the Products and/or Services cannot be supplied to, or installed at, the Customer Premises due to a geographic, practical or technical restraint; and/or
  - 4.5.2 the cost of supplying or installing the Products and/or Services at the Customer Premises is materially higher than the usual cost of providing the Products and/or Services and the Customer does not agree to pay any additional charges requested by Wavenet.
- 4.6 Where the Customer is taking Consultancy Services the Customer agrees that:
- 4.6.1 it shall provide Wavenet with all facilities that may reasonably be required to provide the Consultancy Services, such as access to the Customer Premises, Equipment, System, passwords, appropriate resources and staff. Additional Charges may be payable by the Customer where Wavenet is delayed or prevented from performance due to events beyond its control;
  - 4.6.2 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
- 4.6.3 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.

### 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 promptly install all upgrades, bug fixes, patches and other corrections relating to the Products and/or Services made available to the Customer from time to time;
  - 5.1.9 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;
  - 5.1.10 provide Wavenet with such information and materials as Wavenet may reasonably require in order to supply the Products and/or Services, and ensure that such information and materials are complete and accurate in all material respects;
  - 5.1.11 prepare the Customer Premises for the supply of the Products and/or Services at the Customer's expense;
  - 5.1.12 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 including refusing Wavenet access to the Customer Premises, or any facilities or parts thereof, and the Customer shall reimburse Wavenet for any costs and losses which Wavenet incurs as a result of such delay;

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- 5.1.13 obtain and maintain all necessary licences, permissions and consents which may be required for the Products and/or Services before the Start Date;
- 5.1.14 ensure that the Customer Equipment is:
- (a) in good working order; and
  - (b) compliant with all Applicable Law;
- 5.1.15 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;
- 5.1.16 be responsible for the security of its and the End User's use of the Products and/or Services, including:
- (a) keeping secure and confidential and protecting all user names, passwords, log-in details and access codes, following best 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. The Customer shall inform Wavenet immediately if the Customer knows or suspects an End User name or password has been disclosed to an unauthorised user, or is being used in an unauthorised way, or if there is any illegal, fraudulent or unauthorised use of the Products and/or Services;
  - (b) maintaining adequate and regular backups of its Data;
  - (c) employing appropriate security measures including, but not limited to, virus checking software;
  - (d) ensuring it has appropriate disaster recovery procedures in place and being solely responsible for the correction of any defect of failure in its System or network communications;
- 5.1.17 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) compromise the security of the Network, the Equipment or the Products and/or Services by accessing, storing, distributing or transmitting any Malware to adversely affect the operation of any computer software or hardware; or
  - (c) cause damage to Wavenet or to Wavenet's customers;
- 5.1.18 not use or access the Products and/or Services:
- (a) to send, communicate, knowingly receive, upload, download or use any material or make any calls that are offensive, abusive, indecent, defamatory, obscene, menacing, cause annoyance, inconvenience, needless anxiety, or are intended to deceive;
  - (b) for any fraudulent, criminal, defamatory, harassing or tortious purpose, or to participate in or promote any other illegal activity;
  - (c) to breach, violate or infringe Intellectual Property Rights, privacy or any other rights, or misappropriate Wavenet's property or that of any third party;
  - (d) in a way which, brings Wavenet into disrepute, or which places Wavenet in breach of any Applicable Law;
  - (e) to intentionally impair or attempt to impair, without authorisation, the operation of any device; prevent or hinder access to any program or data held in any device; or to impair the operation of any such program or the reliability of any such data; and/or
  - (f) to transmit or broadcast unsolicited, or junk or spam, marketing or promotional materials or messages in breach of any Applicable Law;
- 5.1.19 not inspect, possess, use, copy, reverse engineer, or attempt to discover the source code of or used to create any program or other component of the Products and/or Services, except as expressly permitted by Applicable Law;
- 5.1.20 not attempt to hack or gain unauthorised access to any network, environment, or system;
- 5.1.21 not permit, allow or encourage an alternative supplier of the Products and/or Services to override or bypass Wavenet's Products and/or Services by any means;
- 5.1.22 keep all materials, Equipment, documents and other property of Wavenet ("Wavenet Materials") at the Customer Premises in safe custody at its own risk, maintain the Wavenet Materials in good condition until returned to Wavenet, and not dispose of or use the Wavenet Materials other than in accordance with Wavenet's written instructions or authorisation;
- 5.1.23 provide Wavenet with at least two (2) full Business Days' notice to cancel a booked site visit. The Customer accepts that failure to provide Wavenet with this required notice will result in the Customer being charged for a cancelled visit;
- 5.1.24 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;
- 5.1.25 not, and shall ensure that its End Users do not, take any action which has the effect of preventing, restricting or circumventing Wavenet's ability to exercise its rights and remedies under this Agreement, including its right to suspend the Products and/or Services pursuant to clause 15. Without limitation, the Customer shall not remove, revoke, restrict or otherwise interfere with Wavenet's administrative or privileged access to any systems, platforms, software, environments or accounts used by Wavenet to provide the Products and/or Services during any period in which any Charges remain unpaid or any Customer Default is continuing.
- 5.2 The parties acknowledge and agree that should any of the below circumstances or events occur (including any other service level exclusions detailed under the relevant Service Specific Conditions for the relevant Service) 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 (where applicable in the relevant Service Specific Conditions) 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 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;
  - 5.2.4 any telephone calls made to 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:

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- 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 for the Customer to be able to use the Third Party Software, including any such license terms that are embedded in any Third Party Software in a click through form or otherwise.
- 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;
- 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; and
- 5.8.3 for the avoidance of doubt, the Customer's right to use any Software or licences provided under or in connection with the Products and/or Services is conditional upon payment of the applicable Charges. Where such Charges are not paid when due, Wavenet may suspend or disable access to the relevant Software or licences until payment is made.
- 6. CHARGES AND PAYMENT**
- 6.1 Wavenet shall be entitled to raise invoices at the times and/or frequency set out in the Service Specific Conditions and/or Order or, if no such times are provided for, at any time prior to or following the delivery of the relevant Products and/or performance of the relevant Services.
- 6.2 The Customer will pay all invoices, by direct debit, within fourteen (14) days of the date of the invoice. If the Customer cancels the direct debit mandate or pays by any other means than by an active direct debit instruction following the Start Date, an additional administration fee of £6.00 plus VAT, will be added to the Customer's monthly invoice until the direct debit instruction is reinstated by the Customer.
- 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 £5.50 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](mailto:billing@wavenetuk.com).
- 6.4 Where applicable to the Service provided, installation charges and Equipment 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 than any deduction or withholding of tax as required by law).
- 6.7 If the Customer, acting 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 invoice date and must pay any undisputed Charges.
- 6.8 Notwithstanding clause 6.7, Wavenet shall have no obligation to refund, credit or otherwise adjust any Charges unless the relevant dispute is notified to Wavenet in accordance with clause 6.7 and, in any event, no later than six months from the invoice date.
- 6.9 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 from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.
- 6.10 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.
- 6.11 Notwithstanding clause 6.10, Wavenet may, at its option, increase the Charges each year following the Start Date by the Rate of CPI plus 3.9%.
- 6.12 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.
- 6.13 Notwithstanding any other provision of this Agreement, Wavenet may apply a minimum charge of £10.00 (ten pounds) exclusive of VAT per invoice. Where the Charges payable under any individual invoice are less than £10.00, Wavenet may invoice the Customer for the difference.
- 6.14 Any omission or delay by Wavenet in invoicing any Charges shall not prohibit Wavenet from raising an invoice at a later date nor shall it relieve the Customer of any liability to pay the same.
- 6.15 It is agreed that where Wavenet introduces a finance provider or lease provider to arrange finance for the purchase or leasing of Products then Wavenet acts as introducer only and does not provide any advice, guidance or recommendation to the Customer in respect of the relevant finance.
- 6.16 The Customer undertakes to supply all information requested by the selected finance provider(s) who will register searches with one or more credit agencies, which will be seen by other organisations that make searches.
- 6.17 In the event that the Customer is unable to obtain relevant finance on the terms originally proposed and/or if the Customer fails to complete any relevant finance agreement documentation or certificates of acceptance, the Customer shall be liable to pay to Wavenet the entirety of the

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Charges within 14 (fourteen) days of the date of Wavenet's invoice.

- 6.18 Where Wavenet has agreed that the Customer may pay Charges by an alternative method to direct debit, such agreement shall be conditional and revocable. If the Customer fails to pay any Charges in full by the due date, Wavenet may, on notice to the Customer, require the Customer to pay all future Charges by direct debit and to put in place and maintain a valid direct debit mandate within such reasonable period as Wavenet specifies.

### 7. DISPUTE RESOLUTION PROCEDURE

In the event of a dispute or claim in relation to the Agreement both parties shall attempt to resolve it in good faith prior to issuing legal proceedings.

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

### 10. DATA PROTECTION

- 10.1 The parties acknowledge and agree that, for the Protected Data, the Customer (or the relevant Data Client) shall be the Controller and Wavenet shall be the Processor.
- 10.2 The Customer authorises Wavenet to Process the Protected Data during the Term as a Processor for the purpose set out in the Data Protection Annex to this MSA.
- 10.3 Wavenet shall Process Protected Data in compliance with:
- 10.3.1 the obligations of Processors under Data Protection Laws in respect of the performance of its obligations under this Agreement; and
- 10.3.2 the terms of this Agreement.
- 10.4 The Customer shall (and shall if the Customer is not the Controller ensure that the relevant Controller shall) comply with:
- 10.4.1 all Data Protection Laws in connection with the Processing of Protected Data, the Services and/or Products and the exercise and performance of its respective rights and obligations under this Agreement, including maintaining all relevant regulatory registrations

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- and notifications as required under Data Protection Laws; and
- 10.4.2 the terms of this Agreement.
- 10.5 The Customer warrants to Wavenet that:
- 10.5.1 it has all necessary rights to authorise Wavenet to Process Protected Data in accordance with this Agreement and the Data Protection Laws;
- 10.5.2 all data sourced by the Customer for use in connection with the Services and/or Products, shall comply in all respects, including in terms of its collection, storage and Processing (which shall include the Customer providing all of the required fair processing notices and information to, and obtaining all necessary consents from, Data Subjects), with Data Protection Laws;
- 10.5.3 it will not send any Protected Data to Wavenet that is not necessary for Wavenet to provide the Services and/or Products; and
- 10.5.4 its instructions to Wavenet relating to Processing of Protected Data will not put Wavenet in breach of Data Protection Laws, including with regard to International Transfers.
- 10.6 If Wavenet reasonably considers that any instructions from the Customer relating to Processing of Protected Data may put Wavenet in breach of Data Protection Laws, Wavenet will be entitled not to carry out that Processing and will not be in breach of this Agreement or otherwise liable to the Customer as a result of its failure to carry out that Processing.
- 10.7 The Customer shall remain fully liable for the acts or omissions of each Data Client as if they were its own.
- 10.8 Insofar as Wavenet Processes Protected Data on behalf of the Customer in connection with the provision of the Services and/or Products to the Customer under this Agreement, Wavenet:
- 10.8.1 unless required to do otherwise by Applicable Laws, shall (and shall ensure that any Sub-Processor shall) Process the Protected Data only on and in accordance with the Customer's documented instructions as set out in this clause 10 and the Data Protection Annex to this MSA (together the "Processing Instructions");
- 10.8.2 shall, if Applicable Laws require it to process Protected Data other than in accordance with the Processing Instructions, notify the Customer of any such requirement before Processing the Protected Data (unless Applicable Laws prohibit such information on grounds of public interest); and
- 10.8.3 promptly inform the Customer if Wavenet becomes aware of a Processing Instruction that, in Wavenet's opinion, infringes Data Protection Laws in the course of providing the Services and/or Products, provided that:
- (i) this shall be without prejudice to clauses 10.4 and 10.5; and
- (ii) to the maximum extent permitted by law, Wavenet shall have no liability howsoever arising (whether in contract, tort (including negligence) or otherwise) for any losses, costs, expenses or liabilities (including any Data Protection Losses) arising from or in connection with any Processing in accordance with the Customer's Processing Instructions following the Customer's receipt of that information under this clause 10.8.3.
- 10.9 The Processing of Protected Data to be carried out by Wavenet under this Agreement as a Processor shall comprise the Processing set out in the Data Protection Annex to this MSA, as may be updated from time to time as agreed in writing between the parties.
- 10.10 In respect of the Personal Data that Wavenet Processes as a Controller in connection with the Services and/or Products (for example, in relation to Customer account management and billing), the Customer will:
- 10.10.1 provide reasonable assistance to Wavenet, including to provide fair processing notices to the relevant Data Subjects and obtaining consents if necessary, to enable Wavenet to comply with the Data Protection Laws;
- 10.10.2 ensure that it is not subject to any prohibition or restriction that would:
- (i) prevent or restrict it from disclosing or transferring the relevant Personal Data to Wavenet, as required under this Agreement; or
- (ii) prevent or restrict Wavenet from Processing the Personal Data as appropriate in connection with this Agreement.
- 10.11 Wavenet shall implement and maintain, at its cost and expense, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the Processing, appropriate technical and organisational measures to ensure a level of security appropriate to the risk.
- 10.12 The Customer acknowledges and agrees that Wavenet may engage third-party Sub-Processors in connection with the provision of the Services and/or Products. Wavenet has entered or will enter into a written agreement with each Sub-Processor containing data protection obligations no less protective than those in this Agreement with respect to the protection of Protected Data to the extent applicable to the nature of the Services and/or Products provided by each Sub-Processor.
- 10.13 Wavenet shall make available to the Customer the current list of Sub-Processors. Wavenet will inform the Customer of any proposed addition or replacement of a Sub-Processor thereby giving the Customer an opportunity to object (acting promptly, reasonably and in good faith towards Wavenet) to such changes. If the Customer does not provide any objections within 30 (thirty) days of the notice from Wavenet regarding the proposed changes to Sub-Processors, without limiting any of its rights or remedies under the Data Protection Laws, the Customer shall be deemed to have consented to such changes.
- 10.14 In the event that the Customer rejects any proposed addition or replacement of a Sub-Processor in accordance with clause 10.13, without prejudice to any other rights and remedies of Wavenet:
- 10.14.1 Wavenet shall not be liable to the Customer for any failure to perform or delay in the performance of its obligations under this Agreement arising as a result of such rejection by the Customer of any proposed addition or replacement of a Sub-Processor; and
- 10.14.2 the Customer shall bear all costs incurred by Wavenet in the procurement of a suitable replacement Sub-Processor to replace the rejected Sub-Processor (if applicable).
- 10.15 If Wavenet appoints a Sub-Processor, Wavenet shall:
- 10.15.1 prior to the relevant Sub-Processor carrying out any Processing activities in respect of the Protected Data, appoint such Sub-Processor under a written contract that imposes the same (in substance) terms to those imposed on Wavenet under this Agreement that is enforceable by Wavenet; and
- 10.15.2 remain fully liable for the acts and omissions of each Sub-Processor as if they were its own.
- 10.16 Wavenet shall ensure that all persons authorised by it (or by any Sub-Processor) to Process Protected Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality (except where disclosure is required in accordance with Applicable Laws, in which case Wavenet shall, where practicable and not prohibited by Applicable Laws, notify the Customer of any such requirement before such disclosure).
- 10.17 Wavenet shall, to the extent permitted under Applicable Laws, promptly notify the Customer if it receives a Data

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Subject Request relating to the Protected Data, Services and/or Products. Taking into account the nature of the Processing, Wavenet shall assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's (or the relevant Data Client's) obligation to respond to a Data Subject Request under Data Protection Laws, provided that if the number of Data Subject Requests exceeds 3 (three) per calendar month, the Customer shall pay Wavenet's charges calculated on a time and materials basis at Wavenet's then current prevailing rates for recording and referring the Data Subject Requests in accordance with this clause 10.17.

- 10.18 Wavenet shall provide such reasonable assistance to the Customer as the Customer reasonably requires (taking into account the nature of Processing and the information available to Wavenet) in ensuring compliance with the Customer's obligations under Data Protection Laws with respect to:
- 10.18.1 complying with its obligations under the Data Protection Laws relating to the security of Processing Protected Data;
  - 10.18.2 conducting privacy impact assessments of any Processing operations and consulting with Supervisory Authorities, Data Subjects and their representatives accordingly (as such term is defined in Data Protection Laws);
  - 10.18.3 responding to requests for exercising Data Subjects' rights under the Data Protection Laws, including by appropriate technical and organisational measures, insofar as this is possible;
  - 10.18.4 prior consultation with a Supervisory Authority regarding high risk processing; and
  - 10.18.5 notifications to the Supervisory Authority and/or communications to Data Subjects by the Customer in response to any Data Security Incident, provided the Customer shall pay Wavenet's charges for providing the assistance in this clause 10.18, such charges to be calculated on a time and materials basis at Wavenet's then current prevailing rates.
- 10.19 Wavenet will only make an International Transfer of Protected Data if:
- 10.19.1 a competent authority or body of the United Kingdom or the European Commission (as applicable) makes a binding decision that the country or territory to which the International Transfer is to be made ensures an adequate level of protection for Processing of Personal Data;
  - 10.19.2 Wavenet or the relevant Sub-Processor provides adequate safeguards for that International Transfer in accordance with Data Protection Laws; or
  - 10.19.3 Wavenet or the relevant Sub-Processor is required to make the International Transfer to comply with Applicable Laws, in which case Wavenet will notify the Customer of such legal requirement prior to such International Transfer unless such Applicable Laws prohibit notice to the Customer on public interest grounds.
- 10.20 Wavenet shall maintain, in accordance with Data Protection Laws binding on Wavenet, written records of all categories of Processing activities carried out on behalf of the Customer.
- 10.21 Wavenet shall, in accordance with Data Protection Laws, upon prior written request make available to the Customer in respect of the Protected Data:
- 10.21.1 a summary of Wavenet's annual internal audit reports demonstrating Wavenet's compliance with its obligations as a Processor under Data Protection Laws; and
  - 10.21.2 confirmation that the audit has not revealed any material vulnerability in Wavenet's

systems, or to the extent that any such vulnerability was detected, that Wavenet has taken steps to remedy such vulnerability.

- 10.22 If the measures set out at clause 10.21 are not sufficient to confirm Wavenet's compliance with Data Protection Laws, Wavenet will allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) as is reasonably necessary to demonstrate Wavenet's compliance with its obligations in respect of the Protected Data under Article 28 of the UK GDPR (and under any Data Protection Laws equivalent to that Article 28), subject to the Customer:
- 10.22.1 giving Wavenet reasonable prior notice of such information request, audit and/or inspection being required by the Customer;
  - 10.22.2 the parties mutually agreeing upon the scope, timing and duration of the audit;
  - 10.22.3 ensuring that all information obtained or generated by the Customer or its auditor(s) in connection with such information requests, inspections and audits is kept strictly confidential (save for disclosure to the Supervisory Authority or as otherwise required by Applicable Laws);
  - 10.22.4 ensuring that such audit or inspection is undertaken during Normal Working Hours, with minimal disruption to Wavenet's business, the Sub-Processors' business and the business of other customers of Wavenet; and
  - 10.22.5 paying Wavenet's reasonable charges for assisting with the provision of information and allowing for and contributing to inspections and audits.
- 10.23 In respect of any Data Security Incident involving Protected Data Wavenet shall, without undue delay, notify the Customer of the Data Security Incident and provide the Customer with relevant details of the Data Security Incident and the Customer, if it is not the Controller, shall ensure it provides such notification to the relevant Controller without undue delay.
- 10.24 If a party receives a compensation claim from any person relating to Processing of Protected Data, it shall promptly provide the other party with notice and full details of such claim. The party with conduct of the claim shall:
- 10.24.1 make no admission of liability nor agree to any settlement or compromise of the relevant claim without the prior written consent of the other party (which shall not be unreasonably withheld or delayed); and
  - 10.24.2 consult fully with the other party in relation to any such action, but the terms of any settlement or compromise of the claim will be exclusively the decision of the party that is responsible for paying the compensation.
- 10.25 Wavenet shall, at the Customer's written request, either delete or return all the Protected Data to the Customer in such format as the Customer reasonably requests within a reasonable time after the earlier of:
- 10.25.1 the end of the provision of the relevant Services and/or Products related to the Processing of Protected Data; or
  - 10.25.2 once Processing by Wavenet of any Protected Data is no longer required for the purpose of Wavenet's performance of its relevant obligations under this Agreement, and delete existing copies (unless storage of any Protected Data is required by Applicable Laws and, if so, Wavenet shall inform the Customer of any such requirement).

### 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.

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- 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:
    - (a) death or personal injury resulting from that party's negligence or its employees' negligence (while acting in the course of their employment);
    - (b) any fraud, fraudulent misrepresentation or fraudulent misstatement;
    - (c) any indemnity under this Agreement;
    - (d) 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
    - (e) 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 indirect, special or consequential losses or 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;
  - 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 Equipment, 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 The parties agree that the limitations and exclusions of liability set out in this Agreement reflect the allocation of risk agreed between them and that such limitations and exclusions of liability are proportionate to the Charges to be paid to Wavenet. The Customer acknowledges and

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accepts that Wavenet has recommended that the Customer effects insurance for any losses or liabilities caused by any act or omission of Wavenet that shall not be recoverable from Wavenet under this Agreement.

- 13.8 This clause 13 will survive termination of the Agreement.
- 13.9 The Customer acknowledges that, subject to clause 13.4, Wavenet accepts no responsibility or liability to the Customer, or any third party, for:
  - 13.9.1 any pre-existing defects at the Customer Premises or property;
  - 13.9.2 any Malware affecting the Customer's System or Customer Equipment;
  - 13.9.3 any failure of any third-party system, equipment or apparatus;
  - 13.9.4 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 in accordance with clause 5.1.16(b); and/or
  - 13.9.5 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 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, Equipment 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. Subject to clauses 14.1, 14.2 and 14.6, unless the termination process set out at clause 14.4 is strictly adhered to, the Products and/or Services shall automatically renew at the end of the Initial Term or subsequent Renewal Period for a further twelve (12) month period or a period equal to the Initial Term, if the Initial Term is for a period of less than twelve (12) months.
- 14.4 To terminate the Agreement, the Customer must submit a valid notice of termination. A notice of termination shall only be valid where all of the following steps have been completed:
  - 14.4.1 the Customer shall submit a written request to terminate by email to [ceases@wavenet.co.uk](mailto:ceases@wavenet.co.uk) providing the lesser of: (i) ninety (90) days' notice before the end of the Initial Term or any Renewal Period; or (ii) written notice equal to the length of the Initial Term before the end of the Initial Term or any Renewal Period;
  - 14.4.2 following receipt of such request, Wavenet shall issue a digital disconnect order form to the Customer via a link;
  - 14.4.3 the Customer shall access the link, complete the digital disconnect order form in full, ensuring all information provided is complete and accurate; and the Customer shall electronically sign and submit the digital disconnect order form within ten (10) Business Days of receipt of the link provided by Wavenet. Submission of the completed form shall constitute receipt by Wavenet of the disconnect order form and confirmation of the Customer's termination request.
- 14.5 The Customer acknowledges and agrees that:
  - 14.5.1 a notice of termination shall only be valid where clauses 14.4.1 to 14.4.4 have been completed in full; and
  - 14.5.2 Wavenet shall have no obligation to act upon, process or acknowledge any termination request where the requirements of clause 14.4 have not been strictly complied with.
- 14.6 Without prejudice to any of its other rights under this Agreement, Wavenet may terminate this Agreement for any reason whatsoever and without any liability to the Customer by providing the lesser of: (i) ninety (90) days' notice before the end of the Initial Term or any Renewal Period; or (ii) written notice equal to the length of the Initial Term, before the end of the Initial Term or any Renewal Period.
- 14.7 Upon expiry or termination of this Agreement for any reason:
  - 14.7.1 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;
  - 14.7.2 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;
  - 14.7.3 Wavenet shall disable the Products and/or Services and the Customer shall return to Wavenet, at its own cost, all Equipment and Wavenet Materials, save for Purchased Equipment which has been paid for in full by the Customer; and
  - 14.7.4 if the Customer fails to return the Equipment or Wavenet Materials in accordance with clause 14.7.3, then Wavenet may enter the Customer Premises to take possession of such Equipment and/or Wavenet Materials. Until the Equipment

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or Wavenet Materials have been returned, the Customer will be solely responsible for any risk to the Equipment and/or Wavenet Materials and shall indemnify Wavenet for the full replacement cost of either the Equipment or Wavenet Materials.

- 14.8 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.
- 14.9 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.
- 14.10 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.
- 14.11 Following notice to terminate the Agreement being served by the Customer pursuant to clause 14.4, 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:
  - 14.11.1 make available an exit manager to assist the Customer with the organisation and co-ordination of the provision of exit assistance;
  - 14.11.2 assist the Customer with the production of an exit management plan;
  - 14.11.3 provide exit assistance in accordance any agreed written exit management plan; and
  - 14.11.4 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 (including without limit, OFCOM or the Phone-paid Services 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 14.1.2, 14.2.1 and 14.2.2;
  - 15.1.8 any licence under which Wavenet and/or the relevant carrier has the right to run its telecommunications system and/or connect the Products and/or Services is revoked, amended or otherwise ceases to be valid;
  - 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;
  - 15.1.11 Wavenet personnel are abused or mistreated during the performance of the Products and/or Services; or
  - 15.1.12 the Customer fails to comply with the requirement to put in place and maintain a valid direct debit mandate in accordance with clause 6.18 within the period specified by Wavenet.
- 15.2 The Customer shall reimburse to Wavenet 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, 15.1.11 and/or 15.1.12 and the commencement 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

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- 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. EMPLOYMENT REGULATIONS

- 18.1 Wavenet and the Customer agree that the Employment Regulations shall not apply to transfer the employment or engagement of any Customer Employee to Wavenet (or any of its contractors or sub-contractors) in connection with this Agreement or the termination of all or part of any contract between the Customer and a Contractor or Sub-Contractor or any other provider of the Products and/or Services.
- 18.2 The Customer agrees to indemnify and keep indemnified Wavenet, its Contractors and Sub-Contractors against all liabilities, losses, actions, proceedings, damages, costs (including legal and employment costs), claims, demands and expenses brought or made against or suffered or incurred by Wavenet or any of its Suppliers arising out of or connected with:
  - 18.2.1 the transfer or alleged transfer of the employment or engagement of any Customer Employee to Wavenet or any of its Suppliers pursuant to the Employment Regulations, the termination of the employment of such Customer by Wavenet or its suppliers or otherwise; and
  - 18.2.2 the employment or engagement or termination of employment or engagement by the Customer or a Contractor and/ or any Sub-Contractor of any Customer Employee.
- 18.3 Without prejudice to clause 18.2, if any Customer Employee claims or it is determined that his or her contract of employment or engagement has been transferred to Wavenet or any of its Suppliers pursuant to the Employment Regulations then:
  - 18.3.1 Wavenet will endeavour to, within twenty-eight(28) days of becoming aware of that fact, give notice in writing to the Customer;
  - 18.3.2 the Customer may offer employment to such person within fourteen (14) days of the notification or take such other steps as it considers appropriate to deal with the matter; and
  - 18.3.3 if such offer is accepted (or if the situation has otherwise been resolved by the Customer), Wavenet shall release the person from his employment; and if after the 14 (fourteen) day period has elapsed, no such offer of employment has been made or such offer has been made but not accepted, or the situation has not otherwise been resolved, Wavenet may give notice to terminate the employment of such person and rely on the indemnity at clause 18.2 above.

### 19. FRAUD AND SECURITY

- 19.1 In the event of any illegal, fraudulent or unauthorised use of the Services and/or Products, Wavenet reserves the right (at Wavenet's sole discretion) to ask the Customer to (in which case, the Customer shall) change any or all of the passwords the Customer uses in connection with the Services and/or Products.
- 19.2 The Customer accepts and acknowledges that the Services and Products are not guaranteed to be secure and Wavenet does not guarantee the prevention or detection of any unauthorised attempts to access the Services and/or Products.
- 19.3 Any assistance given by Wavenet in relation to fraudulent and/or unauthorised use by third parties (or the prevention of such use) will be on a reasonable endeavours basis only and no liability can be accepted by Wavenet for any loss sustained by the Customer via fraudulent and/or unauthorised means that are beyond Wavenet's reasonable control (save for any fraud and/or unauthorised use by an employee of Wavenet acting in that capacity).
- 19.4 Save to the extent expressly provided as a Service by Wavenet under this Agreement, the Customer remains at all times responsible for:
  - 19.4.1 preventing unauthorised or fraudulent use of the Products and/or Services; and
  - 19.4.2 maintaining the security of all systems, network elements and equipment within its (or its employees', agents' or contractors') control.
- 19.5 Without limitation, the Customer shall put in place and comply at all times with the following security measures:
  - 19.5.1 the Customer shall ensure that any password used in connection with the Products and/or Services is strong and is made up of not less than eight characters, which shall include at least one number, one letter and one alphanumeric symbol;
  - 19.5.2 the Customer shall regularly and at least every 6 (six) weeks change the password set out at clause 19.5.1 above;
  - 19.5.3 the Customer shall restrict access to passwords to key individuals;
  - 19.5.4 the Customer shall ensure that it has up to date anti-virus protections and that it has firewalls in place, which are maintained by the Customer in accordance with best industry practices; and
  - 19.5.5 the Customer shall, without delay, follow any security directions given to it by Wavenet from time to time.

### 20. GENERAL

- 20.1 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.
- 20.2 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.
- 20.3 Subject to clause 20.4, 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 address 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 20.3 is not within Normal Working Hours, at

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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.

- 20.4 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.
- 20.5 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.
- 20.6 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.
- 20.7 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 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.
- 20.8 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.
- 20.9 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.
- 20.10 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.
- 20.11 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.
- 20.12 Wavenet may vary and amend this MSA, Service Specific Conditions or Acceptable Use Policy 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 terms as amended.
- 20.13 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.

The capitalised terms used in this Annex, have the meanings provided in clause 10. The Processing details set out in this Annex are subject to any specific Processing details set out in or otherwise incorporated into the Order.

### 1 Subject Matter of Processing:

For the purposes of Wavenet performing this Agreement.

### 2 Duration of the processing:

The Processing shall continue for the duration of this Agreement and for any period thereafter that Wavenet continues to Process any Protected Data.

### 3 Nature and purpose of the processing:

To perform and/or deliver (as applicable) the Services and/or Products as set out in this Agreement and as further instructed by the Customer.

### 4 Type of Personal Data:

Names, telephone numbers, email addresses, addresses of the Data Subjects set out below and any other Personal Data required to be provided to Wavenet as Protected Data in the performance of this Agreement, including without limitation the performance and/or delivery (as applicable) of the Services and/or Products.

### 5 Categories of Data Subjects:

Employees and customers (being natural persons) of the Customer or the relevant Controller.