

MASTER SERVICES AGREEMENT

1.

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;

MASTER SERVICES AGREEMENT

"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.

MASTER SERVICES AGREEMENT

- 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 any other terms that the Customer may seek to impose or incorporate, or which are implied by trade, custom, practice or other course of dealing.

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; and
 - 2.7.4 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.
- 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.

MASTER SERVICES AGREEMENT

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;
 - 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

MASTER SERVICES AGREEMENT

- (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; and
- 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.
- 5.2 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:
 - 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

MASTER SERVICES AGREEMENT

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; and
 - 5.8.2 it shall not acquire any right, title or interest in or to any Third Party Software other than the right to use such software under this Agreement.

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.
- 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, in good faith, disputes an invoice and wishes to withhold the disputed sum, the Customer must notify Wavenet in writing of such dispute within fourteen (14) days of the date of the invoice and make payment of any undisputed amount. Any such disputed amount shall be dealt with by Wavenet in accordance with clause 7.
- 6.8 Notwithstanding the provisions of clause 6.7, Wavenet shall not be obliged to pay or credit the Customer for any disputed Charges over 6 months old, that have not already been disputed by the dispute procedure set out in clause 6.7 and the Customer shall waive all rights to file any claim for such disputed Charges.
- 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 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.
- 6.14 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.
- 6.15 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.
- 6.16 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 Charges within 14 (fourteen) days of the date of Wavenet's invoice.

7. DISPUTE RESOLUTION PROCEDURE

- Any dispute arising out of or in connection with this Agreement, including in relation to Charges or invoices ("Dispute") shall be treated in accordance with this clause:
- 7.1 representatives of each of the parties to this Agreement shall seek to resolve the Dispute;
 - 7.2 in the event that any matter cannot be resolved by the representatives, any party may refer the Dispute to the appropriate directors of the parties (together the "Executives");
 - 7.3 the Executives shall seek to resolve the matter within twenty (20) days of it being referred to them and shall as soon as reasonably practicable and, in any event, no later than seven (7) days after a written request from any party to the other, meet in good faith and use all reasonable endeavours to resolve the Dispute;
 - 7.4 for the purposes of this clause, the date on which the Dispute arose will be the date on which a party notifies the others in writing that a Dispute has arisen;
 - 7.5 for the avoidance of doubt, unless a party terminates this Agreement in accordance with its terms, in the event of a Dispute, each party will remain obliged to fulfil all of its obligations under this Agreement, and the undisputed element of any disputed invoice will be paid in accordance with this Agreement;
 - 7.6 all negotiations pursuant to this clause shall be conducted in strict confidence. Those negotiations shall be without prejudice to the rights of the parties and shall not be used in evidence or referred to in any way without the prior

MASTER SERVICES AGREEMENT

written consent of the parties in any future court proceedings;

- 7.7 no party may commence court proceedings in relation to any Dispute until they have attempted to settle it in accordance with this clause; and
- 7.8 if the Customer fails to engage in the dispute resolution procedure in accordance with this clause 7, the Customer waives its right to file any claim against Wavenet in relation to any Dispute.

8. CREDIT LIMIT/SECURITY

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

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 All Intellectual Property Rights in or arising out of or in connection with the Products and/or Services (other than Intellectual Property Rights in any materials provided by the Customer) will be owned by Wavenet and/or its Affiliates, save to the extent that any of the same contain Intellectual Property Rights owned by third parties.
- 9.2 Subject to clause 9.6, Wavenet grants to the Customer, a non-exclusive, royalty free, licence to use Wavenet's Intellectual Property Rights within the United Kingdom, for the purpose of utilising the Products and/or Services in accordance with the terms of the Agreement and any usage guidelines that Wavenet may provide from time to time.
- 9.3 The Customer will not sub-license, assign or otherwise transfer the rights granted by clause 9.2.
- 9.4 The Customer grants Wavenet a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to Wavenet for the Term of this Agreement for the purpose of providing the Products and/or Services.
- 9.5 Notwithstanding clause 9.2, the Customer will not be entitled to use the name, trade mark, trade name or any other proprietary identifying marks or symbols of Wavenet or its Affiliates without Wavenet's prior written consent.
- 9.6 Wavenet shall, subject to clause 9.9, defend the Customer, its officers, directors and employees against any judgment by a competent UK court of law that any Products and/or Services (excluding any Third Party Software) infringe any United Kingdom patent effective as of the Start Date, copyright, trademark, database right or right of confidentiality, and shall indemnify the Customer for the costs of defending any claim (reasonably and properly incurred) and for any amounts awarded in judgment or settlement of such claims, provided that:
 - 9.6.1 Wavenet is given prompt notice of any such claim;
 - 9.6.2 the Customer provides reasonable co-operation to Wavenet in the defence and settlement of such claim, at Wavenet's expense; and
 - 9.6.3 Wavenet is given sole authority to defend or settle the claim.

- 9.7 In the defence or settlement of any claim, Wavenet may procure the right for the Customer to continue using the Products and/or Services, replace or modify the Products and/or Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement without any additional liability or obligation to pay damages or other additional costs to the Customer.
- 9.8 In no event shall Wavenet, its employees, agents or Third Party Contractors be liable to the Customer to the extent that the alleged infringement is based on:
 - 9.8.1 a modification of the Products and/or Services by anyone other than Wavenet;
 - 9.8.2 the Customer's use of the Products and/or Services is in a manner contrary to Wavenet's instructions; or
 - 9.8.3 the Customer continues to use the Products and/or Services after notice of the alleged or actual infringement from Wavenet or any appropriate authority.
- 9.9 This clause 9 sets out the Customer's sole and exclusive rights and remedies, and Wavenet's entire obligations and liability, for infringement of any Intellectual Property Rights.
- 9.10 The Customer will not, and will procure that its personnel and subcontractors, do not do anything, whether by act or omission, during the Agreement or at any time thereafter to affect or imperil the validity of any Intellectual Property Rights owned, used or enjoyed by Wavenet or its Affiliates.
- 9.11 The Customer agrees that Wavenet may refer to the Customer in any of Wavenet's marketing materials or on its website. The Customer hereby grants Wavenet a licence to use any of the Customer's trade names and trade marks solely in connection with such marketing purpose. Wavenet shall comply with any trade mark usage guidelines in respect of such trade marks provided by the Customer in writing.
- 9.12 The Customer agrees to cooperate in the completion of an annual survey provided by Wavenet upon Wavenet's written request.
- 9.13 The Customer agrees to act as a reference for Wavenet upon Wavenet's written request. This includes, but is not limited to, providing testimonials for promotional and marketing materials, participating in case studies, speaking 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 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;

MASTER SERVICES AGREEMENT

- 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 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

MASTER SERVICES AGREEMENT

- 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.
- 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.

MASTER SERVICES AGREEMENT

- 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 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.

MASTER SERVICES 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.

- 14.3 Subject to clauses 14.1 and 14.2, 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 will only be valid if:
- 14.4.1 it is submitted by email to 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; and
 - 14.4.2 it is accompanied by a fully, accurately and correctly completed cease form which the Customer must obtain from Wavenet in advance by emailing ceases@wavenet.co.uk.
- 14.5 The Customer acknowledges and agrees that:
- 14.5.1 it is responsible for requesting, completing and returning the cease form sufficiently in advance of the end of the Initial Term or any Renewal Period to ensure the notice periods set out in clause 14.4.1 can be strictly complied with; and
 - 14.5.2 any notice of termination that does not comply strictly with clause 14.4 shall be deemed invalid.
- 14.6 Upon expiry or termination of this Agreement for any reason:
- 14.6.1 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;
 - 14.6.2 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;
 - 14.6.3 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
 - 14.6.4 if the Customer fails to return the Equipment or Wavenet Materials in accordance with clause 14.6.3, then Wavenet may enter the Customer Premises to take possession of such Equipment and/or Wavenet Materials. Until the Equipment 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.
- 14.7 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.
- 14.8 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.
- 14.9 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.
- 14.10 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

MASTER SERVICES AGREEMENT

standard rates, and subject to payment of any relevant third party costs, such as the extension or renewal of any Software licences:

- 14.10.1 make available an exit manager to assist the Customer with the organisation and co-ordination of the provision of exit assistance;
- 14.10.2 assist the Customer with the production of an exit management plan;
- 14.10.3 provide exit assistance in accordance any agreed written exit management plan; and
- 14.10.4 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; or

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

- 15.2 The Customer shall reimburse to 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 and/or 15.1.11 and the recommencement of the provision of the Products and/or Services as appropriate.

16. FORCE MAJEURE

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

17. ANTI-BRIBERY AND ANTI-CORRUPTION

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

18. 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

MASTER SERVICES AGREEMENT

- 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 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.

MASTER SERVICES AGREEMENT

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.

Annex - Data processing details

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.

SERVICE SPECIFIC CONDITIONS FOR UNIFIED COMMUNICATIONS & VOICE

These Service Specific Conditions for Unified Communications and Voice apply, in addition to the Wavenet Master Service Agreement (MSA) for the Customer's use of the following services:

- Fixed Line Telephony
- PBX Solutions
- Hosted Telephony
- SIP
- Lines & Calls
- Maintenance
- RingCentral
- Gamma Horizon
- Phoneline Plus
- Zoom
- 8x8

1. DEFINITIONS

All definitions from the MSA shall apply to these Service Specific Conditions for Unified Communications and Voice together with the following service specific definitions which shall have the meanings set out below:

"Acceptance" means acceptance by the Customer that the Installation Services have been properly performed in accordance with the MSA.

"Acceptance Tests"—the acceptance tests, as set out in or referred to in the Order

"Anticipated Call Spend" means the Customer's anticipated average call spend for using the relevant Service each month of the term of the Agreement as specified in the Order and calculated using the Anticipated Monthly Minutes

"Anticipated Monthly Minutes" means the Customer's anticipated average number of inbound call minutes using the Inbound Voice Services during each month of the Agreement, as specified in the Order

"Authorisation" means Wavenet's authorisation to provide communications networks and Services pursuant to the OFCOM general authorisation regime

"BT" means British Telecommunications plc, company number 01800000 and all companies with its group of companies

"Call Charges" means charges which relate to calls made or received where supplied by Wavenet or one of its Suppliers, as specified in the Order

"Carrier" means the telecommunications network operator who is to provide to the Customer, on Wavenet's behalf, a physical telephone line and/or access to a telecommunications network

"Connection" means the date when Wavenet or its Third-Party Contractors connects the NGN to the Customer's telecommunications equipment

"Customer Network(s)" means the Local Area Network, network equipment, computer systems, and local cable infrastructure at the Customer Premises, to which the Service will be connected

"Dual Running" means the simultaneous running, for the duration of the Implementation Period unless otherwise mutually agreed, of the existing Customer services alongside the Equipment and/or Services to be delivered by Wavenet under this Agreement

"Hosted Telephony Services" means the Installation Services, Monitoring Services and/or Security Services to be provided to Wavenet subject to and in accordance with the Agreement, as specified in the Order

"Inbound Mins Package" means a package of contracted minutes either per number or per group of numbers. Such

package will provide the Customer with a defined minute package at a specific price. Out of bundle charges will apply
"Inbound Voice Services" means the provision to the Customer of an NGN to allow the routing of calls or any other Service provided by Wavenet by means of a Supplier's network and the provision of a Connection

"Indirect Access" means a method that allows the Carrier to identify call traffic as being routed by Wavenet, normally obtained by means of Carrier pre-selection, auto dialler equipment or identifying call traffic on a least cost routing basis

"Minimum Monthly Call Charges" means: (i) the average of the six highest month's Call Charges incurred by the Customer under the Agreement; or (ii) if the Customer has incurred less than six month's Call Charges, the highest month's Call Charges incurred by the Customer under the Agreement; or (iii) if no call charges have been incurred by the Customer, the highest month of Anticipated Call Spend

"Minimum Monthly Line Rental" means the higher of: (i) the line rental specified in the Agreement; or (ii) the average of the six highest month's line rental charges incurred by the Customer under the Agreement (or if the Customer has incurred less than six month's line rental, the highest month's line rental incurred by the Customer under the Agreement)

"Monitoring Services" means those network monitoring services specified in the Agreement which may include: (i) monitoring of critical network components and alerts to helpdesk; (ii) analysing maintenance faults and providing resolutions to maintenance faults; (iii) configuration and software image management; (iv) remote execution of requested configuration modifications; and (v) reporting faults found, faults resolved and details of network uptime

"Monthly License User Fee" means the monthly user license fees for each user

"MSA" means Wavenet's Master Services Agreement

"NGN" means a telephone number for which the digit structure has no geographic significance for routing calls

"Outbound Services" means the provision of a voice telecommunications service via a telephone number which enables the Customer to make calls to local, national, international, mobile and/or non-geographic telephone numbers by means of Indirect Access or SIP, a line rental service for a telephone number and/or any other service provided by Wavenet by means of the Carrier's network

"Premium Rate Regulator" means Phonepayplus or any successor body which regulates the use of NGNs

"Previous Service Provider" means a third party that provides the Customer with telecommunications equipment and/or services prior to Wavenet

"Revenue Share Agreement" means any agreement (if any) between the parties which is set out in the Order, pursuant to which Wavenet agrees to share with the Customer revenue received by Wavenet in respect of calls to an NGN

"Revenue Share Threshold" means (unless otherwise stated on the Order or agreed in writing by Wavenet) one thousand (1000) minutes of calls, which must be received in any given calendar month by the NGNs in order for revenue share payments to be made by Wavenet to the Customer under a Revenue Share Agreement

"Security Services" means those security services specified in the Agreement which may include: (i) testing for unauthorised access using industry recognised software

SERVICE SPECIFIC CONDITIONS FOR UNIFIED COMMUNICATIONS & VOICE

tools; (ii) penetration testing to attempt to gain access to the Customer's system, data and/or other material other than through a recognised access method; (iii) testing for known vulnerabilities in system architecture configuration and/or software and hardware using industry-standard methodologies; and/or (iv) the provision of a written report on this testing;

"Service Demarcation Point" means the point(s) to which Wavenet will be responsible for maintaining the Hosted Telephony Service(s) being (unless stated otherwise in the Order): (i) the point up to the connection between the access circuit and the Services, managed by Wavenet's session boarder controllers within the Network; or (ii) where Wavenet have supplied the access circuits with the Services, the point up to the Customer side port on the pre-configured Wavenet supplied router; or (iii) where Wavenet provide the access and the Installation Services and the Customer has purchased Equipment which is being maintained by Wavenet pursuant to the Agreement, the Equipment provided by Wavenet AND for the avoidance of doubt, where the Customer has an existing router or provides its own router, Wavenet shall not be responsible for the same;

"SIP" means session initiation protocol, used for controlling telecommunications sessions over internet protocol

"Specification" means the specification of the Equipment or Services, as appropriate, which is set out or referred to in the Service Order and which may be further detailed in the PID

"Total Minutes" means the aggregate number of minutes received by the NGNs during the hours specified in the Revenue Share Agreement or if no hours are specified, at any time

2. HOSTED TELEPHONY SERVICES

2.1. Hosted Telephony Service Implementation

- 2.1.1. Following the completion of the surveys and, if required, the agreeing of the replacement Agreement, Wavenet will inform the Customer of the revised anticipated Start Date
- 2.1.2. Throughout the provision of the Implementation Period, Wavenet will need to communicate with named member(s) of the Customer's staff to arrange access to the Customer Premises. Those members of staff shall have the authority to make decisions relating to the Implementation Period and the Services generally on behalf of the Customer. The Customer acknowledges and accepts that any delays in the provision of access and/or the making of decisions may result in a delay in the Start Date and Wavenet will not be liable for any such delay
- 2.1.3. Without prejudice to the terms of the MSA, if the Customer fails to prepare the Customer Premises for either Wavenet or its Third Party Contractor or Supplier, in accordance with clause 2.2.1.1 or fails in any other preparatory instructions that the Customer may have been given, Wavenet may charge the Customer for additional costs incurred in delaying the Implementation Period. Rescheduled visits to the Customer Premises will be subject to lead-times and will be notified to the Customer

2.1.4. Wavenet shall notify the Customer of the date(s) on which Wavenet, its Third Party Contractor and/or its Supplier shall provide the installation services. The Customer shall use all reasonable endeavours to enable the installation services to be provided on such dates. If it cannot do so, it must notify Wavenet within 14 days of the date it receives notice from Wavenet of the proposed date(s) for the provision of the installation services and the parties shall use reasonable endeavours to agree alternative date(s)

2.1.5. Wavenet reserves the right, upon giving notice to the Customer, not to provide the Hosted Telephony Services to any Customer Premises or, if Hosted Telephony Services are already being provided, to cease providing the same and to terminate the Agreement in relation to the Hosted Telephony Services without liability or obligation to the Customer if:

2.1.5.1. Wavenet discovers during a survey of the Customer Premises or otherwise that the distance between the Customer Premises and Wavenet's point of presence, or its underlying Supplier's point of presence, is such that a quality service cannot be provided or underwritten

2.1.5.2. the Customer does not agree to any increase in Charges in accordance with the MSA and/or these Service Specific Conditions for Unified Communications & Voice

2.1.6. Wavenet, its Third Party Contractor or Supplier will provide the installation services during the Implementation Period and will perform a series of commissioning tests to ensure that the Hosted Telephony Services are functioning in accordance with the Specification

2.1.7. Wavenet will, if agreed, maintain the Hosted Telephony Service to the Service Demarcation Point

2.1.8. If Wavenet agrees that the Customer may use/supply its Customer Equipment with any part of the Hosted Telephony Services, then the Customer shall be responsible and liable for such Customer Equipment. If Wavenet, its Third-Party Contractor, or its Supplier visit the Customer Premises due to a fault which is later found to be caused by any Customer Equipment, then Wavenet may charge the Customer for such site visit and any additional costs incurred as a result. Use of any Customer Equipment not supplied by Wavenet will affect the Service Demarcation Point

2.1.9. Wavenet shall use reasonable endeavours to obtain an IP address on behalf of the Customer. However, the Customer acknowledges that Wavenet does not control the issue of any IP address to be used with the Hosted Telephony Services. Access to and use of this address is controlled by the internet authorities and its use is subject to any rules

SERVICE SPECIFIC CONDITIONS FOR UNIFIED COMMUNICATIONS & VOICE

which they may prescribe. Wavenet reserve the right to withdraw or change this address if for any reason the address ceases to be available

- 2.1.10. If the Customer requests and Wavenet agrees to upgrade the Customer's bandwidth of the underlying access to the Hosted Telephony Services then additional Charges will apply, as notified to the Customer
- 2.1.11. The Hosted Telephony Services support 999/112 public emergency call services and such calls will be routed to the national emergency call handling agents. However, the Customer acknowledges and accepts that these services do not operate in the same way as PSTN fixed line 999/112 public emergency call services and connection to such services may not be possible in the event of a service outage caused by loss of connectivity to the internet for whatever reason. In such circumstances the Customer should use a separate line to make the emergency call. Furthermore, it may on occasions not be possible for emergency services personnel to identify the location and telephone number so this information should be stated promptly and clearly by the Customer or relevant member of its personnel when making such a call
- 2.1.12. If Wavenet agrees that the Customer may use its existing or other new access circuits (including but not limited to broadband, ethernet, leased line etc) not provided by Wavenet, then it is the Customer's responsibility to ensure such access circuits meet the requirements and functionality specified by Wavenet or the Supplier from time to time. The Customer's failure to meet such requirements and/or functionality may affect the provision of the Hosted Telephony Services. Where Wavenet does not provide the access circuits, all responsibility and liability for such access circuits shall remain with the Customer. Should Wavenet, its Third-Party Contractor or its Supplier visit the Customer Premises in relation to a fault which is found to be caused in whole or in part by access circuits not provided by Wavenet, then Wavenet may charge the Customer additional Charges for such site visit and any additional costs incurred as a direct result. Use of the Customer's own access circuits will affect the Service Demarcation Point
- 2.1.13. If the Customer uses a third party to install the Hosted Telephony Services, the Customer shall indemnify Wavenet from any liability that Wavenet may incur as a result of the same. Use of a third party to install the Hosted Telephony Service will affect the Service Demarcation Point
- 2.1.14. If Wavenet provides the Customer with any of the user-based features (including but not limited to auto attendant, hunt group, call

park, call pickup, call queue etc) and the Customer has not allocated these features to a user then Wavenet may recover such unallocated features from the Customer's account without liability or obligation to the Customer. The Customer may replace these features or add additional features at any time

2.2. **Customer Obligations for Hosted Telephony Services**

- 2.2.1. Without prejudice to any provisions in the Order and/or the MSA, to enable Wavenet to provide the Hosted Telephony Services, the Customer shall:
 - 2.2.1.1. prepare the Customer Premises and the Customer Network(s) in accordance with Wavenet's instructions. The Customer is responsible, at its own cost, for the power supply and arranging alternative power supplies if any temporary supply fails. Installing engineers may refuse to install Equipment if they perceive a hazard or risk
 - 2.2.1.2. provide Wavenet, its Third-Party Contractor or its Supplier with full access to the Customer Premises and Customer Network(s) and make available such information, assistance, office and technology facilities as may be necessary for Wavenet, its Third-Party Contractors, or its Supplier to provide the Hosted Telephony Services
 - 2.2.1.3. promptly furnish Wavenet with such information and documents as Wavenet may reasonably require for the proper performance of the Hosted Telephony Services
 - 2.2.1.4. obtain and be responsible for the cost of all third party consents, licences and rights reasonably required in order to allow Wavenet or the Supplier to provide the installation services (including, for example, landlord consents, wayleave consents and access consents) and be responsible for complying with any applicable laws, statutes, regulations and codes of practice, in relation to the Hosted Telephony Services
 - 2.2.1.5. put in place adequate security and virus checking procedures in relation to any computer facilities to which the Customer provides Wavenet with access
- 2.2.2. Unless the Order expressly states that Wavenet shall install a router, it is the Customer's responsibility to install the router at the Customer Premises and neither Wavenet its Third Party Contractor, nor the Supplier shall bear any responsibility or liability for any delay or failure to install a router
- 2.2.3. The Customer shall:
 - 2.2.3.1. supply on an ongoing basis, at the Customer's cost, all space, power supply access points, cables, trunking, electricity, air conditioning and any other facility as

SERVICE SPECIFIC CONDITIONS FOR UNIFIED COMMUNICATIONS & VOICE

may be specified by Wavenet either within the Order or following the survey which are required to enable the Customer to receive the installation services and/or the Hosted Telephony Services; and

2.2.3.2. keep full and up-to-date secure backup copies of the data on the Network in accordance with good industry practice

2.2.4. The Customer shall not allow any member of its staff who is not an End User and/or any other unauthorised third party to access or use the Equipment and/or the Hosted Telephony Services and the Customer shall ensure that it shall not and that none of its staff or any third party (including any incoming third party supplier) shall add to, modify and/or interfere with such Equipment and/or Hosted Telephony Services. The Customer shall indemnify Wavenet for any and all losses incurred as a result of any such unauthorised access, including the cost of any remediation work required to be undertaken to restore the Services in accordance with clause 2.5.8

2.2.5. The Hosted Telephony Services permit the Customer to upload music files for the music on hold feature. The Customer agrees to obtain all necessary licences and consents as may be required for any such music and agrees to indemnify Wavenet from any and all liability relating to the Customer's use of this feature

2.3. **Use of the Hosted Telephony Service**

2.3.1. The Customer agrees that, in addition to the requirements set out in the MSA:

2.3.1.1. notwithstanding any provisions to the contrary in the Order, it will not cause that part of the Equipment which relates specifically to the Hosted Telephony Services to be removed, repaired, serviced or otherwise attended to except by Wavenet's authorised representative

2.3.1.2. it is responsible for undertaking all in life changes to any Customer Equipment and the Customer agrees to pay Wavenet's Charges applicable at the time where the Customer requests Wavenet to make such changes on the Customer's behalf

2.3.2. Unless otherwise expressly stated in the Order, the quantity of licenses specified in the Order will be deemed the minimum number of licenses which the Customer shall continue to purchase in relation to the Hosted Telephony Services during the Term

2.3.3. If Wavenet provides the Customer with an inclusive call bundle (where a certain number of calls are included within the cost of the line rental or user license) any usage limitations imposed by Wavenet's relevant Supplier after the date the inclusive call bundle is agreed will be passed onto the Customer and the inclusive call bundle will be adjusted accordingly. Should any usage limit be exceeded, Wavenet may charge the Customer its standard pence

per minute charge for all calls which exceed the limit

2.4. **Termination of Hosted Telephony Services**

2.4.1. If the Customer cancels an ordered Service or any part of it, notwithstanding that such order has only been provisionally accepted by Wavenet, the Customer shall reimburse Wavenet for any costs incurred in preparing to deliver the Service in addition to the standard cancellation charge, as may be applicable at the time. Wavenet will take all reasonable steps to mitigate any such costs but in the case of the Customer cancelling an installation service then the Early Termination Charge may also include the cost of lost revenue incurred whilst Wavenet or Wavenet's Third Party Contractors re-allocate staff who would have otherwise been engaged in the Customer's installation where Wavenet cannot re-allocate such staff at short notice, and this does not constitute a penalty. If the Customer has had a site survey the Customer shall pay the full site survey charges. If the Service include any excess construction charges such charges will be payable in full by the Customer on cancellation of an ordered Service. If Wavenet has provided the Customer with any Equipment the Customer shall return such Equipment to Wavenet immediately in full working order at the Customer's cost and risk in accordance with clause 18.5.3 of the MSA

2.4.2. Where the Customer is required to pay an Early Termination Charge pursuant to the MSA, the Customer shall pay to Wavenet to the Early Termination Charge which shall be calculated as follows:

2.4.2.1. in respect of line rental, the Minimum Monthly Line Rental and Monthly License User Fees per month for the period from termination to the end of the Initial Term or Renewal Period (as appropriate); and

2.4.2.2. in respect of call and other non-periodic charges, the Minimum Monthly Call Charges per month for the period from such termination to the end of the Initial Term or Renewal Period

2.4.3. Wavenet also reserves the right to charge a fee of £15.00 per number to cover administration and porting costs

2.5. **Charges for Hosted Telephony Services**

2.5.1. Charges for the Hosted Telephony Services shall, subject to the remainder of this clause 2.5 and the MSA, be as set out in the Order and shall be payable by the Customer in accordance with this clause 2.5 and the terms of the MSA

2.5.2. Charges for site surveys and Charges for installation services shall be invoiced to the Customer in advance of the Start Date and any Charges relating to Minimum Monthly Line Rental, Monthly License User Fee, Call Charges or other usage Charges, if applicable, shall be invoiced to the Customer monthly in arrears

SERVICE SPECIFIC CONDITIONS FOR UNIFIED COMMUNICATIONS & VOICE

- 2.5.3. Unless otherwise agreed by Wavenet in writing, any discount specified in the Order shall only apply during the Initial Term and shall not apply for any subsequent Renewal Period
- 2.5.4. Wavenet may from time to time vary Charges for any call destinations or Services not stated on the Order without notice and otherwise by giving the Customer notice
- 2.5.5. Where the Customer takes any bundled service the Customer agrees to pay for all chargeable items which are excluded from or exceed the allowance of the bundle
- 2.5.6. Except as stated otherwise in the Order, for the purpose of calculating Call Charges all call durations will be rounded up to the next whole minute
- 2.5.7. All Charges due to Wavenet for traffic routed via any IP address to be used with the Hosted Telephony Service shall be paid in full by the Customer by the due date notwithstanding that such charges may have arisen from unauthorised, fraudulent or illegal use (except for fraud on the part of Wavenet or its employees acting in the course of their employment) and whether or not they derive from installation and access arrangements which have been authorised by Wavenet
- 2.5.8. Wavenet reserves the right to charge the Customer for the costs of any remediation work required, together with the cost of any equipment used by Wavenet, to rectify a fault which is not a fault with the Hosted Telephony Service and/or where the fault is not caused by Wavenet, its Third-Party Contractor or Supplier

2.6. **Security Services for Hosted Telephony**

- 2.6.1. The Customer acknowledges that:
 - 2.6.1.1. Security Services only relate to the relevant systems and configuration on the date that the tests were performed and that, due to the constantly changing nature of information technology security risks, Wavenet cannot guarantee that the Security Services will identify all risks and/or threats to the Customer's systems; and
 - 2.6.1.2. in the course of providing the Security Services it may be necessary to demonstrate vulnerabilities by providing examples of material that has been observed on the relevant systems, some of which may be obscene, discriminatory or otherwise offensive or illegal. Wavenet shall have no liability in relation to any such material and the Customer must provide notice to Wavenet prior to Wavenet commencing the Security Services if the Customer does not wish to be provided with such material

- 3.1.1. In addition to the Customer's obligations pursuant to the Order, these Service Specific Conditions for Unified Communications & Voice and the terms of the MSA, the Customer agrees that during the Initial Term and any Renewal Period, the Customer will use the Outbound Service exclusively for the routing of all outbound telephony calls whether these be routed over PSTN, ISDN, SIP or utilising a new technology

- 3.1.2. The provisions of clause 3.1.1 shall not apply where Wavenet is unable to commence the provision of the Outbound Services due to any delay or failure in the transfer to Wavenet of any telephone number, provided that such delay or failure is not caused in whole or part by the Customer or any of its personnel

- 3.2. The Customer shall not allow any of member of its staff who is not an End User and/or any other unauthorised third party to access or use the Equipment and/or the Outbound Services and the Customer shall ensure that it shall not and that none of its staff or any third party (including any incoming third party supplier) shall add to, modify and/or interfere with such Equipment and/or Outbound Services. The Customer shall indemnify Wavenet for any and all losses incurred as a result of any such unauthorised access, including the cost of any remediation work required to be undertaken to restore the Services in accordance with clause 3.4.4 **Line Rental for Outbound Services**

- 3.2.1. The Customer agrees to the Previous Service Provider disclosing to Wavenet any information relating to the transfer or removal of equipment and/or services that relate to any line in respect of which Wavenet is to provide the Outbound Services prior to or during the connection or transfer to Wavenet

- 3.2.2. The Customer agrees to Wavenet charging the Customer a fee, as specified in the Order, for any relevant services and/or equipment transferred to Wavenet from the Previous Service Provider

- 3.2.3. The Customer shall ensure that the telephone numbers specified in the Order may be transferred to Wavenet from the Previous Service Provider and authorises their transfer to Wavenet. If Wavenet is unable to provide all or any part of the Outbound Services as a result of the Customer's failure to terminate its contract with the Previous Service Provider then, without prejudice to Wavenet's other rights and remedies, the Customer shall repay to Wavenet immediately on demand any volume-based discount, subsidy and/or other benefit given to the Customer up to that date, in which case the Charges shall be adjusted accordingly on notice to the Customer

3.3. **Indirect Access for Outbound Services**

- 3.3.1. The Customer shall permit Wavenet and its personnel access to the Customer Premises to program routing (as specified in the Order) in the Customer's telephone system to allow access to the Carrier's network

3. OUTBOUND SERVICES

3.1. **Use of the Outbound Services**

SERVICE SPECIFIC CONDITIONS FOR UNIFIED COMMUNICATIONS & VOICE

3.3.2. The Customer shall be responsible for ensuring that the Customer Equipment (including any maintenance of the same) is not negatively affected in any way as a result of requesting and/or receiving the Outbound Services

3.3.3. If the Customer supplies Wavenet with incorrect information that results in the rejection of the Customer's order for the Outbound Services (in whole or in part) by the Carrier, then the Customer shall reimburse to Wavenet any rejection charges imposed on Wavenet by the Carrier (not to exceed five pounds sterling (£5.00) per telephone number) or such other limit as Wavenet reasonably specifies from time to time

will be liable for any Call Charges, Minimum Monthly Line Rental and other Charges incurred in the event of the Customer's continued use of the Services after the date of termination

3.4. **Charges for Outbound Services**

3.4.1. Line rental for the Outbound Services shall be invoiced to the Customer one (1) month in advance, all other charges relating to the Outbound Services shall be invoiced one (1) month in arrears. Such invoices shall be payable by the Customer in accordance with the MSA

3.4.2. Where the Customer takes any bundled service, the Customer agrees to pay for all chargeable items which are excluded from or exceed the allowance of the bundle

3.4.3. Except as stated otherwise in the Order, for the purpose of calculating Call Charges all call durations will be rounded up to the next whole minute

3.4.4. Wavenet reserves the right to charge the Customer for any costs incurred, and for any necessary equipment used by Wavenet, to rectify a fault which is not a fault with the Outbound Services and/or where the fault is not caused by Wavenet, its Third-Party Contractor or Supplier

3.4.5. Wavenet may from time to time vary Charges for any call destinations or Services not stated on the Order without notice and otherwise by giving the Customer notice

3.4.6. The Customer acknowledges and agrees that it must comply with any limits or allowances specified by Wavenet's Supplier in connection with the Customer's use of the Outbound Services. Should any limit be exceeded by the Customer, Wavenet shall charge the Customer for any usage of the Outbound Services which exceeds such limits or allowances

3.4.7. Wavenet shall have no liability to the Customer for any charges incurred by the Customer for the use of other services (whether provided by Wavenet or any other supplier), and the Customer shall remain liable for any applicable line rental charges, during any period of suspension of the Services under this Agreement

3.4.8. Notwithstanding termination of the Agreement, the Customer

3.5. **Limitation of the Outbound Services**

3.5.1. Due to the nature of the Outbound Services Wavenet cannot guarantee that the Customer's outbound call traffic will always be conveyed via the Carrier, nor that the Customer will not be charged by another carrier for the conveyance of any outbound call. The Customer acknowledges and agrees that it will be responsible for all charges levied by the Carrier and/or any other carrier in relation to the Customer's use of the Outbound Services

3.5.2. The Customer acknowledges that, subject to clause 3.5.1, the Outbound Services are made available via the Carrier. The Customer acknowledges and agrees that it will be responsible for all Charges and costs levied by the Carrier and/or any other carrier in relation to the use of the Outbound Services by the Customer, anyone acting on its behalf and/or any third party

3.6. **Suspension of Outbound Services**

3.6.1. If BT (where relevant) or the Carrier suspends or terminates Carrier pre-selection for the Outbound Services, Wavenet shall notify the Customer as soon as is reasonably possible after becoming aware of such suspension and shall use reasonable endeavours to reinstate the Carrier pre-selection for the Outbound Services but where reinstatement is not possible Wavenet shall have no liability in respect of such suspension or termination

3.7. **Termination of Outbound Services**

3.7.1. If the parties agree to exclude a telephone number from the Outbound Services prior to connection to the Carrier's network, the Customer shall reimburse to Wavenet any circuit cancellation charges levied on Wavenet by the Carrier for that telephone number and the Customer shall pay to Wavenet an administration fee of £50 per telephone number (or such other amount as Wavenet reasonably specifies from time to time) within fourteen (14) days of such cancellation

3.7.2. Either party may terminate the Agreement in relation to the Outbound Voice Services in accordance with these Service Specific Conditions for Unified Communications & Voice and the terms of the MSA

SERVICE SPECIFIC CONDITIONS FOR UNIFIED COMMUNICATIONS & VOICE

3.7.3. Wavenet may terminate the Agreement in relation to the Outbound Services where BT or the Carrier rejects an order to provide such Outbound Services to the Customer after the survey of the Customer Premises has been completed, and to invoice the Customer for all costs levied on Wavenet by the Carrier which relate to that order

3.7.4. Without prejudice to any of Wavenet's rights and remedies, if the Customer ceases to use the Carrier for the Outbound Services at any time during the Initial Term or any subsequent Renewal Period, the Customer shall remain liable for the cost of any calls made via its Equipment or Customer Premises (including any such calls made fraudulently by third parties)

3.7.5. Wavenet may suspend or withdraw the SIP "Presentation CLI" Service with immediate effect without liability to the Customer where:

3.7.5.1. following the configuration change relating to the IP "Presentation CLI" Service, the Customer fails to make at least one test call using the SIP "Presentation CLI" Service within twenty (20) working days of the date of such change;

3.7.5.2. the Customer reverses the configuration change;

3.7.5.3. the presentation number related to the Outbound Services is being misused in any way; and/or

3.7.5.4. the presentation number is connected to a revenue sharing number that generates excessive or unexpected call charges

3.8. **Consequences of Termination and Minimum Spend for Outbound Services**

3.8.1. If the Outbound Service is disconnected, or the Agreement is terminated, prior to expiry of the Initial Term or any subsequent Renewal Period, the Customer shall pay to Wavenet an Early Termination Charge in accordance with the MSA which shall be calculated as follows:

3.8.1.1. in respect of line rental, the Minimum Monthly Line Rental from termination to the end of the Initial Term or Renewal Period (as appropriate); and

3.8.1.2. in respect of call and other non-periodic charges, the Minimum Monthly Call Charges per month for the period from such termination to the end of the Initial Term or subsequent Renewal Period; and

3.8.1.3. any charge imposed on Wavenet by the Carrier

3.8.2. Wavenet also reserves the right to charge to the Customer a fee of £15.00 per number or £15.00 per channel for ISDN services to cover administration and porting costs.

4. **INBOUND VOICE SERVICES**

4.1. **Transfer of NGNs for Inbound Voice Services**

4.1.1. The Customer authorises Wavenet to procure the transfer to Wavenet of any NGN and related services to form part of the Inbound

Voice Services, from any Previous Service Provider

4.2. **Use of the Inbound Voice Services**

4.2.1. In addition to the Customer's obligations pursuant to this Agreement, including these Unified Comms & Voice Service Specific Conditions and the terms of the MSA, the Customer agrees that during the Initial Term and any subsequent Renewal Term, the Customer will use the Inbound Voice Services for the routing of all inbound telephony calls to NGN's that are specified in the Order

4.2.2. The Customer shall not route calls to a mobile or international (except international outbound) telephone number, to an NGN that is not specified in the Order, to any telephone exchange line that is not on the fixed public switched telephone network or to a premium rate service, other than as specified in the Order. If the Customer breaches this clause 4.2.2 then, without prejudice to any other rights and remedies that Wavenet may have, Wavenet shall be entitled to charge the Customer £7.50 per minute for each call in respect of which the Customer is in breach

4.2.3. The Customer acknowledges that an NGN supplied by Wavenet or its Supplier does not belong to, and shall not become the property of, the Customer and shall remain the property of Wavenet or its Supplier

4.2.4. The Customer shall not register or apply for registration of an NGN supplied by Wavenet or its Supplier as a trade or service mark or similar, whether on its own or in conjunction with any other word, number, or trading style

4.2.5. As the Supplier is entitled at its sole discretion at any time to withdraw or change any NGN supplied by it, Wavenet shall be entitled at any time to withdraw or change any such NGN supplied by the Supplier to the Customer upon giving the Customer reasonable prior notice

4.2.6. Wavenet reserves the right to withdraw, or make additional rental charges to the Customer for, any NGN supplied pursuant to the Agreement on thirty (30) days' notice if that NGN is not used within two (2) months from Connection

4.2.7. The Customer is responsible for ensuring that all NGNs listed in the Order are correct and are required by the Customer

4.2.8. The Customer shall not allow any of member of its staff who is not an End User and/or any other unauthorised third party to access or use the Equipment and/or the Inbound Services and the Customer shall ensure that it shall not and that none of its staff or any third party (including any incoming third party supplier) shall add to, modify and/or interfere with such Equipment and/or Inbound Services. The Customer shall indemnify Wavenet for any and all losses incurred as a result of any such unauthorised access, including the cost of any remediation work required to be undertaken

SERVICE SPECIFIC CONDITIONS FOR UNIFIED COMMUNICATIONS & VOICE

to restore the Services in accordance with clause 4.5.6

4.3 **Revenue Share for Inbound Voice Services**

- 4.3.1 If the parties agree a Revenue Share Agreement, subject to the remainder of this clause 4.3, Wavenet shall make revenue share payments due to the Customer pursuant to the Revenue Share Agreement by BACS transfer within sixty (60) business days of the end of the calendar month in respect of which the revenue share payment is due
- 4.3.2 Subject to the remainder of this clause 4.3.2, commencing on the beginning of the first whole calendar month following agreement of the Revenue Share Agreement until the last whole calendar month during the term of the Revenue Share Agreement, if the Revenue Share Threshold in one month is achieved or exceeded by the NGNs supplied by or on behalf of Wavenet, then Wavenet will calculate the revenue share payment by multiplying the Total Minutes for that calendar month by the relevant pence-per-minute revenue share payment as set out in the Revenue Share Agreement. Following calculation of the revenue share payment due to the Customer (if any) in accordance with the Revenue Share Agreement and this clause 4.3.2, Wavenet shall provide a summary of such calculation to the Customer
- 4.3.3 If any Supplier fails to pay Wavenet the sums due to it in relation to call minutes that are routed over the Supplier's network then such call minutes shall be excluded from the calculation of the revenue share payment until such time as Wavenet receives payment from the Supplier for such minutes, in which Wavenet shall pay the Customer the sums due in relation to those minutes with the next revenue share payment due to the Customer
- 4.3.4 Wavenet reserves the right to:
 - 4.3.4.1 reduce the pence-per-minute revenue share rate and/or terminate the Revenue Share Agreement if any Supplier reduces the amount it pays Wavenet for call minutes that are routed over that Supplier's network
 - 4.3.4.2 reduce the pence-per-minute revenue share rate, and/or terminate the Revenue Share Agreement if required or advised to do so as a result of a change of regulatory (including Ofcom) and for this to be backdated to the date the change takes effect. If the backdating means that Wavenet has overpaid the Customer any revenue share payment, then Wavenet may either set off the overpayment against its next revenue share payment (if

any) or invoice the Customer for the overpayment

- 4.3.4.3 cease payment to the Customer under a Revenue Share Agreement upon thirty (30) days' notice, or immediately upon notice if there is a material deterioration in Wavenet's reasonable opinion in the Customer's financial standing
- 4.3.5 Payments by Wavenet under a Revenue Share Agreement are subject to the Customer complying with Wavenet's self-billing procedure from time to time
- 4.3.6 If the Customer disputes Wavenet's calculation of the revenue share payment due to it in respect of any calendar month, Customer must notify Wavenet of the same within thirty (30) days of the date Wavenet pays the Customer the disputed amount. If the Customer fails to notify Wavenet of any disputed revenue share payment within this 30 day notice period, then the customer shall waive all rights to dispute the disputed amount and file any claim

4.4 **Anticipated Monthly Forecast and Anticipated Monthly Spend for Inbound Voice Services**

- 4.4.1 If requested, the Customer must promptly provide Wavenet with an accurate forecast of the Customer's Monthly Minutes (including number of calls), including a daily profile for any specified period of the Agreement. The Anticipated Monthly Minutes and Anticipated Monthly Spend for the period covered by the forecast shall be updated accordingly
- 4.4.2 The Customer must give Wavenet seven (7) days' prior notice of any proposed campaign which is expected in "Busy-Hour" (as defined below) to generate inbound calls using the Inbound Voice Services which is seventy-five per cent (75%) or more, higher than the Anticipated Monthly Forecast. For the purposes of this clause, "Busy-Hour" means the hour of the day in which the highest number of telephone calls is received by the Customer using the Inbound Voice Services
- 4.4.3 The Customer must notify Wavenet if at any time the Customer expects that it will receive more than five hundred (500) call attempts in any fifteen (15) minute period via the Inbound Voice Services
- 4.4.4 Subject to the provisions of the MSA Terms, Wavenet shall have no liability to the Customer in respect of any breach of the Agreement which is caused in whole or part by the Customer's failure to comply with this clause 4.4

4.5 **Charges for Inbound Voice Services**

- 4.5.1 Charges for the Inbound Voice Services shall, at the Start Date, be as set out in the Order and payable in accordance with the MSA Terms
- 4.5.2 Charges relating to the provision of the Connection shall be invoiced in advance on the Start Date and shall not be refundable to the Customer if the Agreement is terminated or varied for any reason

SERVICE SPECIFIC CONDITIONS FOR UNIFIED COMMUNICATIONS & VOICE

- 4.5.3 Charges comprising Minimum Monthly Line Rental relating to the Inbound Voice Services shall be invoiced monthly in advance. The first monthly charge shall be invoiced pro-rata for the period commencing on the Start Date and ending on the last day of that calendar month
- 4.5.4 Call Charges, and any other charges due in relation to the Inbound Voice Services which are not specified in this clause 4.5, shall be invoiced to the Customer one (1) month in arrears
- 4.5.5 Where the Customer takes any bundled service the Customer agrees to pay for all chargeable items which are excluded from or exceed the allowance of the bundle
- 4.5.6 Wavenet reserves the right to charge the Customer for any costs incurred, and for any necessary equipment used by Wavenet, to rectify a fault which is not a fault with the Inbound Voice Services and/or where the fault is not caused by Wavenet, its Third-Party Contractor or Supplier

4.6 Varying NGNs for Inbound Voice Services

- 4.6.1 If the parties agree to exclude an NGN which was to be supplied by or on behalf of Wavenet from the Inbound Voice Services prior to Connection, the Customer shall reimburse Wavenet in full and on demand for any circuit cancellation charges levied on Wavenet by a Supplier in respect of that NGN and the Customer shall pay to Wavenet an administration fee of £50.00 per NGN excluded from the Inbound Voice Services, which shall be payable within fourteen (14) days of such cancellation

4.7 Termination and Consequences of Early Termination of Inbound Voice Services

- 4.7.1 Either party may terminate the Agreement in respect of the Inbound Voice Services in accordance with the terms of the MSA and/or these Unified Comms & Voice Service Specific Conditions
- 4.7.2 If the Customer is required to pay an Early Termination Charge pursuant to the terms of the MSA, the Early Termination Fee in respect of the Call Charges due for the remainder of the Initial Term or subsequent Renewal Period in respect of those Charges comprising:
 - 4.7.2.1 The Customer shall pay Wavenet the greater of (i) 3 pence per minute for the average number of minutes used per month multiplied by the number of months remaining in the Initial Term or subsequent Renewal Period; or (ii) Minimum Monthly Call Charges
 - 4.7.2.2 The average number of minutes used shall be calculated using either (i) the 6 highest months of use; or (ii) if the Customer has billed less than 6 months, the highest single billed month shall be deemed to be

the average; or (iii) if the Customer has a Revenue Share Agreement but has not received any revenue share then the average number of minutes shall be the Anticipated Monthly Minutes

- 4.7.3 The Customer shall reimburse Wavenet in full and on demand for any termination charge imposed on Wavenet by the Carrier **4.8 Premium Rate Regulator for Inbound Voice Services**

- 4.8.1 The Customer shall comply with all applicable rules, regulations, codes of practice and/or directions issued by the Premium Rate Regulator and shall promptly provide to Wavenet any information or documentation required to allow Wavenet to comply with the same
- 4.8.2 Wavenet may without liability or obligation to the Customer and with or without notice:
 - 4.8.2.1 suspend or terminate the Customer's access to the Inbound Voice Services or any part of them
 - 4.8.2.2 withhold and/or pay over to the Premium Rate Regulator any payment due to the Customer under any Revenue Share Agreement
 - 4.8.2.3 pass to the Premium Rate Regulator any information related to the Customer or its use of the Inbound Voice Services irrespective of any duty of confidentiality to the Customer
 - 4.8.2.4 take any other action in each case if requested to do so by the Premium Rate Regulator

5. GENERAL

- 5.1 Where the Customer is a Domestic or Small Business Customer within the definition of the Ofcom Regulations (being a Customer that employs ten employees or less) upon the expiry of the Initial Term, unless the Customer provides written notice to terminate the Agreement in accordance with clauses 3.2 and 18.3 of the MSA, this agreement will auto renew for successive 90 day periods, until terminated in accordance with clauses 3.2 and 18.3
- 5.2 The Customer shall be solely responsible for preventing unauthorised use of the Services and for all costs or charges relating to the use of the Services (whether malicious, fraudulent or otherwise) by the Customer or a third party, whether from or within the Customer's organisation, via any internet protocol address used by the Customer or via external means
- 5.3 The Customer, in its use of the Services, shall not do anything, or cause anything to be done that could cause Wavenet to lose or breach its Authorisation

6. INBOUND MINUTES PACKAGES

- 6.1. The Customer acknowledges and agrees that once the Inbound Mins Package has been exceeded, calls will be charged in accordance with the standard rate card.

SERVICE SPECIFIC CONDITIONS FOR UNIFIED COMMUNICATIONS & VOICE

- 6.2. Wavenet will provide the Inbound Mins Package exclusively for UK local/national termination, delivery to any other destination will be classed as out of package and will be charged in accordance with the standard rate card.
- 6.3. Fair usage applies to the 0800 Inbound Mins Package, where the total of mobile originating minutes does not exceed more than 70% of the total minutes. Wavenet reserves the right to withdraw the Inbound Mins Package if the Customer exceeds such fair usage policy.
- 6.4. The minutes available on an Inbound Mins Package will only be available per calendar month and any unused minutes cannot be rolled over to a subsequent month and will be forfeited.

6.5. **SCHEDULE 1 -RINGCENTRAL SERVICES** This schedule 1 governs the RingCentral Services that may be provided by Wavenet under an Order, together with any other document or terms and conditions referred to in the Order including but not limited to the MSA and Service Specific Condition for Supporting Services, which shall be deemed to be incorporated into the Agreement for the performance of any RingCentral Services provided under this clause.

In the event of any conflict between this schedule 1, the MSA, or Service Specific Condition for Supporting Services, this schedule 1 shall take precedence for the purposes of the RingCentral Services only.

1 DEFINITIONS

1.1 Capitalised terms used in this schedule 1 shall have the following meanings for the purposes of this schedule 1 only:

- "Additional Calling Credits" means minutes for RingEX Services that can be purchased in addition to any Inclusive Minutes which are included in the relevant RingEX Tier purchased;
- "Additional Charges" means any charges which the Customer may incur as a result of: (i) the activation of additional features; (ii) exceeding the agreed usage or storage thresholds; and/or (iii) any other usage;
- "Additional Services" means any RingCentral Services which are added to an existing Customer Account;
- "Administrative Portal" means the online administrative portal through which administrators can control settings and manage their accounts;
- "Auto-Purchase" means the automatic addition of Calling Credits to the Customer Account when the combined usage of all End Users exceeds the total Inclusive Minutes associated with the relevant RingEX Tier (together with any pre-purchased Additional Calling Credits) or when an End User makes calls which attract Additional Charges. The value by which such Calling Credits will be added to the Customer Account is as specified in the Order, or if no amount is specified, then in increments of £20;
- "Calling Credits" means any minutes available for use on a Customer Account, whether Inclusive Minutes, Additional Calling Credits or credits added using the Auto-Purchase feature;

"Contact Centre Services" means either RingCentral Contact Centre Services or RingCX Services as identified in the Order;

"Contact Centre Services Fee" means the fee payable in respect of the Contact Centre Services, including: (i) the licence fee per Seat; (ii) Usage, including any overage; and (iii) any other charges and fees as set out in the Order;

"Agreement Seats" means any Seats which are added for the duration, or remaining duration, of the Term other than On-Demand Seats;

"Current Term" means the Initial Term, or where the Initial Term has ended, the current Renewal Term;

"Customer Account" means the numbered account established by the Vendor and associated with the Customer and the RingCentral Services;

"End Points" means an application or device through which any End User might access and/or use any of the RingCentral Services, including Internet Protocol ("IP") desk phones, desktop clients, web clients, mobile applications, and/or software integrations;

"EULA" means the RingCentral Terms of Service which can be found at:
<https://www.ringcentral.com/gb/en/legal.html>;

"Extension-to-Extension Calls" means calls made and received between End Points on the Customer Account with the Vendor, regardless of whether the calls are domestic or international;

"External Calls" means calls made to or received from external numbers on the PSTN that are not on the Customer Account with the Vendor;

"Inclusive Minutes" means the number of minutes included as standard with the relevant RingEX Tier specified in the Order. Domestic minutes are apportioned on a per End User basis and are pooled at an account level and free-phone minutes are apportioned per account;

"International Minutes" means RingEX Calling Credits specifically designated for international calls;

"Minimum Seats" means the number of Agreement Seats as identified in the Order and for which the Customer will be invoiced regardless of the use thereof;

"On-Demand Rate" means the charges payable in respect of On-Demand Seats which are invoiced at a per Seat premium in addition to the Agreement Centre Services Fee;

"On Demand Seats" means Seats which can be added on an ad-hoc basis for as long as required and which may be removed during the Current Term;

"Online UC RingCentral Contact Centre Rate Card" means the rate card applicable to RingCentral Contact Centre Services which is available on request;

"Online UC RingCentral RingCX Rate Card" means the rate card applicable to RingCentral RingCX Services which is available on request;

"PSTN" means a public switched telephone network;

"Renewal Term" means twelve months;

"Restricted Person" means any person listed on or covered by any applicable list of sanctioned parties for export, import or financial transactions which is administered by the United States, United Nations, United Kingdom or European Union or other applicable foreign country;

SERVICE SPECIFIC CONDITIONS FOR UNIFIED COMMUNICATIONS & VOICE

"RingCentral Contact Centre Services" means a contact centre solution consisting of inbound and outbound media routing, queuing, and distribution, and related services, applications, and features;

"RingCX Analytics" means an analytics and business intelligence solution that uses a logical data model with enhanced metrics and attributes to offer accurate and detailed insights for improved contact centre performance and data-driven decision-making;

"RingCX Services" means a cloud-based, contact centre and omnichannel communications solution consisting of inbound and outbound voice media routing, queuing, and distribution as well as digital channel management, and related services, applications, and features;

"RingEX Services" means message video phone services;

"RingEX Tier" means the tier of service purchased from the available options as specified in an Order;

"Sanctions and Export Laws" means any law, regulation, statute, prohibition or wider measure relating to the adoption, application, implementation and enforcement of economic sanctions, export controls, trade embargoes or any other restrictive measures;

"Seat" means a licence for a single named person or concurrent users that use the Contact Centre Services;

"RingCentral Services" means the Services to be provided by Wavenet to the Customer in accordance with this schedule 1, as specified in an Order;

"UC Platform" means the unified communications platform that is used to host the RingCentral Services;

"Usage" means the charges in respect of: (i) data storage; (ii) ports; and/or (iii) calls, including local, long-distance (UK national), international and toll-free or free phone calls as specified in the Administrative Portal and as updated from time to time and which form part of the Contact Centre Services Fee; and

"VoIP" means voice over internet protocol, which is the set of rules that makes it possible to use the internet for telephone and/or videophone communication.

All other capitalised terms that are not defined in paragraph 1.1 shall have the meanings stated in the MSA, or Service Specific Conditions for Supporting Services.

2. COMMENCEMENT DATE AND INITIAL TERM

2.1 The Start Date of the RingCentral Services shall be the date specified as such in the Order or, if no date is specified by Wavenet.

2.2 The Start Term for the RingCentral Services shall be as set out in the Order, or if no Initial Term is specified, 36 (thirty six) calendar months from and including the Start Date.

3. RENEWAL

3.1 Notwithstanding any provisions to the contrary set out in this Agreement, upon expiry of the Initial Term, the RingCentral Services shall automatically renew for the Renewal Term, and subsequent Renewal Terms thereafter, unless and until terminated by the Customer giving not less than 6 (six) months' prior written notice to Wavenet to terminate, such termination to be effective from the end of the Current Term.

4. LICENCE

4.1 The Customer shall and shall procure that all End Users comply at all times with the terms of the EULA.

4.2 The following provisions in the EULA shall be disregarded:

4.2.1 section 3 (Invoicing and Payment);

4.2.2 section 2.A. (Ordering);

4.2.3 section 2.E. (Service Duration);

4.2.4 section 4.B. (Customer Care);

4.2.5 section 6 (Termination);

4.2.6 section 14.B. (Assignment); and

4.2.7 section 14.P. (Publicity).

5. CHARGES

5.1 The Customer shall pay the Additional Charges as specified in the Administrative Portal, the Online UC RingCentral Contact Centre Rate Card, the OnlineUC RingCentral RingCX Rate Card or if no Additional Charges are specified, the Customer shall be liable for Additional Charges at the same rate at which Wavenet is charged for them by the Vendor

5.2 The Additional Charges will be invoiced monthly in arrears.

6. SOFTWARE UPDATES

6.1 Wavenet and/or the Vendor may push software updates and patches directly to the Customer and/or End Users' device(s) from time to time and the Customer will ensure that they are not prevented from doing so.

6.2 The Customer shall and shall ensure that all End Users promptly implement all fixes, updates, upgrades and replacements of Vendor and/or third party software that may be made available by Wavenet and/or the Vendor.

6.3 Neither Wavenet nor the Vendor shall be liable for any inoperability of the RingCentral Services or for any other service failures and/or knock-on effects which arise as a result of the Customer and/or End Users' failure to implement the required changes as set out in paragraph 6.1 above, in a timely manner.

7. RINGEX SERVICES

7.1 The following provisions apply to Calling Credits for RingEX Services:

7.1.1 Inclusive Minutes will only be applied to domestic calls and to calls to certain countries within the EMEA region, as specified in the Administrative Portal;

7.1.2 Auto-Purchase will be used to automatically add additional credits to the Customer's Account when the designated threshold is reached;

7.1.3 Customers have the ability to pre-purchase Additional Calling Credits and International Minutes as bundles of 1 (one) minute increments; and

7.1.4 Inclusive Minutes and Additional Calling Credits reset monthly and cannot be rolled over to the following month, whereas credits purchased using the Auto-Purchase feature will remain valid for 12 (twelve) calendar months following the date of purchase.

SERVICE SPECIFIC CONDITIONS FOR UNIFIED COMMUNICATIONS & VOICE

7.2 International calls are charged according to the destination of the call. The applicable rates can be found in the Administrative Portal.

7.3 Extension-to-Extension Calls do not incur any usage charges unless and until they are forwarded to a number which results in them becoming External Calls.

7.4 Inbound free-phone calls are deducted from Inclusive Minutes, additional minute bundles or charged as overage at the rates currently in effect, as indicated in the Administrative Portal.

8. GENERAL

8.5 The Customer confirms that neither it nor any End User is a Restricted Person nor is the Customer owned or controlled by any person that is a national, citizen or otherwise resident in any country that is the subject of export controls and/or economic sanctions.

8.6 The Customer shall immediately notify Wavenet if it or any End User becomes a Restricted Person or comes to be owned or controlled by any person that is a national, citizen or otherwise resident in any country that is the subject of export controls and/or economic sanctions.

8.7 If the Customer has any reason to believe that it or any End User may have taken action that would be in violation of any Sanctions or Export Laws then it shall immediately upon first becoming aware, and in any event, within 2 (two) Business Days, notify Wavenet of the potential violation.

8.8 Wavenet and/or the Vendor may terminate, suspend or modify the affected RingCentral Services in the event that any changes to Relevant Laws prohibit or otherwise materially interfere with their ability to provide the RingCentral Services in accordance with the Agreement. Where reasonably practicable Wavenet and/or the Vendor shall provide written notice to the Customer prior to any such termination, suspension, or modification.

9 MAINTENANCE OF THE ONLINE UC RINGCENTRAL SERVICES

9.4 Wavenet reserves the right to take down applicable servers and infrastructure related to the UC Platform to conduct routine maintenance checks ("Scheduled Maintenance") or in the event of any emergency.

9.5 Wavenet will use reasonable endeavours while performing Scheduled Maintenance to minimise Customer disruption.

9.6 Wavenet will have no liability to the Customer resulting directly or indirectly from downtime or unavailability of the UC Platform or any part of it due to Scheduled Maintenance or emergency maintenance.

10 VOICE OVER INTERNET PROTOCOL

10.4 The Customer acknowledges and agrees that the UC Services are VoIP services. Wavenet draws the following features of VoIP services to the Customer's attention:

10.4.1 VoIP service may not offer a like for like comparison to features the Customer may expect from a PSTN based phone line;

10.4.2 a VoIP service may be unavailable or disrupted due to events beyond Wavenet's

control e.g. power disruptions, connection failures or degradation to the quality of any data connection;

10.4.3 if the Customer uses the VoIP service to make emergency calls, the location information received by the emergency services will be limited to the installation address of the Site, which may not be the location from which the call originated, and as such the Customer may be required to provide information about the Customer's location to the emergency services to allow them to respond;

10.4.4 emergency calls made using a VoIP service may fail if there is a power failure or connection failure;

10.4.5 the ability for the Customer to make emergency calls cannot be guaranteed;

10.4.6 a VoIP originated emergency call will not receive the same network priority at all points on the network as that which an emergency call made on a mobile network or on a PSTN (public switched telephone network) line will receive; and

10.4.7 the Customer's equipment used to access a VoIP service requires mains power to make emergency calls.

SERVICE SPECIFIC CONDITIONS FOR UNIFIED COMMUNICATIONS & VOICE

SCHEDULE 2 - GAMMA HORIZON SERVICES

This schedule 2 governs the Gamma Horizon Services that may be provided by Wavenet under an Order, together with any other document or terms and conditions referred to in the Order including but not limited to the MSA, and Service Specific Conditions for Supporting Services, which shall be deemed to be incorporated into the Agreement for the performance of any Gamma Horizon Services provided under this schedule 2.

In the event of any conflict between this schedule 2, the MSA, or Service Specific Conditions for Supporting Services, this schedule shall take precedence for the purposes of the Gamma Horizon Services only.

1. DEFINITIONS

1.1 Capitalised terms used in this schedule 2 shall have the following meanings for the purposes of this schedule 2 only:

"Acceptable Use Policy/EULA" means as set out in Schedule 1 to this document;

"Service Literature" means the relevant service literature provided by Wavenet to the Customer relating to the Gamma Horizon Services, as updated from time to time;

"Subscription" means the relevant subscriptions for the Gamma Horizon Services, including the relevant UC Applications, which the Customer is subscribing to for the purposes of the Gamma Horizon Services as set out in the Order;

"UC Platform" means the unified communications platform that is used to host the Gamma Horizon Services; and

"VoIP" means voice over internet protocol, which is the set of rules that makes it possible to use the internet for telephone and/or videophone communication.

1.2 All capitalised terms in this schedule 2, which are not defined in paragraph 1.1, shall have the meanings stated in the MSA, or Service Specific Conditions for Supporting Services.

2 GENERAL

2.1 The Gamma Horizon Services support emergency call services (999/112) and such calls will be routed to the national emergency call handling agents. However, the Customer acknowledges that VoIP services do not operate in the same way as a traditional public switched telephone network (PSTN) fixed line. Public emergency call services and connection to such services (999/112) may not be possible in the event of a service outage caused by loss of the Customer's connectivity to the internet for whatever reason. In such circumstances the Customer should use its PSTN line to make the emergency call. Furthermore, it may on occasions not be possible for emergency services personnel to identify the Customer's location and telephone number so this information should be stated promptly and clearly by the Customer when making such a call.

2.2 The Customer acknowledges that the Gamma Horizon Services constitute and are sold as a private service for use for specific applications and

that, as regards public emergency call services, confer only limited service at agreed defined locations. It is not sold as a full public service.

2.3 The Customer will not be charged for calls to 01, 02 and 03 numbers made from the Gamma Horizon Services subject to the following conditions, applied against the Customer's account:

2.3.1 The total number of calls by the Customer per Subscription to 01/02/03 terminations and/or to UK mobiles in accordance with paragraph 2.4 shall not exceed 5,000 (five thousand) minutes per month. Where the Customer has exceeded that limit it will be subject to a price per minute for the total volume of calls according to the existing rate card currently associated with the Customer's account. In addition, calls to numbers beginning 03 shall not exceed 15% of the total calls made by the Customer.

2.3.2 Wavenet reserves the right to further vary pricing or terminate connectivity if Services are being used for arbitrage or artificial inflation of traffic.

2.4 The Customer will not be charged for calls made to UK mobiles made from the Gamma Horizon Services with the following FM codes, which may be updated from time to time by not less than 30 (thirty) days' notice to the Customer, subject to the conditions set out in paragraphs 2.3.1 and 2.3.2:

Description	CountryCode	CityCode
UK Mobile O2	UKN	FM1
UK Mobile Orange	UKN	FM4
UK Mobile Other	UKN	FM2
UK Mobile T Mobile	UKN	FM3
UK Mobile Vodafone	UKN	FM5
UK Mobile Virgin	UKN	FM3A
UK Mobile Hutchison 3G	UKN	FM6
UK Mobile BT Fusion	UKN	FM8
UK Mobile Opal	UKN	FM7
UK Mobile Voice and Data	UKN	FM10
UK Mobile Virtual 1	UKN	FM11
UK Mobile Virtual 2	UKN	FM12
UK Mobile Magrathea	UKN	FM9
UK Mobile Cable and Wireless	UKN	FM16

3 PLATFORM LICENCE

3.1 The Gamma Horizon Services remove the need for the Customer to have a PBX on-site. The Customer will access the Platform via a secure portal.

3.2 Wavenet, as authorised by the Vendor, grants to the Customer a non-exclusive licence to have access and to use the Platform in accordance with the Service Literature during the term.

3.3 The Customer understand and agrees that the licence granted under paragraph 3.2 is subject to the following limitations:

3.3.1 the Platform may only be used by authorised users of the Customer; and

SERVICE SPECIFIC CONDITIONS FOR UNIFIED COMMUNICATIONS & VOICE

- 3.3.2 the Customers complying at all times with the terms of the Acceptable Use Policy/EULA, and ensuring that all authorised users who use the Platform agree to and comply with the terms of the Acceptable Use Policy/EULA.
- 3.4 Except to the extent mandated by applicable law or expressly permitted in this Agreement, the Customer shall not, and shall ensure that its End Users shall not:
 - 3.4.1 sub-license its right to access and use the Platform save as expressly set out in this Agreement and without prejudice to paragraph 3.3, any permitted
 - 3.4.2 sub-licence must be on terms which are consistent with the provisions of this Agreement (in particular the obligations in this paragraph 3.4;
 - 3.4.3 allow any unauthorised person to access or use the Platform by means of a user account, the portal or otherwise;
 - 3.4.4 re-publish or re-distribute the Platform, or provide services to third parties using the Platform save as expressly set out in this Agreement; and
 - 3.4.5 alter or adapt or edit the Platform, save as expressly permitted by the Service Literature or this Agreement.
- 3.5 Save to the extent expressly provided otherwise in this Agreement, the Customer does not have any right to access the object code or source code of the Platform, either during or after the end of the Term.
- 3.6 All Intellectual Property Rights in the Platform shall be the exclusive property of the Vendor or its suppliers unless otherwise agreed between the parties in writing.

4 HARDWARE (HANDSETS)

- 4.1 The Gamma Horizon Services are only compatible with the list of approved hardware (handsets) supplied as part of the Services. All hardware is sold or provided with the Gamma Horizon settings pre-configured. Handsets supplied for use with these Gamma Horizon Services cannot be used with any other UC service and Wavenet is under no obligation to adapt any handset for general use at any time either before or after title passes to the Customer (where applicable). The Vendor does not offer a service to unlock the handset and remove these settings at the end of this Agreement.
- 4.2 The Gamma Horizon Services are not compatible with third party handsets and as such all handsets and replacement handsets will need to be purchased from Wavenet.
- 4.3 Unless otherwise agreed on the Order, title to any handsets supplied by Wavenet or the Vendor without separate charge as part of the Gamma Horizon Services shall remain with Wavenet (or its Vendors as applicable). Wavenet may at its entire

discretion transfer title to the Customer at any time by notice in writing.

- 4.4 In the event of loss or damage to a handset (excluding normal wear and tear) whilst title remains with Wavenet or its Vendors, Wavenet shall be entitled to invoice the Customer with the cost to Wavenet of a replacement handset and the Customer shall pay any such invoice according to its then current terms of payment with Wavenet.

5 CUSTOMER OBLIGATIONS

- 5.1 The Customer will use and access the Gamma Horizon Services in accordance with the Service Literature.
- 5.2 The Customer acknowledges that Gamma Horizon Services, like all IP offerings, needs to be delivered over a voice focused and managed network, ensuring that the required amount of bandwidth has been provided based on the number of consecutive calls and codec (G729, 711, 722) being used. Unless otherwise set out in the Order that Wavenet is responsible for providing or otherwise configuring the related connectivity services, the Customer is responsible for:
 - 5.2.1 ensuring that the required amount of bandwidth is been provided based on the number of consecutive calls and codec (G729, 711, 722) being used; and
 - 5.2.2 configuring the Customer's connectivity services, including applying the appropriate settings to the Customer's router to support the Gamma Horizon Services; in each case accordance with the Service Literature.
- 5.3 Unless otherwise expressly agreed to be provided by Wavenet in the Order, the Customer is responsible for ensuring that full CAT5/6 structured cabling is in place and of good quality with a suitable maintenance Agreement in order to operate.
- 5.4 Gamma recommends that all service user access stations are equipped with 2 separate cabling access points for voice and data usage.
- 5.5 The Customer will ensure that the Site has sufficient space to host the access router & any power over Ethernet equipment in their chosen location and sufficient power to this location.
- 5.6 The music on hold (user) feature allows users to enable or disable music on hold on a per call basis. Where the customer chooses to upload and use its own audio files other than the preloaded default audio files, then it is the Customer's responsibility to obtain the necessary licence rights for the use by the Customer of such files ("Customer Content"). Wavenet and the Vendor will have no responsibility for any infringement of any third party intellectual property or other rights as a result of the uploading or use of any Customer Content by the Customer. By using the upload facility for Customer Content the Customer agrees to indemnify Wavenet and the Vendor accordingly

SERVICE SPECIFIC CONDITIONS FOR UNIFIED COMMUNICATIONS & VOICE

against any third party claims for such infringement.

5.7 The Customer will, unless otherwise expressly agreed to be provided by Wavenet under this Agreement:

- 5.7.1 provide to Wavenet and the Vendor (or their subAgreementors):
 - a) all necessary co-operation in relation to the Gamma Horizon Services; and
 - b) all necessary access to such information as may be reasonably required by the Vendor, in order to be able to supply the Gamma Horizon Services;
- 5.7.2 ensure that it utilises a browser described in Schedule 2 below;
- 5.7.3 ensure that its systems are properly maintained, supported and updated;
- 5.7.4 ensure that all of its relevant third party suppliers co-operate with Wavenet and/or the Vendor (as applicable) in relation to the set-up and performance of the Gamma Horizon Services;
- 5.7.5 ensure that it has all rights necessary to allow the Vendor to interface with the Customer's systems as necessary for the performance of the Gamma Horizon Services;
- 5.7.6 provide such personnel assistance as may be reasonably requested by Wavenet from time to time in regards to the continued support and operation of the Gamma Horizon Services;
- 5.7.7 be responsible for procuring and maintaining all relevant network connections and telecommunications links from its systems to the Platform, and for all problems, conditions, delays, delivery failures and other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the Internet;
- 5.7.8 and carry out all other Customer responsibilities in a timely and efficient manner; and in the event of any delays caused by the Customer in the provision of such assistance as agreed by the parties, Wavenet may adjust any timetable or delivery schedule set out in this Agreement as reasonably necessary.

5.8 In the event that any of the provisions of paragraphs 3.3, 3.4 or 5.7 are breached by the Customer, the Customer shall have 24 (twenty four) days to remedy the breach. In the case the breach is not remedied in the 24 (twenty four) day period, the Vendor reserves the right to terminate the Gamma Horizon Services by a further 14 (fourteen) days' notice.

5.9 The Customer agrees to provide to Wavenet for each network termination point full details of the Customer's name and address (including post code), which Wavenet is authorised to provide to the Vendor to enable the Vendor to fulfil its obligations under Ofcom regulations to pass such details on to the relevant Carriers.

6 EXCLUSIONS

6.1 The Gamma Horizon Services does not at present support the following features or services:

- 6.1.1 analogue phones and devices, although a terminal adapter box can be used to connect these if required;
- 6.1.2 ISDN Data calls;
- 6.1.3 numbers not allocated to the Platform;
- 6.1.4 international number presentation (as the presentation of a UK CLI across International carriers cannot be guaranteed)
- 6.1.5 mobile numbers being added to the Gamma Horizon call routing purposes;
- 6.1.6 the use of Fax with an analogue adaptor on Horizon;

6.2 Training for the Customer and/or End User is not included in the Services, unless otherwise expressly agreed to be provided in the Order.

6.3 Wavenet does not issue any IP Address to be used with the Gamma Horizon Services. Access to and use of this address is controlled by the internet authorities and its use is subject to any rules which they may prescribe. Wavenet reserves the right to withdraw or change this address if for any reason the address ceases to be available.

6.4 Wavenet does not guarantee any aspect of setting up and conducting a VoIP call over any mobile network, whether using the Gamma Horizon mobile client or desktop client on a tethered laptop. Mobile networks provide no prioritisation of signalling and voice payload packets and some networks will either block or slow down VoIP packets.

7 Not used

8 CLI PRESENTATION

8.1 The Vendor cannot guarantee consistent presentation of intended CLIs for calls made to mobile or international carriers as successful presentation of the intended CLI is entirely dependent on the mobile or international carrier's use of these numbers and specific call flow.

8.2 Maintaining the correct site CLI and address details for all of the relevant Customer Premises and the Sites, is the Customer's responsibility.

8.3 Where a CLI number is being presented, the Customer must ensure that: the number is of a national significant format, is allocated to the Customer and that the Customer possesses all necessary permissions in respect of the lines in question; where the number is not allocated to the Customer, it has written consent from the allocated owner for its use as a presentation number and that such consent has not been withdrawn; and under the terms of the CLI code of practice the number must be a number that is

SERVICE SPECIFIC CONDITIONS FOR UNIFIED COMMUNICATIONS & VOICE

allocated to a customer, is in use, connected to a terminal and capable of receiving calls.

- 8.4 Where Wavenet has requested the Presentation CLI Service (the "Service"), which allows the Customer to authorise the Vendor to carry voice traffic with a Presentation Number different from its underlying CLI or endpoint(s) (as these terms are defined in NICC ND 1016 available at <http://www.niccstandards.org.uk/publications/public-net.cfm>), before the Service is made available, subject to this being technically practicable, the Customer must first ensure that the following statement is signed:

The statement is: I hereby confirm on behalf of [insert name of Customer] (the 'Applicant') to its telecommunications service provider, and I am duly authorised so to do, that: the number requested for use as a presentation number ('PN') is either allocated to the Applicant and the Applicant does not require the permission of anyone else in relation to that number or the requested PN is not allocated to the Applicant but consent from the allocated owner for its use as a PN has been obtained and has not been withdrawn;

- (i) the requested PN is in use;
- (ii) the Applicant shall immediately inform its telecommunications service provider if any of the information in this statement ceases to be correct;
- (iii) the telecommunications service provider may suspend and/or withdraw use of its Presentation CLI Service if it is subsequently found that the information in this statement was, or has become, inaccurate or if the PN is being misused in any way;
- (iv) the Applicant understands that the PN must not be a number that connects to a revenue sharing number that generates excessive or unexpected call charges in which case the telecommunications service provider may suspend and/or withdraw use of the Presentation CLI Service;
- (v) The Applicant acknowledges that its network service provider may withdraw the service without penalty in the event that a) having made the appropriate configuration change the Applicant fails to make at least one test call within twenty (20) working days and/or b) the Applicant reverses the configuration change.

The Applicant hereby indemnifies its telecommunications service provider and any underlying network service provider against any claims by any third party relating to use of the PNs.

The Applicant hereby acknowledges that the telecommunications service provider may withdraw this facility at any time for regulatory or legal reasons or if it

suspects its misuse or if its use is challenged by any third party.
..... dated
..... For and on behalf
of Applicant.

The Customer acknowledges that Wavenet has the right to suspend/withdraw use of the Gamma Horizon Services if it is subsequently found that it is breach of this paragraph 8.4 and hereby indemnifies Wavenet against any claims arising as a result of any such breach.

7 MAINTENANCE OF THE GAMMA HORIZON SERVICES

- 7 Wavenet reserves the right to take down applicable servers and infrastructure related to the UC Platform to conduct routine maintenance checks ("Scheduled Maintenance") or in the event of any emergency.
- 8 Wavenet will use reasonable endeavours while performing Scheduled Maintenance to minimise Customer disruption.
- 9 Wavenet will have no liability to the Customer resulting directly or indirectly from downtime or unavailability of the UC Platform or any part of it due to Scheduled Maintenance or emergency maintenance.

8 Schedule 2 Part 1: Acceptable Use Policy

This Acceptable Use Policy (the "Policy") governs the use of the Horizon Advanced Voice Services provided via Gamma, to Wavenet, who provide such services to the Customer and the End User under a written contract which it supplements, and Wavenet shall request the Customer to ensure that it and its End User agree to the terms of this Policy before using those services (the "Services").

1. The Customer and the End User must not:

(a) use the Services in any way that causes, or may cause:

- (i) damage to Gammas or any Gamma supplier or subcontractor's business, systems or services; or
- (ii) impairment of the availability or accessibility of Gammas or any Gamma subcontractor's systems or services;
- (b) use the Services in any way that is unlawful, illegal, fraudulent, misleading or harmful;
- (c) use the Services in connection with any unlawful, illegal, fraudulent, misleading or harmful purpose or activity;
- (d) use the Services in any way that could reasonably be anticipated to put Gamma in breach of a contractual or other legal obligation owed by Gamma to any Gamma supplier or subcontractor;
- (e) use the Services to gain unauthorised access to any computer, network or system;
- (f) use the Services for or in connection with any bullying or trolling;
- (g) use the Services in any way that may restrict or inhibit any other person's use of the Services;
- (h) forge header information, or email source addresses or other user information;

SERVICE SPECIFIC CONDITIONS FOR UNIFIED COMMUNICATIONS & VOICE

- (i) without Gammas prior consent, access, monitor or use any data, systems or networks, including another person's private information, without authority or attempt to probe, scan or test the vulnerability of any data, system or network;
- (j) compromise the security or integrity of any network or system including the Gamma network or that of its suppliers;
- (k) use another person's name, username or password or otherwise attempt to gain access to the account of any other customer; or
- (l) tamper with, hinder the operation of or make unauthorised modifications to any network or system.

2. The Customer and the End User must not use the Services to store, host, copy, process, distribute, display, publish, transmit or send works or materials that:

- (a) are illegal or unlawful;
- (b) will or may infringe any person's Intellectual Property Rights or other legal rights; or
- (c) could give rise to legal proceedings, whether against you, Gamma, a Gamma supplier or subcontractor or another third party, in each case in any jurisdiction and under any applicable law.

3. Without prejudice to the generality of Paragraph 2, the Customer and the End User must not use the Services to store, host, copy, process, distribute, display, publish, transmit or send works or materials that:

- (a) are defamatory, slanderous, libellous or maliciously false;
- (b) are obscene or indecent;
- (c) infringe any copyright, moral rights, database rights, patents, trade mark rights, design rights or rights in passing off;
- (d) infringe any rights of confidence, rights of privacy or rights under data protection legislation;
- (e) constitute negligent advice or contain any negligent statement;
- (f) constitute an incitement to commit a crime;
- (g) are in contempt of any court, or in breach of any court order;
- (h) are in breach of racial or religious hatred legislation or discrimination legislation;
- (i) are blasphemous; or
- (j) are in breach of official secrets legislation.

4. The Customer and the End User must not use the Services to store, host, copy, process, distribute, display, publish, transmit or send works or materials that:

- (a) are pornographic or sexually explicit;
- (b) constitute spam or unsolicited marketing communications;
- (c) are likely to cause annoyance, offence, inconvenience or anxiety to another person;
- (d) are viruses, Trojans, worms, root kits, spyware or other harmful software, programs, routines, applications or technologies;
- (e) constitute software, programs, routines, applications or technologies that will or may negatively affect the performance of a computer or present significant security risks to a computer;
- (f) include corrupt data; or;

- (g) are or are part of a chain letter, Ponzi scheme, pyramid scheme, matrix program, or similar scheme or program, except to the extent that Gamma expressly agrees otherwise.

5. Subject to the other terms of this Agreement, the Customer and the End User may store, host, copy, process, distribute, display, publish, transmit or send encrypted works and materials using the Services. If Gamma so requests, the Customer and the End User shall promptly:

- (a) decrypt such works and materials and provide the decrypted works and materials to Gamma; and/or
- (b) supply to Gamma the encryption keys and any other information reasonably required to decrypt such works and materials.

6. The Customer and the End User must not use the Services to send, store or process junk emails, unsolicited commercial emails or bulk unsolicited emails (spam).

7. If the Customer or the End User use the Services to send marketing emails, it must:

- (a) include a conspicuous notice identifying the message as a marketing email;
- (b) provide a valid physical postal address in each email you send;
- (c) include a valid email address or an unsubscribe link, allowing the recipient to opt out either by replying to a valid return address or by using an internet-based unsubscribe mechanism; and
- (d) process opt-out requests promptly.

8. In connection with the sending of emails using the Services, the Customer and the End User must not:

- (a) include false, deceptive or misleading header information, including a false domain name or address;
- (b) use a false, deceptive or misleading subject line;
- (c) include sexually explicit content;
- (d) add an address into your list without the subscriber's permission;
- (e) maintain an email address in your list for which an opt-out request has been received;
- (f) harvest email addresses from websites or web services;
- (g) generate email addresses by using a dictionary attack combining letters and numbers into multiple permutations;
- (h) use scripts or automated systems to register for multiple email or user accounts to send commercial emails;
- (i) relay emails through a computer or network without permission;
- (j) send emails with added words/characters in an attempt to bypass Bayesian filters;
- (k) send, or attempt to send, spam of any kind from third-party networks using a return email address that is hosted on the Gamma network or referencing an email address hosted on the Gamma network;
- (l) send email messages which are excessive in number or bandwidth requirements and/or intended to harass or annoy others;
- (m) continue to send email messages to a recipient that has indicated that he/she does not wish to receive them;
- (n) take any actions intended to cloak your identity or contact information, including but not limited to intentionally

SERVICE SPECIFIC CONDITIONS FOR UNIFIED COMMUNICATIONS & VOICE

omitting, deleting, forging or misrepresenting message headers or return addresses; or

(o) take any other action that results in the blacklisting of the sender's email address or mail server, or negatively impacts other customers of Gamma or a Gamma subcontractor or supplier.

9. In the absence of positive, verifiable proof to the contrary, Gamma will consider any complaint by a recipient of emails to be conclusive evidence that the recipient did not subscribe for or otherwise request the email(s) about which the complaint was generated.

10. The Customer and the End User must not abuse or insult any Gamma personnel, or any Gamma supplier, subcontractor or customer.

11. If Gamma reasonably suspects that there has been a breach of the provisions of this Policy, Gamma may:

- (a) delete, disable, edit or amend the relevant works or materials;
- (b) suspend any or all Services and/or your access to any or all Services while it investigates the suspected breach; and/or
- (c) charge you for any costs incurred by Gamma in investigating the breach and taking action under this Paragraph 11.

12. Wavenet, the Customer and the End User must not authorise, aid, abet, encourage or incite any other person to do any act prohibited by this Policy.

8 Schedule 2 – Part 3: Minimum User Machine Requirements

The hosted portal is browser based and designed to support all major browsers and operating systems.

Each release is tested against the following browsers:

- Chrome (the current version at the time of version release)
- Firefox (the current version at the time of version release)
- Horizon | Terms and Conditions
- © Gamma 2017. All rights reserved. Confidential.
- IE8, IE9, IE10, IE11 and Edge (the current version at the time of version release)

The solution requires the Flash plugin only on browsers which do not support HTML audio (IE8).

Whilst it is not possible to ensure that breaking changes do not occur as evergreen browsers (Chrome, Firefox and Edge) update, best endeavours are in place to ensure compatibility and swift resolution of any problems.

Please note that the hosted portal is not guaranteed to work on all smartphone/tablet devices and operating systems. On completion of provisioning of the Service, the End Users should perform a pre-test to ensure the Services work with their browser/smartphone/tablet device.

SERVICE SPECIFIC CONDITIONS FOR UNIFIED COMMUNICATIONS & VOICE

SCHEDULE 3 – PHONELINE PLUS SERVICE

This schedule 3 governs the PhoneLine Plus Services that may be provided by Wavenet under an Order, together with any other document or terms and conditions referred to in the Order including but not limited to the MSA, and Service Specific Conditions for Supporting Services, which shall be deemed to be incorporated into the Agreement for the performance of any PhoneLine Plus Services provided under this schedule 3.

In the event of any conflict between this schedule 3, the MSA, or Service Specific Conditions for Supporting Services, this schedule 3 shall take precedence for the purposes of the Gamma Horizon Services only.

1. DEFINITIONS

- 1.1. Capitalised terms used in this schedule 3 shall have the following meanings for the purposes of this schedule 3 only:

"CLI" means the calling line identity which includes the area code and End User telephone number;

"Gamma" means Gamma Telecom Limited;

"Gamma Network" means the protected and authenticated connections to the PhoneLine Plus Service;

"PhoneLine Plus Service" means the services provided to the Customer by Wavenet as described in this schedule 3;

"PhoneLine Plus Subscription" means the relevant subscriptions for the PhoneLine Plus Service, as specified in the Order;

"Portal" means the secure Gamma website which can be used by the Customer to manage their PhoneLine Plus Service;

"UC Platform" means the unified communications platform that is used to host the PhoneLine Plus Services; and

"VoIP" means voice over internet protocol, which is the set of rules that makes it possible to use the internet for telephone and/or videophone communication.

- 1.2 All other capitalised terms used in this schedule 3 that are not defined in paragraph 1.1 have the meanings stated in the MSA and/or Service Specific Conditions for Supporting Services.

2. SERVICE START DATE

- 2.1. The Start Date of the PhoneLine Plus Service is the date specified as such in the Order or if no date is specified, the date Wavenet commences the provision of the PhoneLine Plus Service.

3. INITIAL TERM AND DURATION

- 3.1. Subject to the termination provisions set out in the Conditions, the Initial Term of each PhoneLine Plus Subscription is as set out in the Order. Upon expiry of such Initial Term, the PhoneLine Plus Subscription shall be renewed on an indefinite basis subject to each party's right to terminate for convenience at any time by giving not less than 6 (six) months' prior written notice to the other party.

4. PHONELINE PLUS SERVICE

- 4.1. The PhoneLine Plus Service may incorporate Gamma approved handsets and/or analogue terminal adapters and Software if set out in the Order.
- 4.2. Where Gamma Network is provided as part of the Phoneline Plus Service, this will route all traffic.
- 4.3. Unless set out in the Order that Wavenet is responsible for providing or otherwise configuring

the related connectivity services, the Customer is responsible for configuring the Customer's connectivity services, including applying the appropriate settings to the Customer's router to support the PhoneLine Plus Service.

- 4.4. Gamma handsets supplied for use with the PhoneLine Plus Service cannot be used with any other service and Wavenet is under no obligation to adapt any handset for general use at any time.

5. ORDER AND SUPPORT

- 5.1. Wavenet will provide the Customer with a Portal account through which the PhoneLine Plus Service can be controlled.
- 5.2. Wavenet shall use reasonable endeavours to maintain (but does not guarantee) access to the Portal accounts 24 hours in every day on every day of the year, except where planned changes and/or maintenance is performed (at times published in advance), or emergency maintenance is required.
- 5.3. Wavenet shall not be liable for any losses caused by any restriction in access to the Portal account.

6. CLI PRESENTATION

- 6.1. Where a CLI is presented, the Customer must ensure that:
- 6.1.1. the CLI is allocated to the End User and that such End User possesses all necessary permissions in respect of the lines in question; and
- 6.1.2. the CLI is a number that is allocated to the Customer, is in use, connected to a terminal and capable of receiving calls.
- 6.2. Where a CLI is not allocated to the Customer, the Customer shall obtain and provide to Wavenet written consent from the allocated owner for its use as a presentation number and confirmation that such consent has not been withdrawn.

7. EMERGENCY SERVICES 999/112 RESPONSIBILITIES

- 7.1. The Customer shall be responsible for informing all End Users (including potential End Users) of the limitations of VoIP originated emergency service calls as set out at paragraph 12 of schedule 3.
- 7.2. The Customer shall provide to Wavenet for each subscriber full details of the End User's name and address (including post code) to enable Wavenet to fulfil its obligations under Relevant Laws to pass such details on to the call handling authority.

8. CHARGES AND INVOICING

- 8.1. All Charges due to Wavenet for traffic routed via any IP address or for fixed rental or one-off Charges related to the PhoneLine Plus Service shall be paid in full by the Customer in accordance with the provisions of the Conditions notwithstanding that they may have arisen from unauthorised, fraudulent or illegal use (except for fraud on the part of Wavenet or its employees acting in the course of their employment) and whether or not they derive from installation and access

SERVICE SPECIFIC CONDITIONS FOR UNIFIED COMMUNICATIONS & VOICE

arrangements which have been authorised by Wavenet.

- 8.2. Wavenet reserves the right to increase the Charges for the PhoneLine Plus Service on 30 (thirty) days prior written notice to the Customer in the event that any change in Relevant Laws results in additional costs being incurred by Wavenet.
- 8.3. Wavenet will round up the Charges to two decimal places and round up to the nearest whole penny as standard, unless otherwise stated in the Order.
- 8.4. The Customer shall not nor allow its End Users to use the PhoneLine Plus Service:
 - 8.4.1. excessively and beyond what Wavenet deems reasonable;
 - 8.4.2. in a way which imposes an unreasonable or disproportionately large load on Wavenet infrastructure or the PhoneLine Plus Service;
 - 8.4.3. for automated, high volume or otherwise excessive call-forwarding, auto-dialling and/or call-blasting activities; and/or
 - 8.4.4. to make automated, continuous, extensive or excessive calls using the PhoneLine Plus Service beyond what Wavenet considers (at its absolute discretion) to be reasonable business use.
- 8.5. Wavenet reserves the right to invoice the Customer for:
 - 8.5.1. excessive costs of conveyance caused by deliberate aggregation by the Customer of calls to a particular dial string within a destination;
 - 8.5.2. the engagement by the Customer in arbitrage;
 - 8.5.3. deliberate manipulation of call profiles; and/or other similar acts of a non-commercial nature.

9. FAIR USAGE POLICY

- 9.1. Unlimited minutes are included in all PhoneLine Plus Subscriptions to the following destinations: UK Geographic (01, 02), UK Mobile, UK National Non-Geographic (03), Ireland and Ireland Mobile.
- 9.2. In the event that it is suspected that the Customer has breached the fair usage policy set out in this paragraph 9, at Wavenet's absolute discretion, Wavenet reserves the right to:
 - 9.2.1. suspend and/or terminate the Customer's access to the PhoneLine Plus Service immediately without notice; and/or
 - 9.2.2. modify the Customer's pricing plan for access to the PhoneLine Plus Service to reflect any excessive use of the PhoneLine Plus Service or abuse of billing periods to avoid and manipulate payment to Wavenet, including, without limitation, converting the Customer's pricing plan to a fully-metred usage plan and charging pro rata for PhoneLine Plus Service access.
- 9.3. The PhoneLine Plus Service is charged on a per user per month basis. The Customer shall procure that each End User shall have their own account. No End User may share their account under any circumstances. A breach of this paragraph 9.3 shall

be deemed a material breach of this Agreement by the Customer.

- 9.4. The Customer may not abuse or manipulate the free trial period and/or the billing period to avoid paying Charges. If Wavenet suspects, at its absolute discretion, that the Customer is abusing such periods, Wavenet reserves the right to suspend and/or cancel the Customer's use of, and access to, the PhoneLine Plus Service without notice.

10. MINIMUM USER MACHINE REQUIREMENTS

- 10.1. The PhoneLine Plus Service provides End Users access via a downloadable windows or mac client together with a browser based option. The browser-based version is designed to support all major browsers and operating systems and utilises the webRTC programming interface. Each release is tested against the following browsers:
 - 10.1.1. Chrome (the current version at the time of version release);
 - 10.1.2. Edge (the current version at the time of version release); and
 - 10.1.3. Safari (the current version at the time of version release).
- 10.2. Whilst it is not possible to ensure that breaking changes do not occur as evergreen browsers (Chrome and Edge) update, reasonable endeavours shall be in place to ensure compatibility and swift resolution of any problems.
- 10.3. The Portal is not guaranteed to work on all smartphone/tablet devices and operating systems. On completion of provisioning of the PhoneLine Plus Service, the End User should perform a pre-test to ensure the PhoneLine Plus Service works with their browser/smartphone/tablet device.

11. MAINTENANCE OF THE PHONELINE PLUS

- 11.1. Wavenet reserves the right to take down applicable servers and infrastructure related to the UC Platform to conduct routine maintenance checks ("Scheduled Maintenance") or in the event of any emergency.
- 11.2. Wavenet will use reasonable endeavours while performing Scheduled Maintenance to minimise Customer disruption.
- 11.3. Wavenet will have no liability to the Customer resulting directly or indirectly from downtime or unavailability of the UC Platform or any part of it due to Scheduled Maintenance or emergency maintenance.

12. VOICE OVER INTERNET PROTOCOL

- 12.1. The Customer acknowledges and agrees that the UC Services are VoIP services. Wavenet draws the following features of VoIP services to the Customer's attention:
 - 12.1.1. VoIP service may not offer a like for like comparison to features the Customer may expect from a PSTN based phone line;
 - 12.1.2. a VoIP service may be unavailable or disrupted due to events beyond Wavenet's control e.g. power disruptions, connection

SERVICE SPECIFIC CONDITIONS FOR UNIFIED COMMUNICATIONS & VOICE

failures or degradation to the quality of any data connection;

- 12.1.3. if the Customer uses the VoIP service to make emergency calls, the location information received by the emergency services will be limited to the installation address of the Site, which may not be the location from which the call originated, and as such the Customer may be required to provide information about the Customer's location to the emergency services to allow them to respond;
- 12.1.4. emergency calls made using a VoIP service may fail if there is a power failure or connection failure;
- 12.1.5. the ability for the Customer to make emergency calls cannot be guaranteed;
- 12.1.6. a VoIP originated emergency call will not receive the same network priority at all points on the network as that which an emergency call made on a mobile network or on a PSTN (public switched telephone network) line will receive; and
- 12.1.7. the Customer's equipment used to access a VoIP service requires mains power to make emergency calls.

13. SURVEYS

- 13.1. As part of the Implementation Period, Wavenet may, in its sole discretion, conduct a survey of the Customer Premises
- 13.2. The survey will be based on the information available to Wavenet at the time it conducts the survey and will:
- 13.3. confirm whether, in Wavenet's opinion, Wavenet can provide the Equipment and/or Services in accordance with the Order or whether any changes to the Order will be required including, without limitation, any changes to Customer Equipment, Equipment, Services and/or Charges
- 13.4. specify any technical requirements and any associated Charges
- 13.5. The results of the survey will be provided to the Customer by Wavenet via email. Upon receipt of the Customer's approval of the results of the survey, and such approval shall be deemed provided by the Customer to Wavenet, if the Customer fails to confirm its rejection of such results within 5 Business Days of its receipt, the changes to the Order set out in the survey results will apply and Wavenet will issue confirmation of those changes in writing, via email, to the Customer
- 13.6. Where the Customer rejects the results of the survey, the Order will be cancelled and will not be binding upon either party. Upon cancellation of the Order, Wavenet will invoice the Customer for all costs arising from or in connection with any survey(s) carried out by Wavenet in accordance with this clause 4, which shall be paid by the Customer on 14-day payment terms

14. EQUIPMENT

- 14.1. Any Rental Equipment, Sale Equipment and/or Trial Equipment and, for the avoidance of doubt, excluding Customer Equipment (together "**Equipment**") required for the provision of the Services will be set out in the Order
- 14.2. Wavenet reserves the right to amend or substitute the Equipment if required by any applicable statutory or regulatory requirement or to improve the provision of the Services
- 14.3. The Customer agrees that it will:
 - 14.3.1. use the Equipment only in connection with the Services, and for no other purpose
 - 14.3.2. use its best endeavours to keep the Equipment free from any loss or damage
 - 14.3.3. promptly notify Wavenet of any malfunction, loss or damage to the Equipment
 - 14.3.4. not sell or loan the Equipment to any person or create any charge, lien or other encumbrance over the Equipment
 - 14.3.5. insure the Equipment against loss or damage caused by any accident or the Customer's negligence, or that of its employees, agents or subcontractors, with a reputable insurance firm to the full replacement value of the Equipment
- 14.4. Wavenet will ensure that:
 - 14.4.1. the Equipment is delivered to the Customer Premises during the Implementation Period in time for its scheduled installation or, if Wavenet is not installing the Equipment, prior to the Start Date of the Services for which such Equipment is required
 - 14.4.2. each delivery of the Equipment is accompanied by a delivery note which shows the date of the Order and the type and quantity of Equipment.
- 14.5. Wavenet will deliver the Equipment to the Customer Premises as set out in the Order on a date agreed with the Customer
- 14.6. Delivery of the Equipment will be completed upon Wavenet's or Wavenet's Supplier's unloading of the Equipment at the Customer Premises
- 14.7. Any dates quoted for delivery of the Equipment are approximate only, and the time of delivery is not of the essence. Wavenet shall not be liable for any delay in delivery of the Equipment that is caused by a Force Majeure Event or the Customer's failure to provide Wavenet with adequate delivery instructions or any other instructions that are relevant to the supply and delivery of the Equipment
- 14.8. If the Customer fails to take delivery of the Equipment then, save where such failure or delay is caused by a Force Majeure event or by Wavenet's failure to comply with its obligations under this Agreement for delivery of the Equipment, the Equipment will be stored by Wavenet and the

SERVICE SPECIFIC CONDITIONS FOR UNIFIED COMMUNICATIONS & VOICE

Customer will be charged for all related costs and expenses in relation to such storage, and any delivery or logistic costs incurred by Wavenet including insurance costs

- 14.9. If the Customer does not accept delivery of the Equipment within 10 Business Days after Wavenet's attempt to agree a date for delivery of the Equipment with the Customer, Wavenet may resell, or otherwise dispose of, part or all of the Equipment
- 14.10. Wavenet warrants that, on delivery, the Equipment will work appropriately in conjunction with the related Services
- 14.11. Wavenet specifically excludes any implied or express representation, warranty or similar that the Equipment and/or Services supplied by Wavenet will:
 - 14.11.1. be fit to operate in conjunction with any hardware, software or systems other than with those that are specifically identified as being compatible for the supply of Services in accordance with this Agreement
 - 14.11.2. operate uninterrupted or error-free
 - 14.11.3. have any program defects detected and/or corrected
- 14.12. Wavenet does not warrant that the Equipment, and/or Services will prevent or restrict any fraudulent intrusion, hacking or similar and the Customer shall be responsible for putting in place adequate security measures to prevent the fraudulent use of the Equipment and/or the Services and the Customer's other Systems and processes including, without limitation, hacking, toll fraud, rogue dialling or any other form of fraud that may result in the Customer incurring sums in addition to the Charges
- 14.13. Wavenet will use reasonable endeavours to provide the Customer with the benefit of any manufacturer's warranty that applies to the Equipment
- 14.14. Wavenet will not be liable for the Equipment's failure to comply with the warranty in clause 14.10 if:
 - 14.14.1. the Customer makes any use of the Equipment after giving a notice in accordance with clause 5.15
 - 14.14.2. the defect arises due to the Customer's failure to follow Wavenet's instructions as to the installation, commissioning, use or maintenance of the Equipment or in the absence of such instructions, good trade practice
 - 14.14.3. the Customer alters or repairs such Equipment without Wavenet's written consent
 - 14.14.4. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions
 - 14.14.5. the Equipment differs from the Order as a result of changes made to ensure the Equipment complies with applicable statutory or regulatory standards, or to improve the provision of the Services

- 14.15. Subject to clause 14.14, Wavenet will, at its option, repair, replace or refund the price in full of any defective Equipment if:

- 14.15.1. the Customer gives written notice to Wavenet, within 1 working day of discovery that some or all of the Equipment does not comply with the warranty set out in clause 14.10

- 14.15.2. Wavenet is given a reasonable opportunity by the Customer to examine the Equipment

- 14.15.3. the Customer, upon request, returns such Equipment, to Wavenet at the Customer's cost, and risk in the Equipment shall remain with the Customer until such Equipment is signed for as an accepted return to Wavenet

- 14.16. The Customer may reject any Equipment delivered to it that does not comply with clause 14.10, provided that the Customer provides written notice of rejection to Wavenet:

- 14.16.1. in the case of a defect that is apparent on delivery, within 5 Business Day of delivery;

- 14.16.2. in the case of a latent defect, within a 1 Business Day of the latent defect having become apparent

- 14.17. If the Customer fails to give notice of rejection of the Equipment in accordance with clause 14.16, Equipment shall be deemed accepted by the Customer

- 14.18. Except as provided in this clause 14.20.2, Wavenet will have no liability to the Customer in respect of the Equipment's failure to comply with the warranty set out in clause 14.10

- 5.19 The terms of this clause 5 will apply to any repaired or replacement Equipment supplied by Wavenet. The risk in the Equipment will pass to the Customer upon completion of delivery

- 1.20 Title to the Rental Equipment and Trial Equipment will not pass to the Customer at any time

- 14.19. Title to the Sale Equipment will not pass to the Customer until Wavenet receives payment in full

- 14.20. Until title to the Sale Equipment has passed to the Customer, the Customer will:

- 14.20.1. not remove, deface or obscure any identifying mark or packaging on or relating to the Sale Equipment

- 14.20.2. maintain the Sale Equipment in satisfactory condition and keep it insured against all risks for its full price on Wavenet's behalf from the date of delivery

- 14.20.3. notify Wavenet immediately if it becomes subject to any of the events listed in clauses 18.2.1 and/or 18.2.2

- 14.20.4. give Wavenet such information relating to the Sale Equipment as Wavenet may require from time to time.

- 14.21. Within 14 calendar days of Service termination, the Equipment, excluding Sale Equipment where title of the equipment has passed to the Customer in accordance with clause 5.21, must be returned in good working condition to Wavenet at the Customer's cost and risk. If the Customer fails to return the Equipment within the specified period, Wavenet reserves the right to charge the Customer

SERVICE SPECIFIC CONDITIONS FOR UNIFIED COMMUNICATIONS & VOICE

a rental fee of £25.00 plus VAT per item per day, or such other amount as may be notified to the Customer by Wavenet, to be added to the Customer's monthly invoice payable to Wavenet until the Equipment is returned to Wavenet in accordance with this clause 5.23

Charges relating to the dual running Service or Services

16.4. For the avoidance of doubt, Wavenet excludes all loss, damage, costs, expenses and any other liability suffered or incurred by the Customer arising from or in connection with any delay in the provision of the Equipment and/or Services, including any need for the Customer's previous service provider to continue providing any equipment and/or services which are to be replaced by the Equipment and/or Services, beyond the end of the Implementation Period

15. IMPLEMENTATION AND ACCEPTANCE

- 15.1. Wavenet may notify the Customer when either Wavenet, or its Third Party Contractors have supplied, installed, configured and/or programmed the Customer Equipment, Equipment and/or Service. If expressly referred to in the Order, the Customer will then perform Acceptance Tests
- 15.2. If the Customer discovers any material non-conformity in the installation, configuration and/or programming of the Customer Equipment, or the operation of the Equipment and/or Services when performing the Acceptance Test, the Customer will notify Wavenet of the same within 5 days of such discovery
- 15.3. To the extent that such non-conformities will have, in Wavenet's reasonable opinion, a material detrimental effect on the Equipment and/or Services, Wavenet will use reasonable endeavours to remedy such non-conformities
- 15.4. Acceptance will take place on the earlier of:
 - 15.4.1. The Customer's written confirmation to Wavenet that the Acceptance Tests have been performed and no material non-conformities have been discovered
 - 15.4.2. 5 Business Days from the date of Wavenet's notification to the Customer that it has completed the supply, installation, configuration and/or programming of the Customer Equipment, Equipment and/or the Services
 - 15.4.3. 5 Business Days after the date on which any notified non-conformities were remedied
 - 15.4.4. immediately upon Wavenet's demonstration that any notified non-conformities will not, in Wavenet's reasonable opinion, have a detrimental effect on the Equipment and/or Services

16. DUAL RUNNING

- 16.1. The Customer will bear all costs arising from, or in connection with, Dual Running including failure to comply with clause 7.2
- 16.2. The Customer hereby undertakes to notify and instruct its previous service provider to cease the provision of any equipment and/or services which are replaced by the Equipment and/or Services at the end of the Implementation Period or such other period as the parties agree
- 16.3. Where the Customer requires a replacement Service from Wavenet the Customer hereby undertakes to notify Wavenet in accordance with clauses 3.2 and 18.3 otherwise the Customer is responsible for all

SERVICE SPECIFIC CONDITIONS FOR UNIFIED COMMUNICATIONS & VOICE

SCHEDULE 4 – ZOOM SERVICES

Schedule 4 – Part 1

This schedule 4 governs the provision of Zoom Services provided by Wavenet pursuant to an Order. The terms of this schedule 4 shall be read in conjunction with the MSA, the Service Specific Conditions for Supporting Services and any other documents or terms referenced in the Order.

In the event of a conflict between the provisions of this schedule 4, the MSA or the Service Specific Conditions for Supporting Services, the provisions of this schedule 4 shall prevail solely in respect of the Zoom Services.

1. DEFINITIONS

- 1.1. Capitalised terms used in this schedule 4 shall have the following meanings:

"Call" means metered telephone calls;

"CLI" means the calling line identity of a calling party;

"Conversation" means contact centre virtual agent dialogues, which may be via text, or any messaging service (e.g. WhatsApp);

"Delegated Access Authority" means a process where the Customer grants access to Wavenet to access their Zoom Product for the purpose of configuration and support;

"PSTN" means public switched telephone network;

"Recordings" means any call recording made by the End User resulting from use of functionality within a Zoom Phone Product;

"SBC" means session boarder controller, used to deliver secured voice and video communications and protect VoIP networks;

"SIP" means session initiation protocol, used for controlling telecommunications sessions over internet protocol;

"SMS" means short message service also known as a text message;

"Usage Charges" means any Call or Conversation charges;

"VoIP" means voice over internet protocol, which is the set of rules that makes it possible to use the internet for telephone and/or videophone communication;

"Zoom Phone" means Zoom Phone Products which are enabled for 'bring your own carrier' utilising cloud-based VoIP services to provide two-way voice calling and PBX functionality for internal business VoIP and PBX functionality only, where PSTN calls are placed via Wavenet's selected carrier;

"Zoom Phone Pro" means Zoom Phone Products utilising cloud-based phone services, which use voice over internet protocol and allow two-way voice calling and private branch exchange functionality, (including call routing and associated functions and direct inward dialling provisioning of phone numbers, public switched telephone

network via Zoom's native carrier underlying service providers) and calling plans;

"Zoom Product" means all products within Zoom's Unified Communication as a Service (UCaaS) and Contact Centre as a Service (CCaaS) product suites;

"Zoom Services" means Zoom Product and associated products which may be provided as part of the solution, which could include SIP, SBC's and handsets;

"Zoom Terms and Policies" means all applicable Zoom terms and policies published at <https://zoom.us/legal> and the Zoom Reseller Customer Terms of Service published at: <https://zoom.us/docs/en-us/EULA-terms-of-service.html>, as updated from time-to-time, including Zoom Phone Notices and Policies;

"Zoom Territory" means UK and Ireland; and

"ZP Native Channel Availability Matrix" means Zoom's list and conditions of where and how Zoom Phone Pro Products can be sold and provisioned as updated by Zoom from time-to-time.

- 1.2. All other capitalised terms used in this schedule 4 that are not defined in paragraph 1.1 shall have the meanings stated in the MSA and/or Service Specific Conditions for Supporting Services.

2. SERVICE START DATE

- 2.1. The Start Date of the Zoom Services shall be the first calendar day of the month following the provision date of the Zoom Services, unless the provision date is the first of the calendar month in which case the Start Date will be the provision date.

3. INITIAL TERM AND DURATION

- 3.1. Subject to the termination provisions set out in the Agreement, the Initial Term of the Zoom Services shall be as specified in the Order. The Initial Term for any subsequent Orders for additional Zoom Product licences shall be co-terminous with the Initial Term of the original Order.
- 3.2. The Initial Term shall automatically renew for successive periods of twelve (12) months unless either Party gives at least ninety (90) days' written notice prior to the expiry date of the Initial Term or the Renewal Period to terminate the applicable Order(s) at the end of the current Initial Term or Renewal Period.

4. TERMINATION OF ZOOM SERVICES

- 4.1. Upon termination of the Zoom Services and/or the Agreement, Wavenet may recover from the Customer any cancellation charges incurred by Wavenet as a result of third-party supplier terms relating to the Zoom Services.
- 4.2. Upon termination of the Zoom Services and/or the Agreement, Wavenet reserves the right to charge a fee of fifteen pounds sterling (£15.00) per number to cover administration and porting costs.

SERVICE SPECIFIC CONDITIONS FOR UNIFIED COMMUNICATIONS & VOICE

5. CHARGES

5.1. Unless otherwise stated in the relevant Order, the Charges for the Zoom Services shall be invoiced as follows:

5.1.1. Recurring Charges shall be billed monthly in advance and may be billed on a pro rata basis where applicable, including in connection with a new Zoom Product provision date or the addition of further Zoom Products; and

5.1.2. all other Charges shall be invoiced monthly in arrears.

5.2. Usage Charges shall apply as follows:

5.2.1. for Calls, charges are measured and billed for per minute (rounded to the nearest minute); and

5.2.2. for Conversations, charges are measured and billed per completed Conversation; or data per unit at the rate stated in the Order.

5.3. If the Zoom Service is enabled for SMS, the applicable rates for SMS can be found here: <https://zoom.us/billing/pbx/rates>.

5.4. The applicable rates for Zoom Phone Pro out of bundle calls can be found here: <https://zoom.us/billing/pbx/rates>.

6. MAINTENANCE OF THE ZOOM SERVICE

6.1. Wavenet reserves the right to take down applicable servers and infrastructure related to the Zoom Services to conduct routine maintenance checks ("Scheduled Maintenance") or in the event of any emergency.

6.2. Wavenet will use reasonable endeavours while performing Scheduled Maintenance to minimise Customer disruption; however, Wavenet does not guarantee uninterrupted service and shall not be liable for any disruption, unavailability, or degradation of the Zoom Services arising from such maintenance.

6.3. Wavenet shall have no liability to the Customer resulting directly or indirectly from downtime or unavailability of the Zoom Services or any part of it due to Scheduled Maintenance or emergency maintenance.

7. CLI PRESENTATION

7.1. Where a CLI is presented, the Customer must ensure that:

7.1.1. the CLI is allocated to the End User and that such End User possesses all necessary permissions in respect of the lines in question; and

7.1.2. the CLI is a number that is allocated to the Customer, is in use, connected to a terminal and capable of receiving calls.

7.2. Where a CLI is not allocated to the Customer, the Customer shall be solely responsible for obtaining and providing to Wavenet prior written consent from the rightful owner of the CLI for its use as a presentation number. The Customer shall also confirm in writing that such consent remains valid and has not been withdrawn.

8. EMERGENCY SERVICES 999/112 RESPONSIBILITIES

8.1. The Customer shall be solely responsible for informing all End Users (including prospective End Users) about the limitations of VoIP originated emergency service calls, as set out in paragraph 9 of schedule 4.

8.2. The Customer must provide Wavenet with the full name and address (including postcode) of each End User for every subscriber, in order to enable Wavenet to fulfil its obligations under Applicable Laws by passing this information to the appropriate call handling authority.

8.3. Paragraph 8.4 of Schedule 2 – Gamma Horizon Services shall apply to this Paragraph 8, and the Customer shall comply with its provisions.

9. VOICE OVER INTERNET PROTOCOL

9.1. The Customer acknowledges and agrees that the Zoom Services are provided as VoIP Services.

9.2. The following features and restrictions are applicable to the VoIP Services:

9.2.1. VoIP Services may not offer a like for like comparison to features the Customer may expect from a PSTN based phone line;

9.2.2. a VoIP Services may be unavailable or disrupted due to events beyond Wavenet's control e.g. power disruptions, connection failures or degradation to the quality of any data connection;

9.2.3. if the Customer uses the VoIP Services to make emergency calls, the location information received by the emergency services shall be limited to the address details provided by the Customer at the time of installation of the VoIP Services, which may not be the location from which the call originated, and as such the Customer may be required to provide information about the Customer's location to the emergency services to allow them to respond;

SERVICE SPECIFIC CONDITIONS FOR UNIFIED COMMUNICATIONS & VOICE

9.2.4. emergency calls made using VoIP Services may fail if there is a power failure or connection failure;

9.2.5. the ability for the Customer to make emergency calls cannot be guaranteed;

9.2.6. a VoIP originated emergency call will not receive the same network priority at all points on the network as that which an emergency call made on a mobile network or on a PSTN (public switched telephone network) line will receive; and

9.2.7. the Customer's Equipment used to access VoIP Services requires mains power to make emergency calls.

10. GENERAL

10.1. Zoom reserves the right to withdraw, modify or vary the Zoom Services and to terminate or amend any affected contracts for all customers in order to:

10.1.1. comply with any Applicable Laws or safety requirement; or

10.1.2. take into account the withdrawal of or a significant change to the technology used to provide the Zoom Services.

10.2. In relation to any withdrawal or change under paragraph 10.1, Wavenet shall:

10.2.1. provide the Customer with not less than one (1) months' notice, except where such withdrawal or change is required to comply with a regulatory or mandatory change, in which case Wavenet shall provide as much notice as is reasonably practicable; and

10.2.2. use reasonable endeavours to ensure that such withdrawal or change does not result in a material adverse effect on the nature or quality of the Zoom Services, or a material increase in the Charges.

11. PRIVACY AND SECURITY AND CALL RECORDING

11.1. The Customer accepts, and shall ensure the End Users accept, the Zoom Terms and Policies in relation to the provision of any Zoom Products for compliance with Data Protection Laws.

11.2. Recordings and any data contained within the Recordings are the responsibility and property of the applicable End User.

11.3. Neither Wavenet, Zoom nor Wavenet's third party suppliers shall have any responsibility or liability for the interoperation of any Zoom Product with

any goods or services, not provided as part of a Zoom Product including (but not limited to) any third party integration with Zoom Products.

12. Schedule 4 Part 2 – Zoom Flow downs

12.1. Customer Responsibilities

12.1.1. The Customer is responsible for ensuring both the Customer and its End Users have a suitable data network and equipment that meets the applicable Zoom Product requirements prior to entering into an Agreement with Wavenet;

12.1.2. The Customer must immediately notify Wavenet of any material breach of the Zoom flow down terms set out in part 2 of this schedule 4, by the Customer or any End User, and shall co-operate with any investigation of any breach or suspected breach.

12.1.3. The Customer shall, and shall procure its End Users, comply with all applicable emergency calling notices, policies, processes, and procedures published and updated by Zoom from time to time on its website at: <https://zoom.us/trust/resources>.

12.1.4. In order for Wavenet to access Customer Data, the Customer must provide the necessary instructions to Zoom whether by submitting a Delegated Account Access request or through such other method as may be communicated by Wavenet from time to time to grant Wavenet access to the Customer Data.

12.1.5. The Customer is responsible for maintaining the necessary access to the relevant systems and accounts to enable the provision of configuration and support Services.

12.1.6. The Customer must ensure they have a data processing agreement in place with any third party service provider it grants access to the Customer Data.

13. Contracting Restrictions

13.1. Where Zoom is providing the carrier Services, Zoom has the right to change a Customer's number(s) at any time, including porting out or substituting an existing number for a new number, if required by Applicable Law, technical reasons or requirements of Zoom or any underlying communications provider.

13.2. In the event that Wavenet's, or its distributor's, right to supply any Zoom Product is withdrawn, Zoom reserves the right to transfer the provision of the relevant Zoom Services to Zoom directly or an authorised reseller of the applicable Zoom Product. The Customer will cooperate with Zoom and any such the transferee, and shall provide all reasonable assistance required to facilitate the transfer of the Zoom Services.

SERVICE SPECIFIC CONDITIONS FOR UNIFIED COMMUNICATIONS & VOICE

14. Compliance with Applicable Law and Zoom Terms and Policies

- 14.1. The Customer shall, and shall procure that its End Users, comply with the Zoom Terms and Policies. Zoom and Wavenet reserve the right to immediately suspend or disconnect any Customer whose use of any Zoom Product is in breach of those Terms and Policies.
- 14.2. The Customer shall not engage in any activity in connection with the resale of the Zoom Products which is unethical, misleading, deceptive, unlawful or which would otherwise harm the name or reputation of Zoom or the Zoom Products.
- 14.3. The Customer shall comply with all applicable anti-corruption and anti-bribery laws, including the UK Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977 (15 U.S.C. §§ 78dd-1, et seq.) and any other applicable laws or regulations.
- 14.4. The Customer shall maintain accurate and complete books, records, and supporting documentation relating to all transactions carried out under this Schedule 4 for a minimum period of five (5) years.
- 14.5. The Customer acknowledges that Zoom and the Zoom Products are subject to U.S. sanctions laws, administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), and subject to export control laws under the Export Administration Regulations of the United States.
- 14.6. The Customer represents and warrants that it is not a restricted person on any U.S. sanctions or export control lists. Restricted persons include those identified on, or subject to restrictions under, OFAC's Specially Designated Nationals and Blocked Persons List ("SDN List"), Sectoral Sanctions Identifications List ("SSI List"), or Foreign Sanctions Evaders List, or the U.S. Department of Commerce's Entity List, Unverified List, or Denied Persons List, or similar lists maintained by any governmental authority with jurisdiction over the sale of the Zoom Products ("Restricted Persons"). The Customer shall not provide the Zoom Products to any Restricted Persons. Nor will the Customer export or otherwise provide the Zoom Products to any territory subject to comprehensive U.S. sanctions (currently Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine), or to a government or national of such country.
- 14.7. The Customer shall not provide the Zoom Products to any government or military End Users or military-intelligence End Users in China, Myanmar/Burma, Russia, or Venezuela. The Customer shall not provide or export the Zoom Products for any prohibited end use.

14.8. The Customer agrees to maintain policies and procedures reasonably designed to ensure compliance by its officers, directors, employees, and agents with applicable sanctions and U.S. export control laws, including maintaining adequate checks that all of its End Users are not Restricted Persons and are not operating within any territory subject to comprehensive U.S. sanctions.

14.9. The Customer shall obtain and comply with any required export licence and any associated conditions.

14.10. The Customer is responsible for complying with any required export licences covering its provision of any Zoom Product, including products that may incorporate the Zoom Products, to its own End Users, agents, or representatives. The Customer understands that the provision of certain software components to government End Users may require specific export control licensing and that Zoom's provision of Zoom Products that rely on these software components is contingent on receipt of any required licence.

14.11. The Customer agrees to provide information as reasonably requested by Wavenet in order for Zoom to comply with reporting requirements under U.S. export controls, sanctions, or other provisions of applicable law.

14.12. If the Customer learns of any violation of the above restrictions by the Customer, its agents (including all other persons or entities acting on its behalf), as applicable, or its End Users, the Customer shall promptly notify Wavenet and Zoom's Global Compliance and Ethics at: complianceofficer@zoom.us.

15. IPR

15.1. Zoom retains all right, title and interest, including all associated Intellectual Property Rights, in and to the Zoom Products all associated software. The Customer has no rights to the Zoom Service, software or Intellectual Property Rights, except as expressly set out in the Agreement. The Customer shall not use, reproduce, display, or otherwise exploit any of Zoom's or Wavenet's Intellectual Property Rights without their prior written consent. Nothing in this Agreement grants the Customer any right or licence to use any trade name, trademark, service mark, logo, domain name, or other brand features of Zoom or Wavenet.

16. End User Agreement for Zoom Phone Pro

16.1. Paragraph 16 shall apply where Zoom Phone Pro is provided to the Customer, as specified in the relevant Order. Wavenet will be the provider of the Zoom Phone Pro Products to the Customer.

SERVICE SPECIFIC CONDITIONS FOR UNIFIED COMMUNICATIONS & VOICE

16.2. The Customer shall comply with the following:

16.2.1. Zoom phone numbering policy published at <https://explore.zoom.us/docs/doc/Zoom-Phone-Numbering-Policy.pdf>, as may be updated from time-to-time; and

16.2.2. all applicable Zoom Terms and Policies relating to the End User's use of the Zoom Phone Pro.

16.3. EMERGENCY SERVICES LIMITATION OF LIABILITY

16.3.1. To the maximum extent permitted by Applicable Law, neither Wavenet, Wavenet's third party supplier nor Zoom shall be liable for:

16.3.1.1. Any failure or limitation, of emergency services calling or inability to reach or use emergency services via the Zoom Services due to an outage of Zoom Services; or the inability to place or complete emergency calls from any Zoom-enabled device, End User line, or Customer Premises, or inability to access emergency personnel;

16.3.1.2. any emergency responders to respond, or to respond to the correct location where the equipment, End User, or caller is physically present or where such emergency services are required; and

16.3.1.3. any emergency services, or inability to reach or use emergency services due to circumstances outside of Zoom's, third party provider, or Wavenet's control including: (A) loss of electrical power; (B) loss of End User or emergency responders' internet connectivity; (C) defective or misconfigured Customer Equipment; (D) network congestion that is not directly and solely caused by Zoom's own Zoom Phone Product infrastructure; (E) delays associated with updating the registered service location save for delays resulting directly and solely from Zoom's act or omission; (F) restrictions created by non-voice End User and/or Customer Equipment; (G) relocated End User and/or Customer Equipment, including outside of the Zoom Territory; (H) the simultaneous use of one line with multiple pieces of Customer Equipment; (I) failure of emergency response centres to answer an emergency call; (J) failures of any third parties that are responsible for routing emergency calls;

(K) the use of non-native telephone numbers; (L) failure of any emergency service personnel to call back directly to the number from which an emergency call was made or failure of End User and/or Customer Equipment to receive callbacks from emergency service personnel; or (M) natural disasters, fires, floods, storms, earthquakes, war, terrorist acts or other acts of insurrection, labour disputes with Zoom Territory impact, or malfunction of utility, third party (other than Zoom subcontractors) communication or transportation systems.

16.4. ZP Native Channel Availability Matrix

16.4.1. Zoom Phone Pro Products can only be deployed in countries listed in the ZP Native Channel Availability Matrix and the Customer must comply with all regulatory requirements in that relevant country. Wavenet will give as much notice as reasonably practicable in relation to any changes to the ZP Native Channel Availability Matrix, but the Customer shall make End Users aware that Zoom may make immediate changes to this list and may do so without prior notice to comply with any Applicable Law.

17. End User Agreement for Zoom Phone

17.1. Paragraph 17 shall apply when Zoom Phone is being sold to the Customer as detailed in the relevant Order. Wavenet will be the provider of the Zoom Phone Products to the Customer.

17.2. Emergency Services

17.2.1. With respect to Zoom Phone Products, Zoom is not the carrier, which means Zoom does not provide any part of the: (i) regulated telecommunications services; (ii) SIP trunks beyond the Zoom SBC; or (iii) PSTN connectivity. These Services are provided by the carrier nominated by Wavenet. Zoom will supply the carrier with the End User CLI and, Zoom and Wavenet shall not be responsible for any inaccuracies in the data provided to Zoom by the Customer.

17.2.2. If Zoom is selected as the 'carrier' for emergency calls originating from USA or Canadian numbers, then the dispatchable emergency address as configured by the Customer sent to public safety along with the Caller ID, and this information is included in call data records that can be retrieved by the carrier.

SERVICE SPECIFIC CONDITIONS FOR UNIFIED COMMUNICATIONS & VOICE

17.2.3. The Customer is responsible for ensuring that:

17.2.3.1. each End User assigns a predetermined phone number ('ELIN') to each detectable company location or sub- location ('ERL'), so that when an End User makes an emergency call from a location, this ELIN is used as the outgoing caller ID for the emergency call.

17.2.3.2. the address of record for Zoom Phone CLI is accurate, relevant and current for the End User and the End User's location.

17.2.4. Where Customer is buying Zoom Phone then Zoom cannot communicate any address information in real time via any Zoom Phone Product for any emergency call made. All emergency location information will be limited to the site installation address provided by the Customer and stored by the carrier.

17.2.5. The Customer shall comply with the Zoom Phone Numbering Policy, and Zoom emergency services policies (located at <https://zoom.us/legal>). The Customer shall procure from all End Users to confirm in writing to be bound to the Zoom Phone Notices and Policies.

17.3. Additional Terms

17.3.1. Regulatory, Industry and/or Legal Changes. In the event of industry change that would prohibit or otherwise materially interfere with Zoom's ability to provide the Zoom Services subject to, or under the relevant provisions set out in this schedule 4, part 2, Zoom may, and consequently Wavenet may without liability suspend, change or withdraw the affected Zoom Phone Product. Such suspension, withdrawal or change shall not be a breach of any obligation under this Agreement.

17.3.2. Compliance with Telecommunications Regulatory Laws and other Laws, Statutes and Regulations. The Customer shall comply with all Applicable Laws applicable to the Zoom Services or Customer's business activities. The Customer shall and procures that the End User's carrier and PSTN-provider is responsible for compliance with all Applicable Laws pertaining to PSTN- connected phone service, including lawful intercept and emergency calling services and the Customer shall be liable to Wavenet for any liability Wavenet, Zoom or third party provider or its Affiliates may incur, in relation to such carrier's compliance or non- compliance.

SERVICE SPECIFIC CONDITIONS FOR CCaaS

These Service Specific Conditions for CCaaS Services apply in addition to the Wavenet Master Service Agreement (MSA) for the Customer's use of the CCaaS Service

DEFINITIONS:

"Acceptance Tests" means the acceptance tests, as set out in or referred to in the Order

"Call Charges" means those of the Charges which relate to calls received by an NGN supplied by Wavenet or one of its Suppliers, as specified in the Order

"CCaaS" means Contact Centre as a Service

"Customer Data" means personal data, text, recorded messages and/or voice conversations transmitted via the Services

"Customer Network(s)" means the Local Area Network, network equipment, computer systems, and local cable infrastructure at the Customer Premises, to which the CCaaS Service will be connected

"Cyber Attack" means an attempt by hackers to damage or destroy a computer network or system

"Dual Running" means the simultaneous running, for the duration of the Implementation Period unless otherwise mutually agreed, of the existing Customer services alongside the Equipment and/or Services to be delivered by Wavenet under this Agreement

"Installation Services" means the services (if any) to be carried out at each Customer Premises to enable the Customer to receive the CCaaS Services

"Minimum Monthly Call Charges" means: (i) the average of the six highest months' call charges incurred by the Customer under this Agreement; or (ii) if the Customer has incurred less than six months' call charges, the highest month's call charges incurred by the Customer under this Agreement; or (iii) if no call charges have been incurred by the Customer, the highest month of Anticipated Call Spend

"Minimum Monthly Line Rental" means the higher of: (i) the line rental specified in the Order; or (ii) the average of the six highest months' line rental charges incurred by the Customer under the Agreement (or if the Customer has incurred less than six month's line rental, the highest month's line rental incurred by the Customer under the Agreement)

"Monthly License User Fee" means the monthly user license fees for each user

"NGN" means a telephone number for which the digit structure has no geographic significance for routing calls

"Service Demarcation Point" means the point(s) to which Wavenet will be responsible for maintaining the CCaaS Service(s) being, unless stated otherwise in the Order: (i) the point up to the connection between the access circuit and the Teamslink Services, managed by Wavenet's session boarder controllers within the Customer Network; or (ii) where Wavenet have supplied the access circuits with the CCaaS Services, the point up to the Customer side port on the pre-configured Wavenet supplied router; or (iii) where Wavenet provides the access and the Installation Services and the Customer has purchased Equipment which is being maintained by Wavenet pursuant to this Agreement, the Equipment provided by Wavenet shall be supported by Wavenet

"Service Level Agreement" Wavenet's Service Level Agreement providing details of service levels applied to its Services and, where applicable, service credits for Downtime to the Customer's Services, as defined in the Service Level Agreement

"Specification" means the specification of the Equipment or CCaaS Services, as set out in the Order, and which may be further detailed in the PID

1. SERVICE AND SERVICE SETUP

- 1.1. Following the completion of the surveys and, if required, the agreeing of the replacement Order,

Wavenet will inform the Customer of the revised anticipated Start Date

- 1.2. The Customer agrees to provide its full cooperation to Wavenet, together with nominated members of the Customer's staff to provide assistance to the Wavenet throughout the provision of the Installation Services. The Customer shall ensure that its nominated staff shall have the authority to make decisions and provide Wavenet with instructions relating to the Installation Services and the CCaaS Services generally on the Customer's behalf. The Customer acknowledges and accepts Wavenet shall not be liable to the Customer for any delays in the provision of access and/or the Start Date for the CCaaS Services as a result of lack of cooperation from the Customer or its nominated staff
- 1.3. If the Customer fails to prepare the Customer Premises for Wavenet, its Third Party Contractors or Suppliers in accordance with clause 2 or any other preparatory instructions that the Customer may have been given, Wavenet may charge the Customer a fee. Any re-scheduled visits to the Customer Premises will be subject to Wavenet's lead times
- 1.4. Wavenet shall notify the Customer of the date(s) on which Wavenet, its Third Party Contractor or its Supplier shall provide the Installation Services. The Customer shall use its best endeavours to enable the Installation Services to be provided on the dates provided by Wavenet. If the Customer cannot commit to the proposed Installation Services date provided by Wavenet, the Customer must notify Wavenet within 14 days of the date receives notice of the proposed Installation Services date Wavenet, and both parties shall use reasonable endeavours to agree alternative Installation Services date(s)
- 1.5. Wavenet reserves the right, upon giving notice to the Customer, not to provide the CCaaS Services to any Customer Premises or, if CCaaS Services are already being provided, to cease providing the same and to terminate this Agreement in relation to the CCaaS Services without liability or obligation to the Customer if:
 - 1.5.1. Wavenet discovers during a survey of the Customer Premises, or otherwise, that the distance between the Customer's Premises and Wavenet's point of presence, or its underlying Supplier's point of presence, is such that a quality service cannot be provided or underwritten
 - 1.5.2. the Customer does not agree to any increase in Charges in accordance with clause 10 of the MSA
- 1.6. Wavenet, its Third Party Contractor, or its Supplier will provide the Installation Services and will perform a series of commissioning tests to ensure that the CCaaS Services are functioning in accordance with the Specification
- 1.7. Wavenet will, if agreed, maintain the CCaaS Telephony Service to the Service Demarcation Point
- 1.8. If Wavenet agrees that the Customer may use/supply its Customer Equipment with any part of the CCaaS Services, then the Customer shall be responsible and liable for such Customer Equipment. If Wavenet, its Third Party Contractor, or its Supplier

SERVICE SPECIFIC CONDITIONS FOR CCaaS

visits a Customer Premises due to a fault which is caused by Customer Equipment, then Wavenet may charge the Customer for such visit and any additional costs incurred as a direct result. Use of any Customer Equipment not supplied by Wavenet will affect the Service Demarcation Point

- 1.9. If the Customer requests, and Wavenet agrees, to upgrade the Customer's bandwidth of the underlying access to the CCaaS Services then additional Charges will apply, as notified to the Customer
- 1.10. The CCaaS Services and/or the associated unified communications service support 999/112 public emergency call services and such calls will be routed to the national emergency call handling agents. However, the Customer acknowledges and accepts that these services do not operate in the same way as PSTN fixed line 999/112 public emergency call services and, therefore, connection to such services may not be possible in the event of service outage caused by loss of connectivity to the internet for any reason. It is the Customer's responsibility to ensure that its Authorised Users are notified that, in such circumstances, the Customer and/or Authorised User must use a separate line to make and emergency call
- 1.11. It may, on occasions, not be possible for emergency services personnel to identify the location and telephone number for the Customer's or Authorised User's whereabouts via the CCaaS Services. It is therefore the Customer's responsibility to notify its Authorised Users that, in the event of an Authorised User making an emergency call via the CCaaS Services, the Authorised User's whereabouts must be stated promptly and clearly to the emergency services
- 1.12. If Wavenet agrees that the Customer may use its existing or other new access circuits, including but not limited to broadband, Ethernet, leased line etc, not provided by Wavenet, then it is the Customer's responsibility to ensure such access circuits meet the requirements and functionality specified by Wavenet or the Supplier from time to time. The Customer's failure to meet such requirements and/or functionality may affect the provision of the CCaaS Services. Where Wavenet does not provide the access circuits, all responsibility and liability for such access circuits shall remain with the Customer. Should Wavenet, its Third Party Contractor, or its Supplier visit the Customer Premises in relation to a fault which is found to be caused in whole or part by access circuits not provided by Wavenet, then Wavenet may charge the Customer for such visits and any additional costs incurred as a result. The Customer accepts that use of the Customer's own access circuits will affect the Service Demarcation Point
- 1.13. Not Used.
- 1.14. If Wavenet provides the Customer with any of the user-based features including, but not limited to, auto attendant, hunt group, call park, call pickup, call queue etc and the Customer has not allocated these features to an Authorised User then Wavenet may recover such unallocated features from the Customer's account without liability or obligation to

the Customer. The Customer may replace these features or add additional features at any time

- 1.15. Wavenet may at any time, and from time to time, improve, correct or otherwise modify all or any of the CCaaS Service and/or products, including substituting Software and/or products with Software or Equipment of similar specification, provided that such modification does not materially adversely affect provision of the CCaaS Service to Customer or the functionality of the products. Wavenet will use reasonable endeavours to give the Customer reasonable notice of any such modification, where reasonably practicable
- 1.16. Wavenet will perform the CCaaS Service with reasonable skill and care, except to the extent that the Customer has failed to comply with its obligations in this Agreement, or where the Customer's use of the CCaaS Services is contrary to Wavenet's instructions, or where the CCaaS Services have been modified or altered by anyone other than Wavenet or its authorised Third Party Contractors or Supplier
- 1.17. Subject to clauses 1.18 and 1.19 if the CCaaS Services do not conform to the undertaking in clause 1.16, Wavenet will use reasonable endeavours to correct the defect in accordance with its standard support procedures. Wavenet's standard support service shall be available as per the Agreement except in the case of a total service failure, following which (subject to clause 1.16) Wavenet shall use its reasonable endeavours to resume the CCaaS Services as soon as reasonably practicable.
- 1.18. The remedy set out in clause 1.17 constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 1.16
- 1.19. Notwithstanding the foregoing Wavenet:
 - 1.19.1. does not warrant that the Customer's use of the CCaaS Service will be uninterrupted or error free; nor prevent a security threat or Cyber-attack; nor that the Service will meet the Customer's requirements; and
 - 1.19.2. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the provision of CCaaS Services, and the Customer acknowledges that the CCaaS Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities, including security threat and Cyber-attack; and
 - 1.19.3. shall not be liable to the Customer for any defect in the CCaaS Services to the extent caused by any defect or failure in the Customer's Network
- 1.20. Subject to the Customer's obligations in this Agreement, Wavenet warrants that it will and will maintain all necessary licences, consents and permissions necessary for the performance of its obligations under this Agreement

2. CUSTOMER OBLIGATIONS

- 2.1. The Customer shall:
 - 2.1.1. prepare the Customer Premises and the Customer Network(s) in accordance with

SERVICE SPECIFIC CONDITIONS FOR CCaaS

Wavenet's instructions. The Customer is responsible, at its own cost, for the power supply and arranging alternative power supplies if any temporary supply fails. Installing engineers may refuse to install Equipment if they perceive a hazard or risk

2.1.2. provide Wavenet, its Third Party Contractors or its Supplier with full access to the Customer Premises and Customer Network(s) and make available such information, assistance, office and technology facilities as may be necessary for Wavenet, its Third Party Contractor or its Supplier to provide the CCaaS Services

2.1.3. promptly provide Wavenet with such information and documents as Wavenet may reasonably require for the proper performance of the CCaaS Services

2.1.4. obtain and be responsible for the cost of all third party consents, licences and rights reasonably required in order to allow Wavenet, its Third Party Contractor or its Supplier to provide the Installation Services, including, for example, landlord consents, wayleave consents and access consents and be responsible for complying with any Applicable Laws in relation to the CCaaS Services

2.1.5. supply, at the Customer's cost, all space, power supply access points, cables, trunking, electricity, air conditioning and any other facility as may be specified by Wavenet either within the Order or, following a survey at the Customer Premises, required to enable the Customer to receive the Installation Services and/or the CCaaS Services; and

2.1.6. keep full and up-to-date secure backup copies of the Data on the Customer Network in accordance with good industry practice

2.1.7. indemnify Wavenet for any and all losses or fines incurred by the Customer as a result of Wavenet's inability to access any call recordings

2.2. The Customer shall not permit any member of its staff who is not an Authorised User and/or any other unauthorised third party to access or use the Equipment and/or the CCaaS Services, and the Customer shall ensure that it shall not, and that none of its staff or any third party shall add to, modify and/or interfere with such Equipment and/or CCaaS Services

2.3. The CCaaS Services permit the Customer to upload music files for the music on hold feature. The Customer agrees to obtain all necessary licences and consents required for any such music, and indemnifies Wavenet from any and all liability relating to the Customer's use of this feature

3. CHARGES

3.1. Charges for the CCaaS Services shall be payable by the Customer in accordance with clause 10 of the MSA

3.2. Unless otherwise agreed by Wavenet in writing, any discount specified in the Order shall only apply during the Initial Term

3.3. Wavenet may from time to time vary Charges for any call destinations or Services not stated on the Order without notice and otherwise by giving the Customer reasonable notice where practicable to do so

3.4. Except as stated otherwise in this Agreement, for the purpose of calculating Call Charges all call durations will be rounded up to the next whole minute

4. USE OF THE CCAAS SERVICE

4.1. Customer agrees not to:

4.1.1. license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit the CCaaS Service to any third party

4.1.2. modify, translate, or make derivative works based upon the CCaaS Services

4.1.3. create unauthorised internet "links" to the CCaaS Service, "frame" or "mirror" any content on any other server or wireless or internet-based device or cause harm to the operation of the CCaaS Services

4.1.4. reverse engineer, decompile or disassemble any or all of Services

4.1.5. use the CCaaS Services for any purpose other than to support its internal call centre or business process outsourcing businesses

5. TECHNICAL SUPPORT

Technical support in relation to critical incidents (P1) for the CCaaS Service is available to the Customer 24x7x365 via Wavenet's 24x7x365 Support Desk on 0333 234 0011 or Wavenet's web portal: <https://support.wavenetuk.com>

6. MAINTENANCE OF THE CCAAS

6.1. Wavenet reserves the right to take down applicable servers and infrastructure related to the CCaaS to conduct routine maintenance checks ("Scheduled Maintenance") or in the event of any emergency.

6.2. Wavenet will use reasonable endeavours while performing Scheduled Maintenance to minimise Customer disruption.

6.3. Wavenet will have no liability to the Customer resulting directly or indirectly from downtime or unavailability of the CCaaS or any part of it due to Scheduled Maintenance or emergency maintenance.

7. TERMINATION

Upon termination of this Service, if the Customer is required to pay an Early Termination Charge pursuant to the MSA, the Customer shall pay to Wavenet the Early Termination Charge which shall be calculated:

7.1. in respect of Monthly License User Fee, the per month Charge for the period from termination to the end of the Initial Term or Renewal Period, as appropriate and

7.2. in respect of line rental, the Minimum Monthly Line Rental per month for the period from termination to the end of the Initial Term or Renewal Term (as appropriate); and

SERVICE SPECIFIC CONDITIONS FOR CCaaS

- 7.3. in respect of call and other non-periodic charges, the Minimum Monthly Call Charges per month for the period from such termination to the end of the Initial Term or Renewal Period, as appropriate

8. SECURITY

- 8.1. It is the Customer's responsibility for all authorised and unauthorised access, activities and Charges associated with the Customer's account and/or passwords in connection with use of the CCaaS Services
- 8.2. The Customer is responsible for the security and confidentiality of its passwords, for all Charges incurred from the use of the CCaaS Service with its passwords and for any and all Charges made through the Customer's account by Customer's Authorised Users, employees, agents, principals, consultants, or other entities or individuals in the employ of or engaged by Customer.
- 8.3. The Customer is solely responsible for obtaining and maintaining internet connectivity necessary to utilise the CCaaS Services and Wavenet shall not be liable for any damages arising from the performance of internet services obtained by the Customer in connection with this Agreement.
- 8.4. It is the Customer's responsibility to ensure that its Authorised Users are regularly trained in security awareness, Cyber-Attacks and security threats prevention
- 8.5. Except to the extent included in the CCaaS Service, and identified in the Order, it is the Customer's responsibility to ensure the security and maintenance of its Customer Network, System and Customer Software, and to invest in and implement such appropriate security measures which would be reasonably considered to be best practice in a business of the Customer's size and standing necessary to protect its System, Customer Network and Data, including the Customer's customer data
- 8.6. For payment card data security, the Customer shall ensure that it does not use Wavenet's CCaaS Service to store cardholder data from its customers or end users. Where the Customer selects to encrypt and safeguard call recordings, which may contain cardholder data, the Customer shall purchase additional required Wavenet security products to encrypt and safeguard such call recordings containing cardholder data, which will be detailed in the Order
- 8.7. For Sensitive Category Data security, the Customer shall ensure that it does not use the CCaaS Services to store identification information, passport numbers, driving's licence numbers, national insurance numbers, medical record numbers, health information, insurance information, banking information or other such sensitive data from the Customer's customers or end users being the Customer's Data Subjects as defined by Data Protection Legislation. For the purposes of this paragraph, Sensitive Category Data shall be defined as any data or information relating to:
 - 8.7.1. the racial or ethnic origin of a Data Subject
 - 8.7.2. a Data Subject's political opinions
 - 8.7.3. a Data Subject's religious beliefs or other beliefs of a similar nature
 - 8.7.4. Trade Union within the meaning of the Trade Union and Labour Relations Consolidation Act 1992) membership of a Data Subject
 - 8.7.5. a Data Subject's physical or mental health or condition(s)
 - 8.7.6. a Data Subject's sexual orientation
 - 8.7.7. the commission or alleged commission of any offence a Data Subject
 - 8.7.8. any proceedings for any offence committed or alleged to have been committed by a Data Subject, the disposal of such proceedings or the sentence of any court in such proceedings
- 8.8. To the extent Customer selects to encrypt and safeguard its call recordings which may contain Sensitive Category Data, the Customer shall purchase one of Wavenet's approved encryption options to encrypt and safeguard any call recordings containing such Sensitive Category Data which shall be detailed on the Order

9. COMPLIANCE WITH APPLICABLE LAW

- 9.1. Customer agrees to comply with all applicable law and industry guidelines related to or connected with providing, selling, licensing, and delivering information services and telecommunications services and products. Customer assumes all liability and responsibility for its use of the CCaaS Services in compliance with any Applicable Laws and industry guidelines pertaining to the use of telephones, email, SMS, fax, automated telephonic equipment and other telephony and telecommunications products and services including without limitation applicable Data Protection Legislation. The Customer agrees that neither Wavenet nor its Supplier shall be responsible for Customer's illegal or fraudulent use of the CCaaS Service, and Customer fully indemnifies Wavenet and its Supplier for any and all claims, liabilities, penalties, fines or expenses, including reasonable legal fees incurred by Wavenet and/or its Supplier based upon Customer's illegal or fraudulent use of the CCaaS Service
- 9.2. For "Do Not Contact" Compliance, the Customer agrees that if it is advised by any party that they do not wish to receive communications from the Customer via the CCaaS Service, then Customer shall promptly add such party to its internal Do Not Contact list in the Customer's CCaaS Service account and thereafter, the Customer shall refrain from contacting such party unless or until such time as Customer's own policies require further contact to be made. The Customer is solely responsible for maintaining and checking any external suppression or Do Not Contact lists and for obtaining any required consents and/or releases from such party or parties to whom, or to which, the Customer intends to send communications using the CCaaS Service. The Customer agrees to periodically review the list of recipients to be contacted, to contact only those persons who the Customer is legally permitted

SERVICE SPECIFIC CONDITIONS FOR CCaaS

to contact from Customer's customer data, and only in the manner permitted, under Applicable Law

- 9.3. If the Customer is not familiar with laws regarding use of automated telephonic equipment and marketing, the Customer should seek the appropriate legal advice prior to use of the CCaaS Service.

10. REPRESENTATIONS AND WARRANTIES

- 10.1. Each party represents and warrants to the other party that
- 10.1.1. it has the power and authority to enter into and perform all obligations under this Agreement (including any service orders and its various addenda) and;
- 10.1.2. it will comply with all Applicable Laws in its performance under this Agreement.
- 10.2. Wavenet represents and warrants throughout the Term that:
- 10.2.1. the Services will be performed in accordance with the Service Specification and the Service Level Agreement and with reasonable skill and care
- 10.2.2. it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement
- 10.2.3. the Services will be performed using appropriately qualified and experienced staff
- 10.3. Without prejudice to Customer's other rights and remedies Wavenet shall pay the Customer the service credits as are set out in the Service Level Agreement in accordance with clause 1.17 and, in addition to the result of Wavenet's failure to achieve any of the service levels set out in the Service Level Agreement
- 10.4. Wavenet makes no warranty as to any results that may be obtained by the Customer in the use of the Services. The Customer accepts that the Services may be inaccessible or inoperable from time to time due to reasons beyond Wavenet's reasonable control including but not limited to (i) Customer equipment malfunctions; or (ii) service interruptions caused by independent telecommunications providers that provide voice and data connectivity to Customer's data centres

11. OWNERSHIP OF MATERIALS AND RIGHTS

- 11.1. The Services are proprietary to Wavenet (or, as applicable the Supplier) and are protected by intellectual property laws and international intellectual property treaties.
- 11.2. The Customer Data, any text, recorded messages and/or voice conversations transmitted via the Services are proprietary to Customer. Except for the right to access and use the Services granted by Wavenet to Customer for the purpose of this Agreement
- 11.3. Nothing in this Agreement shall convey, transfer or assign any right, title or interest in either party's proprietary materials to the other party

- 12.1. Wavenet hereby grants to the Customer, for the term of this Agreement only, a non-transferable, non-exclusive, limited licence to:

- 12.1.1. use the CCaaS Services solely for the purposes of integration with the Customer's existing systems and applications in accordance with this Agreement; and
- 12.1.2. use and access the CCaaS Services solely for End Users and in accordance with the Documentation.
- 12.2. The Customer agrees that all rights to use and otherwise exploit the CCaaS Services not expressly granted to the Customer in the Agreement are reserved by Wavenet and its third party licensors or vendors, as applicable.
- 12.3. The Customer acknowledges and agrees that the CCaaS Services contain trade secrets, confidential information and other valuable proprietary information owned by Wavenet or the relevant Vendors.
- 12.4. Except to the extent permitted by Relevant Laws, the Customer shall not and shall not allow End Users to sell, transfer, lease or disclose the CCaaS Services to a third party. Wavenet may electronically monitor the Customer's use of the CCaaS Services for compliance with the licence terms and restrictions set out in this paragraph 12.
- 12.5. Wavenet and/or where applicable the relevant Vendors shall retain sole and exclusive ownership of, and all right, title and interest in and to the CCaaS Services and Documentation, as well as any graphical user interface modifications or other modifications made by or for the Customer to the same and all documentation, suggestions, ideas, improvements, data, feedback, evaluation materials, reports, presentations, records, designs, technology, inventions, know-how, works of authorship, software, specifications, modifications and other materials, information and any other intellectual property made, developed, conceived or reduced to practice by Wavenet in the performance of the Agreement, (collectively, "**Results**"). To the extent necessary to effect this intention, the Customer hereby assigns to Wavenet any and all right, title and interest in and to the CCaaS Services, and Results, and shall take all actions necessary to accomplish such assignment.
- 12.6. Customer Data
- 12.6.1. As between the parties, all Customer Data shall be owned by the Customer.
- 12.6.2. To the extent that Customer Data constitutes information relating to End Users, that information may only be used by Wavenet for the purpose of performing its obligations under this Agreement and Wavenet may not sell, licence or provide any End User information to any third party.
- 12.6.3. For the avoidance of doubt, nothing in this Agreement shall prevent Wavenet from disclosing Customer Data where it is required to do so by law or upon request of any regulatory or governmental authority.

12. LICENCE AND INTELLECTUAL PROPERTY

SERVICE SPECIFIC CONDITIONS FOR CCaaS

13. SURVEYS

- 13.1. As part of the Implementation Period, Wavenet may, in its sole discretion, conduct a survey of the Customer Premises
- 13.2. The survey will be based on the information available to Wavenet at the time it conducts the survey and will:
- 13.3. confirm whether, in Wavenet's opinion, Wavenet can provide the Equipment and/or Services in accordance with the Order or whether any changes to the Order will be required including, without limitation, any changes to Customer Equipment, Equipment, Services and/or Charges
- 13.4. specify any technical requirements and any associated Charges
- 13.5. The results of the survey will be provided to the Customer by Wavenet via email. Upon receipt of the Customer's approval of the results of the survey, and such approval shall be deemed provided by the Customer to Wavenet, if the Customer fails to confirm its rejection of such results within 5 Business Days of its receipt, the changes to the Order set out in the survey results will apply and Wavenet will issue confirmation of those changes in writing, via email, to the Customer
- 13.6. Where the Customer rejects the results of the survey, the Order will be cancelled and will not be binding upon either party. Upon cancellation of the Order, Wavenet will invoice the Customer for all costs arising from or in connection with any survey(s) carried out by Wavenet in accordance with this clause 4, which shall be paid by the Customer on 14-day payment terms

14. EQUIPMENT

- 14.1. Any Rental Equipment, Sale Equipment and/or Trial Equipment and, for the avoidance of doubt, excluding Customer Equipment (together "**Equipment**") required for the provision of the Services will be set out in the Order
- 14.2. Wavenet reserves the right to amend or substitute the Equipment if required by any applicable statutory or regulatory requirement or to improve the provision of the Services
- 14.3. The Customer agrees that it will:
 - 14.3.1. use the Equipment only in connection with the Services, and for no other purpose
 - 14.3.2. use its best endeavours to keep the Equipment free from any loss or damage
 - 14.3.3. promptly notify Wavenet of any malfunction, loss or damage to the Equipment
 - 14.3.4. not sell or loan the Equipment to any person or create any charge, lien or other encumbrance over the Equipment
 - 14.3.5. insure the Equipment against loss or damage caused by any accident or the Customer's negligence, or that of its employees, agents or subcontractors, with a reputable insurance

firm to the full replacement value of the Equipment

- 14.4. Wavenet will ensure that:

- 14.4.1. the Equipment is delivered to the Customer Premises during the Implementation Period in time for its scheduled installation or, if Wavenet is not installing the Equipment, prior to the Start Date of the Services for which such Equipment is required

- 14.4.2. each delivery of the Equipment is accompanied by a delivery note which shows the date of the Order and the type and quantity of Equipment.

- 14.5. Wavenet will deliver the Equipment to the Customer Premises as set out in the Order on a date agreed with the Customer

- 14.6. Delivery of the Equipment will be completed upon Wavenet's or Wavenet's Supplier's unloading of the Equipment at the Customer Premises

- 14.7. Any dates quoted for delivery of the Equipment are approximate only, and the time of delivery is not of the essence. Wavenet shall not be liable for any delay in delivery of the Equipment that is caused by a Force Majeure Event or the Customer's failure to provide Wavenet with adequate delivery instructions or any other instructions that are relevant to the supply and delivery of the Equipment

- 14.8. If the Customer fails to take delivery of the Equipment then, save where such failure or delay is caused by a Force Majeure event or by Wavenet's failure to comply with its obligations under this Agreement for delivery of the Equipment, the Equipment will be stored by Wavenet and the Customer will be charged for all related costs and expenses in relation to such storage, and any delivery or logistic costs incurred by Wavenet including insurance costs

- 14.9. If the Customer does not accept delivery of the Equipment within 10 Business Days after Wavenet's attempt to agree a date for delivery of the Equipment with the Customer, Wavenet may resell, or otherwise dispose of, part or all of the Equipment

- 14.10. Wavenet warrants that, on delivery, the Equipment will work appropriately in conjunction with the related Services

- 14.11. Wavenet specifically excludes any implied or express representation, warranty or similar that the Equipment and/or Services supplied by Wavenet will:

- 14.11.1. be fit to operate in conjunction with any hardware, software or systems other than with those that are specifically identified as being compatible for the supply of Services in accordance with this Agreement

- 14.11.2. operate uninterrupted or error-free

- 14.11.3. have any program defects detected and/or corrected

- 14.12. Wavenet does not warrant that the Equipment, and/or Services will prevent or restrict any fraudulent intrusion, hacking or similar and the Customer shall be responsible for putting in place adequate security measures to prevent the

SERVICE SPECIFIC CONDITIONS FOR CCaaS

fraudulent use of the Equipment and/or the Services and the Customer's other Systems and processes including, without limitation, hacking, toll fraud, rogue dialling or any other form of fraud that may result in the Customer incurring sums in addition to the Charges

14.13. Wavenet will use reasonable endeavours to provide the Customer with the benefit of any manufacturer's warranty that applies to the Equipment

14.14. Wavenet will not be liable for the Equipment's failure to comply with the warranty in clause 14.10 if:

14.14.1. the Customer makes any use of the Equipment after giving a notice in accordance with clause 14.15

14.14.2. the defect arises due to the Customer's failure to follow Wavenet's instructions as to the installation, commissioning, use or maintenance of the Equipment or in the absence of such instructions, good trade practice

14.14.3. the Customer alters or repairs such Equipment without Wavenet's written consent

14.14.4. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions

14.14.5. the Equipment differs from the Order as a result of changes made to ensure the Equipment complies with applicable statutory or regulatory standards, or to improve the provision of the Services

14.15. Subject to clause 14.14, Wavenet will, at its option, repair, replace or refund the price in full of any defective Equipment if:

14.15.1. the Customer gives written notice to Wavenet, within 1 working day of discovery that some or all of the Equipment does not comply with the warranty set out in clause 14.10

14.15.2. Wavenet is given a reasonable opportunity by the Customer to examine the Equipment

14.15.3. the Customer, upon request, returns such Equipment, to Wavenet at the Customer's cost, and risk in the Equipment shall remain with the Customer until such Equipment is signed for as an accepted return to Wavenet

14.16. The Customer may reject any Equipment delivered to it that does not comply with clause 14.10, provided that the Customer provides written notice of rejection to Wavenet:

14.16.1. in the case of a defect that is apparent on delivery, within 5 Business Day of delivery;

14.16.2. in the case of a latent defect, within a 1 Business Day of the latent defect having become apparent

14.17. If the Customer fails to give notice of rejection of the Equipment in accordance with clause 14.16, Equipment shall be deemed accepted by the Customer

14.18. Except as provided in this clause 14.22.2, Wavenet will have no liability to the Customer in

respect of the Equipment's failure to comply with the warranty set out in clause 14.10

14.19. The terms of this clause 14 will apply to any repaired or replacement Equipment supplied by Wavenet. The risk in the Equipment will pass to the Customer upon completion of delivery

14.20. Title to the Rental Equipment and Trial Equipment will not pass to the Customer at any time

14.21. Title to the Sale Equipment will not pass to the Customer until Wavenet receives payment in full

14.22. Until title to the Sale Equipment has passed to the Customer, the Customer will:

14.22.1 not remove, deface or obscure any identifying mark or packaging on or relating to the Sale Equipment

14.22.2 maintain the Sale Equipment in satisfactory condition and keep it insured against all risks for its full price on Wavenet's behalf from the date of delivery

14.22.3 notify Wavenet immediately if it becomes subject to any of the events listed in clauses 14.2.1 and/or 14.2.2 of the MSA.

14.22.4 give Wavenet such information relating to the Sale Equipment as Wavenet may require from time to time.

14.23. Within 14 calendar days of Service termination, the Equipment, excluding Sale Equipment where title of the equipment has passed to the Customer in accordance with clause 14.21, must be returned in good working condition to Wavenet at the Customer's cost and risk. If the Customer fails to return the Equipment within the specified period, Wavenet reserves the right to charge the Customer a rental fee of £25.00 plus VAT per item per day, or such other amount as may be notified to the Customer by Wavenet, to be added to the Customer's monthly invoice payable to Wavenet until the Equipment is returned to Wavenet in accordance with this clause 14.23.

15 IMPLEMENTATION AND ACCEPTANCE

15.20. Wavenet may notify the Customer when either Wavenet, or its Third Party Contractors have supplied, installed, configured and/or programmed the Customer Equipment, Equipment and/or Service. If expressly referred to in the Order, the Customer will then perform Acceptance Tests

15.21. If the Customer discovers any material non-conformity in the installation, configuration and/or programming of the Customer Equipment, or the operation of the Equipment and/or Services when performing the Acceptance Test, the Customer will notify Wavenet of the same within 5 days of such discovery

15.22. To the extent that such non-conformities will have, in Wavenet's reasonable opinion, a material detrimental effect on the Equipment and/or Services, Wavenet will use reasonable endeavours to remedy such non-conformities

15.23. Acceptance will take place on the earlier of:

15.23.1 The Customer's written confirmation to Wavenet that the Acceptance Tests have been performed and no material non-conformities have been discovered

SERVICE SPECIFIC CONDITIONS FOR CCaaS

- 15.23.2 5 Business Days from the date of Wavenet's notification to the Customer that it has completed the supply, installation, configuration and/or programming of the Customer Equipment, Equipment and/or the Services
- 15.23.3 5 Business Days after the date on which any notified non-conformities were remedied
- 15.23.4 immediately upon Wavenet's demonstration that any notified non-conformities will not, in Wavenet's reasonable opinion, have a detrimental effect on the Equipment and/or Services

16 DUAL RUNNING

- 16.20 The Customer will bear all costs arising from, or in connection with, Dual Running including failure to comply with clause 16.2
- 16.21 The Customer hereby undertakes to notify and instruct its previous service provider to cease the provision of any equipment and/or services which are replaced by the Equipment and/or Services at the end of the Implementation Period or such other period as the parties agree
- 16.22 Where the Customer requires a replacement Service from Wavenet the Customer hereby undertakes to notify Wavenet in accordance with clauses 3.2 and 18.3 otherwise the Customer is responsible for all Charges relating to the dual running Service or Services
- 16.23 For the avoidance of doubt, Wavenet excludes all loss, damage, costs, expenses and any other liability suffered or incurred by the Customer arising from or in connection with any delay in the provision of the Equipment and/or Services, including any need for the Customer's previous service provider to continue providing any equipment and/or services which are to be replaced by the Equipment and/or Services, beyond the end of the Implementation Period

SCHEDULE 1 - FIVE9 SERVICE LEVEL AGREEMENT & 8x8 SOFTWARE TERMS

- 1. These are terms and conditions for the provision of Five9 Services
 - 1.1 Wavenet Five9 CCaaS Service Availability. Wavenet's Five9 CCaaS Service shall be available to make and receive calls on a twenty-four (24) hours a day/ seven (7) days a week basis, with targeted uptime of at least 99.99% on a calendar month basis, exclusive of permitted downtime (the unavailability of the VCC Service because of either Scheduled Maintenance or events beyond the reasonable control of Wavenet.)
 - 1.2 For purposes of clarification, Customer understands that events beyond the reasonable control of Wavenet include, but are not limited to,
 - 1.2.1 Customer's network or equipment malfunctions;
 - 1.2.2 service interruptions for inbound direct dial (i.e. non-toll free) service caused by the independent telecommunications providers Wavenet contracts with to provide voice

connectivity to the Five9 data centres and the VCC; or

- 1.2.3 force majeure events as defined in the Agreement.
- 1.3 Wavenet and Five9 regularly publishes its scheduled periodic maintenance windows and agrees to notify Customer with no less than 30 days' notice of system maintenance activities within these windows ("Scheduled Maintenance") Other than for Scheduled Maintenance, Wavenet shall promptly notify Customer in the event the VCC Service becomes inaccessible and shall use reasonable efforts to resume performance of the VCC Service as soon as practicable.
- 1.4 European Data Centres: When needed, Scheduled Maintenance shall occur on Wednesday and/or Saturday between the hours of Midnight and 3am UTC.
- 1.5 In the event Wavenet does not meet the Service Availability listed above for three consecutive calendar months, Customer shall have the right to terminate the Agreement without penalty. Wavenet agrees that upon settlement of any and all outstanding charges owed by Customer, Wavenet will refund the pro-rata portion (remainder in months, rounded down) prepaid
 - VCC Agent Seat fees for service not yet delivered; and any remaining, unused pre-paid long distance. Customer understands that termination of this Agreement does not entitle Customer to a refund of any fees for services delivered by Wavenet up to the date of termination.
- 1.6 In the event Wavenet does not meet the Service Availability listed above, Customer shall be eligible to receive a service credit for the affected month. To receive a credit, Customer must make a written request to Wavenet (to Wavenet Customer Support and/or your account manager) within 30 days of the service incident. Amount of service credit will depend upon length and severity of service outage and shall be calculated as a percentage of monthly VCC Agent Seat fees (excluding telecom charges that may be included) for a given calendar month as shown below.
- 1.7 For monthly down time in excess of 0.01% Service Availability of:
 - 1.7.1 Less than two hours excess:
 - Credit of 3.5% of all monthly access and user profile fees, outages less than 30 minutes in length are excluded from this provided (a) there are no more than one (1) in any given calendar month and/or (b) they are not part of an ongoing recurring problem.
 - 1.7.2 Two or more hours:
 - Credit of a further 3.5% for each additional 2hour period, or part thereof, of all monthly access and user profile fees

2. 8x8 SOFTWARE TERMS

- 2.1 These are terms and conditions for the provision of 8x8 Cloud Services
- 2.2 The Customer hereby acknowledge that any proprietary rights in any Third Party Software supplied hereunder including, but not limited to, any title or ownership rights, patent rights, copyrights and

SERVICE SPECIFIC CONDITIONS FOR CCaaS

trade secret rights, shall at all times and for all purposes vest and remain vested in the Third Party Software owner. It is the Customer's sole responsibility to comply with any terms and conditions of any license attaching to Third Party Software supplied and delivered by Wavenet (including, if so required, the execution and return of a Third Party Software license). The Customer's failure to comply with such terms could result in the Customer being refused a software license or having it revoked by the proprietary owner, notwithstanding other remedies included in the relevant license or by law. The Customer further agrees to indemnify Wavenet in respect of any costs, charges or expenses incurred by Wavenet as a result of any breach by the Customer of such terms and conditions. No title or ownership of software products or any Third Party Software licensed to the Customer is transferred to the Customer under any circumstances. If open source software is supplied Wavenet are not liable for defects in title or quality of the information, software or documentation, in particular for ensuring that it is correct, accurate, free of third-party property rights and copyrights, complete and/or usable. This does not apply in respect of malicious concealed defects, noncompliance with a guarantee of quality, upon death or personal injury and in the event of wilful or grossly negligent breaches of duty. Open source software may be subject to terms and conditions provided by the owner or licensor of the open source software. The Customer will be responsible for complying with any such terms and conditions.

- 2.3 Wavenet make no guarantee that the 8x8 Software satisfies the Customer's demands, that the 8x8 Software is compatible with other products, or will operate without interruption or faults, or that errors can be rectified.
- 2.4 In return for payment of the fees hereunder, Wavenet grant the Customer a non-perpetual, non-exclusive, terminable, worldwide and limited license to the 8x8 Software for use exclusively in the Customer's business operations, on the terms set out in this Agreement and Appendix A. Any such rights to use copies of the 8x8 Software shall not be transferable by the Customer to third parties.
- 2.5 Wavenet will supply the 8x8 Software in machine readable form only (object code). Any claim to the surrender of the source code is excluded.
- 2.6 Any activation codes or license codes under this Agreement shall be provided to The Customer for use in conjunction with the associated copies of the 8x8 Software only.
- 2.7 The 8x8 Software must be installed and configured according to the respective documentation and in accordance to the compatibility list provided on 8x8's Cloud Portal. The 8x8 Software tracks, counts and reports via an automatic process the use of all feature licenses by the Customer to 8x8.
- 2.8 The 8x8 Software may contain freeware and/or open source software that is available free of charge. No license fee is charged for the use of such software under this Agreement. The Customer acknowledge that certain terms and conditions may apply to the use and distribution of freeware and open source software that may form part of the 8x8 Software. The Customer will comply with any such terms and conditions. The 8x8 Software will be supplied in object code only. The source code will not be provided, save where and to the extent that any open source software license mandates this.
- 2.9 The Customer is not entitled to decompile or reverse engineer the 8x8 Software, to remove parts of it or to take other measures which may result in the acquisition of the source code for the 8x8 Software, except as provided by mandatory law.
- 2.10 The Customer shall not remove alphanumeric identification characters, trademarks, and copyright notices. With regard to authorized copying, the Customer shall copy it unaltered, give all the copies a consecutive number from which all the 8x8 Software serial numbers are also to be inferred and record the whereabouts of all copies which may be examined on request. Mandatory copyright provisions shall be unaffected.
- 2.11 If data media contain several 8x8 Software products, the Customer shall only use the 8x8 Software products that are licensed to the Customer. The unbundling or repackaging for sale, resale or marketing otherwise is not permitted.
- 2.12 Upon delivery and installation of upgrades, the Customer shall have no further rights with regard to the replaced 8x8 Software product. Subject to applicable document retention obligations and/or due to evidence protection purposes existing copies shall as requested by Wavenet or 8x8, either be destroyed by the Customer with evidence provided or returned to us.
- 2.13 If and to the extent that the Customer is supplied with updates or upgrades of the 8x8 Software, e.g., as part of liability for material defects or in the course of customer service, the same shall be subject to the provisions of this clause 16 accordingly (mutatis mutandis).
- 2.14 If and to the extent that activation codes or license codes are provided under this Agreement, the Customer shall not disclose these codes to third parties.
- 2.15 The Customer may backup data in accordance with the standards of technology and make the necessary backup copies of the installed 8x8 Software and may make a backup copy of each licensed 8x8 Software product.
- 2.16 The Customer undertakes to maintain detailed records and a documentary archive which will enable Wavenet and/or 8x8 to carry out straightforward verification of the Customer's compliance with the terms and conditions of this Agreement.
- 2.17 The provisions of this clause 16 shall apply mutatis mutandis to updates, upgrades, patches or newer versions of the 8x8 Software which Wavenet make available to the Customer (e.g., to correct defects or in the course of customer service).
- 2.18 Wavenet reserve all rights not expressly granted.
- 2.19 Except as specifically set out in this clause 16 and other than for breach of obligations Wavenet have by statute that may not be disclaimed, Wavenet disclaim and exclude all other warranties, whether express or implied or otherwise, including but not limited to the

SERVICE SPECIFIC CONDITIONS FOR CCaaS

warranties of description, design, non-infringement, satisfactory quality and fitness for a particular purpose, absence of harmful software code, or arising from any previous course of dealing, usage or trade practice.

2.20 Customers who take 8x8 services from Wavenet can find information regarding how their GDPR policy impacts you at <https://support.8x8.com/support-services/support/8x8-gdpr>

2.21 8X8 Software Reporting

2.21.1 Every day the 8x8 Software counts the maximum number of supported feature licences and records this usage. The highest of those counts per Reporting Period determines the number of feature licences for which The Customer will be invoiced.

2.21.2 The 8x8 Software requires permanent access to the internet to allow the 8x8 Software to send use reports to 8x8. The Customer shall ensure that the 8x8 Software is connected to the internet at all times.

2.21.3 If the 8x8 Software is not connected to the Internet properly or in case of any other reason for a disconnection and 8x8 is not able to collect use reports automatically, the 8x8 Software issues a notification to You. The use report must be successfully transmitted to 8x8 within 30 days after the first day of the disconnection with the internet. In case that 8x8 has not received the use report within these 30 days, the 8x8 Software will immediately stop working. The 8x8 Software can be reactivated by the reconnection with the internet. In some cases the reactivation may require service activities by trained service personnel. The incurred cost for the reactivation will be covered by the Customer.

2.21.4 In the case of more than six Zero Use Reports for a particular 8x8 Software product, we and/or 8x8 are entitled to deactivate that 8x8 Software product.

2.21.5 If the automatic process described in this clause 16 fails and a manual collection of usage information becomes necessary in order to prepare a use report, The Customer shall allow Wavenet and/or 8x8 on site access to the respective 8x8 Software. In this case we will not charge for the manual collection of usage information.

Appendix A - Supplementary Licensing Conditions for the Use of 8x8 Software by End Users

1. Software License

- 1.1. On the basis of the following terms, The Customer is granted usage rights for the software (a licence) either for an unlimited time in return for a one-off payment or limited in time in return for an ongoing fee. The Customer will receive this license exclusively within the framework of a separate contract, e.g. a software delivering contract, which is to be concluded separately, either with 8x8 or with a dealer authorized by 8x8.
- 1.2. 8x8 and its suppliers shall have all rights and title to the intellectual property of the Software. The Software is protected by both copyright acts and international treaties as well as by other acts and agreements on intellectual property. Use of the Software is only permitted within the scope of these contractual provisions.
- 1.3. Software Products, specifically third party Software or Open Source Software, may be subject to specific license terms of the respective licensor. Such specific license terms will be referred to during the installation routine or in the accompanying documentation. Any installation or use of the Software is subject to Your acceptance of those specific license terms. In the event that The Customer does not accept the specific license terms, The Customer is not entitled to use the Software. In this case, The Customer may, as your sole remedy, rescind the contract with regard to the relevant Software product. The Customer shall return the Software products and Documentation to us. We shall refund to the Customer the license fee paid for the relevant Software product.
- 1.4. Software shall only be licensed in machine-readable form. However, insofar as the terms of license for Open Source Software provide for provision of the source code, We shall make this available at Your request in return for corresponding reimbursement of expenses.
- 1.5. We may rescind the granting of the usage rights (license) as described in this document in writing in its entirety or with regard to a particular Software product if the Customer breaches material obligations arising from this document, in particular the terms of license below, and has not remedied this breach within 30 days after receipt of it's notice of such breach.

2. Definitions

- 2.1. Software includes the entire contents of the files and data media supplied to You. These include, among other things computer information and programs from 8x8 or third parties in object code and associated written explanatory material (documentation)
- 2.2. In addition, the term Software includes Updates, Upgrades, modified versions, supplements and copies of the Software.
- 2.3. Software products are the computer programs listed in the contract in object code format.
- 2.4. An Update is Software with the focus on bug fixing and if necessary, minor, functional supplements (e.g. additional drivers).
- 2.5. An Upgrade is a new version/functional expansion, if necessary with bugfixes for old versions, the licensing of which requires a valid license for a defined prior release.
- 2.6. Client Access License (or CAL) shall be used with the meaning as set forth under clause 3.4 below.

- 2.7. A Client employs the services of a server in a network in Your company. Depending on the type of functionalities which the Server Software provides, Clients may be, for example, users, agents, equipment, identities or communication channels, etc. The type and number of Clients with user rights are defined in the Agreement.
- 2.8. In contrast to Single-user Software, Server Software is a program which is installed on a server computer (host) and which Clients access to make use of the functionalities of the software.
- 2.9. Firmware means Single-user Software which is embedded in microcontrollers of various electronic devices (e.g. telephone terminals).
- 2.10. A Network License is a license which entitles the Customer to use the Software within Your network, as described in clauses 3.3 and 3.5 below.

3. Your usage rights

- 3.1. The Customer has the non-exclusive right to use the software licensed to the Customer as per the Agreement for internal purposes. To this end, in the case of Server Software the Customer may install a copy of the respective Software Product on a single server, provided that the maximum permissible number of processors per server is not exceeded when using multiprocessor servers.
- 3.2. In the case of data media which contain several Software products, the Customer shall only use the Software licensed for the Customer in the Agreement. The unbundling or repackaging of Software for sale or resale is not permitted.
- 3.3. If a license for Server Software is stipulated as a Network License in the Agreement, the Customer shall be entitled, by way of derogation from Clause 3.1, to install the Software on any number of servers within Your own network. The number of servers actively operated with this Software in Your network results from the number of licenses agreed, unless agreed otherwise in writing.
- 3.4. For every Client that accesses a server, dependent on the respective Software Product, a Client or Client Access License (hereinafter Client Access License or CAL) must be purchased for the corresponding server Software.
- 3.5. If CAL are stipulated as network licenses, by way of derogation from Clause 3.4 the number of Clients accessing the server Software simultaneously may not exceed the number of CALs agreed in the Network License.
- 3.6. For single-user Software, the Customer may install a copy of the respective Software Product on a single computer per license. In addition, the Customer may install a copy of the respective Software on a file server in Your own internal network in order to be able to download the Software to other computers in Your internal network up to an agreed number and to install it on them, provided that Single-user Software enables such an installation routine. Any other use of Single-user Software in a network is prohibited.
- 3.7. The Customer may not decompile or disassemble the Software, remove any program parts, undertake reverse engineering or otherwise try to derive the source code, except as provided by mandatory law.
- 3.8. The Customer shall for an unlimited time period keep the Software including copies and documentation confidential. This obligation also applies to the Software in revised, expanded or altered versions.
- 3.9. Without prior written permission by Wavenet the Customer may not lease, lend, sublicense the rights to the Software, give or assign it to third parties for

SERVICE SPECIFIC CONDITIONS FOR CCaaS

use, copy the Software or permit copying of the Software either in part or whole, except in the cases expressly permitted in this document or permitted by Law. No entitlement to such a written consent exists. If the Customer received the software in return for a one-off payment, selling the Software and transferring the License is permitted only to the extent to which the Customer were originally entitled. In case of a permitted transfer the Customer ensures and warrant, that the third party accepts the obligations under this Appendix and that the Customer transfer the serial number(s), Software and other Software or hardware supplied or packed with the Software or preinstalled on it, including all copies, Updates and earlier versions to this natural person or legal entity, The Customer do not retain any copies, including backups and other copies stored on a computer. Upon transfer of the Software to the third party all usage rights previously granted to The Customer expire.

- 3.10. The Customer may backup data in accordance with the standards of technology and make one (1) backup copy of the licensed Software.
- 3.11. The Customer shall not remove alphanumeric identification characters, trademarks and copyright notices. With regard to authorized copying, the Customer shall copy it unaltered, give all the copies a consecutive number from which all the Software serial numbers are also to be inferred and record the whereabouts of all copies which 8x8 may examine on request. Mandatory copyright provisions shall be unaffected.
- 3.12. Provided that the Software requires activation, the Customer shall activate the Software within 30 days of its initial installation, only then is the installation complete. The necessary information for this must be entered by the Customer in the manner described in the installation sequence of the Software. After alterations have been made to the hardware, it may be necessary to reactivate the Software.
- 3.13. If activation does not take place within 30 days of initial installation, the Software may be disabled for further use upon expiry of this deadline. By entering a valid activation code which can be requested from Wavenet at any time upon proof of authorization, however, the Customer have the option of activating the Software again.
- 3.14. For standard Software, we shall provide documentation, e.g., for features, special functions, hardware and Software requisites, installation requirements, conditions of use and operation (hereinafter: user documentation). This may also be provided electronically, e.g., per provision in the internet.
- 3.15. Every supplementary program code (e.g., patch) which is made available to the Customer as part of a service or under warranty shall be subject to the conditions of this contract, unless otherwise agreed in an individual case.
- 3.16. Upon delivery and installation of Upgrade or migration versions of Software, the Customer shall have no further rights with regard to the replaced version. Existing copies shall either be destroyed by the Customer with evidence provided or returned to us.
- 3.17. For Firmware the provisions of this Clause 3 shall apply analogously, however, Firmware may only be used or passed on to third parties with the respective accompanying hardware.

4. Limited warranty

- 4.1. We give no guarantee that the software functions will satisfy Your requirements, that the software

products will work together in the selection that has been chosen, that they will run without interruption and faultlessly, or that all software faults can be removed.

- 4.2. Warranty claims and other liability claims and/or claims for the refund of expenses against Wavenet will only be available to the Customer to the extent that they have been agreed in a software licensing contract that has been concluded directly between The Customer and us. Other claims against us, irrespective of their legal basis, are excluded, unless liability is mandatory by law.
- 4.3. Otherwise, the warranty and liability conditions agreed within the framework of the software licensing contract concluded between the parties (see clause 1.1 above) will apply exclusively.

5. Legally ineffective terms

- 5.1. If individual terms are legally ineffective or are impracticable on legal grounds, the validity of these license conditions will not otherwise be affected. In such a case, the parties will conclude an agreement that replaces the term concerned with an effective term that is as equivalent to it as possible in economic terms.

6. Export permits

- 6.1. Our obligations are subject to the proviso that the fulfilment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos or other sanctions.
- 6.2. Subsidiary agreements must be made in writing.

SERVICE SPECIFIC CONDITIONS FOR CCaaS

SCHEDULE 2 - RINGCENTRAL SERVICES

1. DEFINITIONS

1.1 Capitalised terms used in this schedule 2 shall have the following meanings for the purposes of this schedule only:

"Additional Calling Credits" means minutes for RingEX Services that can be purchased in addition to any Inclusive Minutes which are included in the relevant RingEX Tier purchased;

"Additional Charges" means any charges which the Customer may incur as a result of: (i) the activation of additional features; (ii) exceeding the agreed usage or storage thresholds; and/or (iii) any other usage;

"Additional Services" means any RingCentral Services which are added to an existing Customer Account;

"Administrative Portal" means the online administrative portal through which administrators can control settings and manage their accounts;

"Auto-Purchase" means the automatic addition of Calling Credits to the Customer Account when the combined usage of all End Users exceeds the total Inclusive Minutes associated with the relevant RingEX Tier (together with any pre-purchased Additional Calling Credits) or when an End User makes calls which attract Additional Charges. The value by which such Calling Credits will be added to the Customer Account is as specified in the Order, or if no amount is specified, then in increments of £20;

"Calling Credits" means any minutes available for use on a Customer Account, whether Inclusive Minutes, Additional Calling Credits or credits added using the Auto-Purchase feature;

"Contact Centre Services" means either RingCentral Contact Centre Services or RingCX Services as identified in the Order;

"Contact Centre Services Fee" means the fee payable in respect of the Contact Centre Services, including: (i) the licence fee per Seat; (ii) Usage, including any overage; and (iii) any other charges and fees as set out in the Order;

"Agreement Seats" means any Seats which are added for the duration, or remaining duration, of the Term other than On-Demand Seats;

"Current Term" means the Initial Term, or where the Initial Term has ended, the current Renewal Term;

"Customer Account" means the numbered account established by the Vendor and associated with the Customer and the RingCentral Services Services;

"End Points" means an application or device through which any End User might access and/or use any of the RingCentral Services Services, including Internet Protocol ("IP") desk phones, desktop clients, web clients, mobile applications, and/or software integrations;

"EULA" means the RingCentral Terms of Service which can be found at: <https://www.ringcentral.com/gb/en/legal.html>;

"Extension-to-Extension Calls" means calls made and received between End Points on the Customer Account with the Vendor, regardless of whether the calls are domestic or international;

"External Calls" means calls made to or received from external numbers on the PSTN that are not on the Customer Account with the Vendor;

"Inclusive Minutes" means the number of minutes included as standard with the relevant RingEX Tier specified in the Order. Domestic minutes are apportioned on a per End User basis and are pooled at an account level and free-phone minutes are apportioned per account;

"International Minutes" means RingEX Calling Credits specifically designated for international calls;

"Minimum Seats" means the number of Agreement Seats as identified in the Order and for which the Customer will be invoiced regardless of the use thereof;

"On-Demand Rate" means the charges payable in respect of On-Demand Seats which are invoiced at a per Seat premium in addition to the Contact Centre Services Fee;

"On Demand Seats" means Seats which can be added on an ad-hoc basis for as long as required and which may be removed during the Current Term;

"RingCentral Contact Centre Rate Card" means the rate card applicable to RingCentral Services Contact Centre Services which is available on request;

"RingCentral RingCX Rate Card" means the rate card applicable to RingCentral Services RingCX Services which is available on request;

"PSTN" means a public switched telephone network;

"Renewal Term" means 12 months;

"Restricted Person" means any person listed on or covered by any applicable list of sanctioned parties for export, import or financial transactions which is administered by the United States, United Nations, United Kingdom or European Union or other applicable foreign country;

"RingCentral Contact Centre Services" means a contact centre solution consisting of inbound and outbound media routing, queuing, and distribution, and related services, applications, and features;

"RingCX Analytics" means an analytics and business intelligence solution that uses a logical data model with enhanced metrics and attributes to offer accurate and detailed insights for improved contact centre performance and data-driven decision-making;

"RingCX Services" means a cloud-based, contact centre and omnichannel communications solution consisting of inbound and outbound voice media routing, queuing, and distribution as well as digital channel management, and related services, applications, and features;

"RingEX Services" means message video phone services;

"RingEX Tier" means the tier of service purchased from the available options as specified in an Order;

"Sanctions and Export Laws" means any law, regulation, statute, prohibition or wider measure relating to the adoption, application, implementation and enforcement of economic sanctions, export controls, trade embargoes or any other restrictive measures;

"Seat" means a licence for a single named person or concurrent users that use the Contact Centre Services;

"RingCentral Services" means the Services to be provided by Wavenet to the Customer in accordance with this schedule, as specified in an Order; and

"Usage" means the charges in respect of: (i) data storage; (ii) ports; and/or (iii) calls, including local, long-distance (UK national), international and toll-free or free phone calls as specified in the Administrative Portal and as updated from time to time and which form part of the Contact Centre Services Fee.

1.2 All other capitalised terms that are not defined in paragraph 1.1 shall have the meanings stated in the MSA, Service Specific Conditions for CCaaS or Service Specific Conditions for Supporting Services.

2. START DATE AND INITIAL TERM

2.1 The Start Date of the RingCentral Services shall be the date specified as such in the Order or, if no date is specified,

SERVICE SPECIFIC CONDITIONS FOR CCaaS

the date on which Wavenet orders the RingCentral Services on behalf of the Customer.

2.2 The Initial Term for the RingCentral Services shall be as set out in the Order, or if no Initial Term is specified, 36 (thirty six) calendar months from and including the Start Date.

3. RENEWAL

3.1 Notwithstanding any provisions to the contrary set out in this Agreement, upon expiry of the Initial Term, the RingCentral Services shall automatically renew for the Renewal Term, and subsequent Renewal Terms thereafter, unless and until terminated by the Customer giving not less than 6 (six) months' prior written notice to Wavenet to terminate, such termination to be effective from the end of the Current Term.

4. LICENCE

- 4.1. The Customer shall and shall procure that all End Users comply at all times with the terms of the EULA.
- 4.2. The following provisions in the EULA shall be disregarded;
- 4.3. section 3 (Invoicing and Payment);
- 4.4. section 2.A. (Ordering);
- 4.5. section 2.E. (Service Duration);
- 4.6. section 4.B. (Customer Care);
- 4.7. section 6 (Termination);
- 4.8. section 14.B. (Assignment); and
- 4.9. section 14.P. (Publicity).

5. CHARGES

- 5.1. The Customer shall pay the Additional Charges as specified in the Administrative Portal, the RingCentral Contact Centre Rate Card, the RingCentral RingCX Rate Card or if no Additional Charges are specified, the Customer shall be liable for Additional Charges at the same rate at which Wavenet is charged for them by the Vendor
- 5.2. The Additional Charges will be invoiced monthly in arrears.

6. SOFTWARE UPDATES

- 6.1. Wavenet and/or the Vendor may push software updates and patches directly to the Customer and/or End Users' device(s) from time to time and the Customer will ensure that they are not prevented from doing so.
- 6.2. The Customer shall and shall ensure that all End Users promptly implement all fixes, updates, upgrades and replacements of Vendor and/or third party software that may be made available by Wavenet and/or the Vendor.
- 6.3. Neither Wavenet nor the Vendor shall be liable for any inoperability of the RingCentral Services or for any other service failures and/or knock-on effects which arise as a result of the Customer and/or End Users' failure to implement the required changes as set out in paragraph 6.1 above, in a timely manner.

7. CONTACT CENTRE SERVICES

- 7.1. The provisions of this paragraph 7 shall only apply if Contact Centre Services are selected on the Order.
- 7.2. The Contact Centre Services Fee will be invoiced on a per Seat basis provided that the Customer shall be invoiced for at least the Minimum Seats regardless of whether the Minimum Seats are being used or not.
- 7.3. The Customer may request Agreement Seats at any time during the Term of the Agreement and Wavenet may add

such additional Seats subject to the Customer paying additional Charges in accordance with paragraph 7.4.

- 7.4. Any Agreement Seats will be invoiced at the same rate as the Minimum Seats and the Contact Centre Services Fee will be adjusted accordingly from the date such Agreement Seats are added.
- 7.5. The Customer may add or remove On-Demand Seats as required on request to Wavenet and Wavenet may add or remove such On-Demand Seats subject to the Customer paying the On-Demand Rate in accordance with paragraph 7.6.
- 7.6. On-Demand Seats are invoiced at the On-Demand Rate based on the highest number of On-Demand Seats used in each billing cycle, regardless of how many days such On-Demand Seats are actually used for during that period.
- 7.7. Contact Centre Services do not provide the Customer with access to - emergency services and the Customer acknowledges and agrees that alternative arrangements will be required for placing emergency calls or sending emergency messages.

8. RINGCX ANALYTICS

- 8.1. The provisions of this paragraph 5 shall only apply if RingCX Services are selected on the Order.
- 8.2. Historical reporting data used in the provision of RingCX Analytics is retained for 1 (one) year from the date it is created, and is purged on a rolling basis on the 366th day after it is created. Longer retention periods are available upon request and are chargeable at the rate provided for in the RingCentral RingCX Rate Card.

9. GENERAL

- 9.1. The Customer confirms that neither it nor any End User is a Restricted Person nor is the Customer owned or controlled by any person that is a national, citizen or otherwise resident in any country that is the subject of export controls and/or economic sanctions.
- 9.2. The Customer shall immediately notify Wavenet if it or any End User becomes a Restricted Person or comes to be owned or controlled by any person that is a national, citizen or otherwise resident in any country that is the subject of export controls and/or economic sanctions.
- 9.3. If the Customer has any reason to believe that it or any End User may have taken action that would be in violation of any Sanctions or Export Laws then it shall immediately upon first becoming aware, and in any event, within 2 (two) Business Days, notify Wavenet of the potential violation.
- 9.4. Wavenet and/or the Vendor may terminate, suspend or modify the affected RingCentral Services in the event that any changes to Relevant Laws prohibit or otherwise materially interfere with their ability to provide the RingCentral Services in accordance with the Agreement. Where reasonably practicable Wavenet and/or the Vendor shall provide written notice to the Customer prior to any such termination, suspension, or modification.

SERVICE SPECIFIC CONDITIONS FOR CCaaS

SCHEDULE 3 – CONTENT GURU SERVICES

1 DEFINITIONS

1.1 Capitalised terms used in this schedule shall have the following meanings for the purposes of this schedule only:

"Acceptance Criteria" means as defined in paragraph 5.1;

"Bar" "Barring" and "Barred" means the act of barring the Customer from making or receiving certain services on the Content Guru Services;

"CLI" means caller line identification, which is a facility that provides information to the recipient of a telephone call about the party making the call and consists of the caller's line identity along with a privacy marking, which indicates whether the number can be shared with the recipient of the call;

"CLI Network Number" means a telephone number that unambiguously identifies the line identity of the fixed access ingress to the public electronic communications network, i.e. it identifies the point of ingress for a call into the network;

"CLI Presentation Number" means the telephone number that is displayed to the call recipient representing the identity of the caller, which can identify the individual making the call or the organisation that the individual is representing, for example where the individual caller is making a call from a line behind a PBX and/or is a number that can be used by the call recipient to make a return or subsequent call, but which may not necessarily identify the line identity of the geographic source of the call;

"Content Guru Services" means the Services to be provided by Wavenet to the Customer in accordance with this schedule, as specified in an Order;

"EULA" means the End User License Agreement as set out at Schedule 3.1 to these Specific Conditions;

"Kick Off Meeting" means as defined in paragraph 5.1;

"Mass Call Event" means the lesser of: (i) 4000 (four thousand) call attempts in a 15 (fifteen) minute period, or (ii) a number of calls, or attempted calls that exceeds, or is likely to exceed 50% (fifty percent) capacity of the Customer's capacity, or Wavenet's tenanted partition of the UC Application;

"Notice" means as defined in paragraph 7.6;

"Outbound Services" means the Outbound Services provided by Wavenet under these Specific Conditions and as set out in the Order, which may include outbound lines or calls;

"PBX" means private branch exchange, being the Customer's internal private telephone exchange or switching system (if applicable) that performs the concentration of central office lines (or trunks) to provide intercommunication between a large number of telephone stations within the Customer's organisation;

"Rate Card" means the tariff of Charges as referred to in the Order which may be updated by Wavenet from time to time;

"SMS" means short message service;

"Transactional Charges" means any transactional costs incurred by Wavenet, the Customer or the Customer's users, agents or Agreementors in respect of the Content Guru Services that are charged to Wavenet, including but not limited to charges for inbound or outbound calls, SMS and/or any other usage charges;

"User Acceptance Testing" means as defined in paragraph 5.3; and

"UAT Signoff" means as defined in paragraph 5.3.

1.2 All other capitalised terms that are not defined in paragraph 1.1 shall have the meanings stated in the MSA, Service Specific Conditions for CCaaS or Service Specific Conditions for Supporting Services.

2 START DATE AND INITIAL TERM

2.1 The Start Date of the Content Guru Services shall be the date specified as such in the Order or, if no date is specified, from the earlier of:

2.1.1 the date of UAT Signoff by the Customer; or

2.1.2 the expiry of 10 (ten) Business Days from the date the Content Guru Services are made available to the Customer.

2.2 The Initial Term for the Content Guru Services shall be as set out in the Order, or if no Initial Term is specified, 36 (thirty six) calendar months from and including the Start Date.

3 LICENCE

3.1 The Customer shall comply at all times with the terms of the EULA, and shall procure that all End Users comply with the terms of the EULA.

4 CHARGES

4.1 The Transactional Charges shall be as set out in the Rate Card, or if the Transactional Charges are not specified, the Customer shall be invoiced for the Transactional Charges at the same rate at which Wavenet is charged for them by the Vendor.

4.2 The Transactional Charges will be invoiced monthly in arrears.

4.3 The Customer is responsible for all Transactional Charges including but not limited to those incurred as a result of fraudulent or unauthorised use of the Content Guru Services by its End Users and/or any third party (save that the Customer shall not be responsible for fraudulent and/or unauthorised use by Wavenet or its employees).

5 USER ACCEPTANCE TESTING

5.1 On or after the Start Date, the Customer Representatives will meet with Wavenet in person or remotely (at Wavenet's option) to agree the acceptance criterion for the User Acceptance Testing (the "Acceptance Criteria") and will agree a suitable timeframe for the delivery of the Content Guru Services ("Kick Off Meeting").

5.2 If within 5 (five) Business Days of the Kick Off Meeting the Parties cannot agree suitable Acceptance Criteria, and/or a suitable timeframe and plan for the delivery of the Content Guru Services, Wavenet may: (i) acting reasonably, prepare a suitable Acceptance Criteria and delivery timeframe, and the Customer shall accept the same, or (ii) by notice in writing to the Customer, terminate the Agreement without any liability to the Customer.

5.3 Upon delivery of the Content Guru Services, the Customer shall within 2 (two) Business Days perform User Acceptance Testing in accordance with the Acceptance Criteria and shall notify Wavenet immediately of any material faults that may be discovered ("User Acceptance Testing"). If any fault is notified to Wavenet and accepted by Wavenet, Wavenet will rectify the fault and deliver the Content Guru Services to the Customer for re-testing.

SERVICE SPECIFIC CONDITIONS FOR CCaaS

Following satisfactory completion of the User Acceptance Testing, the Customer shall sign to indicate acceptance of the Content Guru Services ("UAT Signoff"). If within 10 (ten) Business Days of the Content Guru Services being delivered to the Customer, the Customer has not raised any material faults, the Customer shall be deemed to have accepted the Content Guru Services and satisfied the requirements for UAT Signoff.

6 CLI PRESENTATION

6.1 Every call made using the Outbound Services must be associated with a CLI Network Number, which identifies the source of the call. Subject to certain restrictions under Relevant Law, the Customer may select a CLI Presentation Number that is different to the CLI Network Number and/or may choose to withhold the CLI Network Number.

6.2 The Customer warrants and undertakes that where it requests a CLI Presentation Number to be allocated to the Outbound Services that it is:

- 6.2.1 a valid telephone number that is in service and can be used to make a return or subsequent call and that uniquely identifies the caller; and
- 6.2.2 one that the Customer has authority to use, either because it is a number that has been allocated to the Customer or because the Customer has been given permission to use the number by a third party who has been allocated that number

6.3 The Customer warrants and undertakes that where it requests a CLI Network Number is withheld from the recipient of the call that it is entitled to do so under Relevant Law.

6.4 Wavenet may suspend or withdraw the CLI Presentation Number feature without liability to the Customer on notice in writing to the Customer where: following the configuration change the Customer fails to make at least one test call within 20 (twenty) Business Days;

- 6.4.1 the Customer reverses the configuration change;
- 6.4.2 the Customer's CLI Presentation Number is inaccurate or otherwise in breach of paragraph 6.2, Relevant Law and/or any relevant regulatory codes of practice or guidance relating to the use of CLI;
- 6.4.3 the CLI Presentation Number is connected to a revenue sharing number that generates excessive or unexpected call charges or the feature is otherwise being misused in any way;
- 6.4.4 at the request of a relevant regulator; or
- 6.4.5 where the Customer has not used the relevant Outbound Services in the previous 6 (six) months.

7 GENERAL

7.1 Wavenet (or the Vendor) reserves the right to make any modification, change, addition to or replacement of any part of the Content Guru Services at any time to make the Content Guru Services available in the normal course of running its business or otherwise to comply with Relevant Laws.

7.2 Unless otherwise stated in the Order, the Content Guru Services are provided with a Bar on outbound

calls, or SMS transactions to non-geographic numbers, premium rate numbers, or international numbers.

7.3 Wavenet makes no warranty for performance levels or availability of the relevant Content Guru Service. Wavenet will use its reasonable endeavours (but cannot guarantee) to provide uninterrupted access to the Content Guru Services.

7.4 The Customer shall take such steps as may be reasonably necessary to maintain access to the Content Guru Services, and in particular to ensure that sufficient lines and IP connectivity, ports and other apparatus are ordered to meet all reasonably expected demand.

7.5 If at any time, for reasons outside the reasonable control of the Customer, the number of calls or attempted calls to the Content Guru Services causes or is likely to cause congestion or other disruption to the Content Guru Services or any other user of the relevant CCaaS Application, or otherwise compromise the availability or use of the CCaaS (or any part of it), Wavenet may immediately suspend, Bar or restrict access to the affected part of the Content Guru Services, provided that Wavenet shall use reasonable endeavours to work with the Vendor to identify an alternative solution to reduce and/or limit the impact of the congestion or disruption in an effort to avoid the need to take such steps.

7.6 The Customer shall not without Wavenet's prior written consent, host, facilitate or hold any Mass Call Events. The Customer shall provide to Wavenet at least seven (7) Business Days prior written notice of its intention to hold a Mass Call Event ("Notice"). Following receipt of the Notice Wavenet may, at its complete discretion approve or reject the request. Wavenet shall not be liable to the extent that any disruption to the Customer's systems could reasonably have been avoided or reduced by the Vendor implementing system controls or processes which might be expected in accordance with Good Industry Practice

7.7 The Customer will allow Wavenet and/or the Vendor access to its premises and systems and use all reasonable endeavours to procure access to any relevant third party premises for the Customer and/or the Vendor, as may reasonably be required by Wavenet to enable Wavenet to perform its obligations under the Agreement, at no cost to Wavenet and/or the Vendor.

7.8 The Customer agrees it shall not gain access to, or attempt to gain access to, or facilitate another to gain access to any restricted areas of the UC Application which are notified to the Customer as being restricted areas, or which the Customer ought to reasonably know are restricted areas.

7.9 The Customer shall ensure that any data stored on the Content Guru Services is appropriately backed-up to protect it from loss or damage. Wavenet shall not be liable for any loss suffered by the Customer in relation to any loss to or interference with, or corruption of any information or data.

7.10 The Customer shall ensure that all location information (including address information, CLI information and associated site address) is up-to-

SERVICE SPECIFIC CONDITIONS FOR CCaaS

date and accurate in all respects, and that all necessary equipment is configured to present CLI that correctly corresponds to the site so that Wavenet is able to provide accurate location information to the emergency services. The Customer shall immediately notify Wavenet in the event such location information changes. The Customer agrees to indemnify and hold harmless Wavenet from and against all costs, expenses, damages and liability (whether direct or indirect) which Wavenet may suffer as a result of the Customer's failure to comply with this paragraph 7.10, including where such failure results in the emergency services being dispatched to a location other than the location from which the call to 999 or 112 originated. The Customer shall ensure that End Users comply with any requirements of Wavenet in relation to the use of the Content Guru Services.

7.11 The Customer shall provide any information, access to premises and/or other co-operation reasonably required by Wavenet in connection with the provision of the Content Guru Services.

7.12 The Customer shall and shall ensure that its End Users use the Content Guru Services in accordance with Relevant Laws, codes of practice, regulations and any licence applicable to Wavenet, the Vendor, the Customer or the End User, as applicable.

7.13 The Customer shall not use and will ensure that its End Users do not use the Content Guru Services:

7.13.1 for transmission of material which is defamatory, offensive, abusive or of an obscene or menacing character;

7.13.2 in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality);

7.13.3 in a manner that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect; in a manner which allows third parties to interfere with or corrupt the Content Guru Services and/or Wavenet's (or Vendor's) system in any way;

7.13.4 in a manner which materially affect the quality of services provided by Wavenet or which may adversely affect the CCaaS Services;

7.13.5 in a manner contrary to Content Guru's EULA; or

7.13.6 in any other way which is in breach of Relevant Laws or any other instruction or direction of Wavenet.

7.14 The Customer shall provide Wavenet with reasonable (and in any event not less than 7 (seven) days) notice of any increase in End User traffic levels which may affect the End User's use of the Content Guru Services.

7.15 Wavenet may upon 3 (three) days prior written notice suspend the provision of the Content Guru Services (in whole or in part) without liability to the Customer if:

7.15.1 such suspension is reasonably necessary to enable Wavenet (or the relevant Vendor) to comply with Relevant Laws, an order, instruction or request of a legal or regulatory authority (including without limitation OFCOM); and/or

7.15.2 Wavenet (or the relevant Vendor) needs to carry out work relating to upgrading or maintenance of the Content Guru Services.

7.16 Wavenet shall have the right to terminate this Agreement without liability to the Customer in the event that:

7.16.1 It is obliged to do so in order to comply with an order, instruction or direction received from Ofcom or any other competent authority to cease to facilitate or allow the provision of the Content Guru Services;

7.16.2 the licence or any licence under which Wavenet (or the relevant Vendor) has the right to run a telecommunications system and connect it to Wavenet (or relevant Vendor) network is revoked, amended or otherwise ceases to be valid and has not been replaced by another licence conferring such right;

7.16.3 the Customer shall be suspected of fraud or misconduct in respect of the Content Guru Services; or

7.16.4 the Content Guru Services are no longer to be provided by Wavenet for any reason whatsoever.

Schedule 3.1

Capitalised terms used in this EULA shall have the following meanings for the purposes of this EULA only:

"Services" means the Content Guru Services; and

"Content Guru" means the relevant Vendor.

EULA

This End User Licence Agreement ("EULA") is a legal agreement between you (Licensee or you) and Wavenet (Licensor, Reseller, us or we) for cloud multi-channel communication services run on the storm platform (Services). You purchased access to the Services from us. We act as a duly appointed reseller partner on behalf of Content Guru. We license use of the Services to you under the terms of this EULA. We do not sell the Services to you. Content Guru remains the owner of the Services at all times.

1 DEFINITIONS

1.1 "Affiliates" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.

1.2 "Add-ons" are additional features, functionalities and services.

1.3 "Authorised Users" means Licensee's named employees and representatives for whom access to the Service has been expressly granted under a Reseller Order and this EULA.

1.4 "Documentation" means any service specification(s), user guides and/or instructions as may be provided to you by Licensor under any Reseller Order or this EULA from time to time.

1.5 "Licensee Data" means any electronic data, information or material provided or submitted by or for Licensee or its Authorised Users into the Service, excluding existing content and non-Licensor Applications.

SERVICE SPECIFIC CONDITIONS FOR CCaaS

1.6 "Licensee Materials" means all documents, information, items and materials in any form, whether owned by the Licensee or a third party, which are provided by the Licensee to the Licensor in connection with the Services.

1.7 "Malicious Code" means code, files, scripts, agents or programs intended or likely to cause harm, including, for example, viruses, worms, time bombs and Trojan horses.

1.8 "Non-Licensor Application" means a web-based, mobile, offline or other software application functionality, including but not limited to open source, freeware, shareware or similar software that interoperates with the Service that is provided by Licensee or a third party.

1.9 "Planned Mass Contact Event" means four thousand (4000) or more call attempts in any fifteen (15) minute period. A Planned Mass Contact Event is any event which can be reasonably predicted for a date at least a month in advance of the event or constitutes a controlled load test which can be scheduled on an agreed date between the Parties.

1.10 "Reseller Order" means an order placed by the Licensee with the Reseller for the delivery of the Services.

1.11 "Unplanned Mass Contact Event" means any event that is not a Planned Mass Agreement Event whereby an increase in traffic results in concurrent contact volumes more than doubling in terms of the number of agent or machine agent licences required versus those purchased which results in queues which significantly outweigh reasonably expected capacity.

2. GRANT AND SCOPE OF LICENCE, MINOR CHANGES AND UPDATES

2.1 In consideration of you agreeing to abide by the terms of this Licence, the Licensor hereby grants to you a non-exclusive, non-transferable, revocable licence to use the Services in the UK on the terms of this Licence for the duration of the Reseller Order or until terminated in accordance with the Reseller Order or this EULA.

2.2 Provided you comply with the provisions in condition 3, you may access and use the Services for the agreed purpose only and for the number of concurrent Authorised Users agreed between us. You will use the Services only in accordance with any Documentation as may be provided to you by Licensor under any Reseller Order or this Licence from time to time.

2.3 Licensee shall take such steps as are reasonably necessary to ensure access to the Services and in particular to ensure that sufficient lines, ports and other apparatus are ordered to meet all reasonably expected demand therefor.

2.4 We may update or require you to update the Services, provided that the Services shall always match the description that we provided to you before you purchased the Services under the Reseller Order.

2.5 You may receive and use supplementary software code or updates of the Services incorporating "patches" and corrections of bugs or errors as may be provided by the Licensor from time to time.

3. RESTRICTIONS

3.1 The Licensee and its Authorised Users shall not access or use the Services except as otherwise expressly permitted or contemplated by this EULA. For the purpose of clarity and without limiting the generality of the foregoing, Licensee and its Authorised Users shall not:

3.1.1 Allow access to the Services or otherwise make any Services available to anyone other than the Licensee or Authorised Users, or use any Services for the benefit of

anyone other than Licensee or its Affiliates, unless expressly stated otherwise by the Licensor in writing;

3.1.2 Modify, translate, adapt, alter or create derivative works of the Services;

3.1.3 Copy, rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise exploit or make available the Services to any person or third party, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

3.1.4 Bypass, breach or attempt to bypass or breach any security device or protection used by or incorporated into the Services;

3.1.5 Use the Services to store or transmit infringing, libellous, malicious or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;

3.1.6 Input, upload, transmit, or otherwise provide to or through the Services any information or materials that are unlawful or injurious, or contain, transmit or activate any Malicious Code;

3.1.7 Interfere with or disrupt the integrity or performance of any Services or Licensor or third-party data contained therein;

3.1.8 Attempt to gain unauthorised access to any Services or its related systems or networks;

3.1.9 Permit direct or indirect access to or use of any Services in a way that circumvents any Agreemental usage limit, or use any Services to access or use any intellectual property except as permitted under this EULA; Frame or mirror any part of any Services other than framing on Licensee's own intranets or otherwise for its own internal business purposes;

3.1.11 Except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile the Services or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Services, (3) copy any ideas, features, functions or graphics of the Services, or (4) determine whether the Services are within the scope of any patent;

3.1.12 Access the Services in source code form; or

3.1.13 Otherwise use the Services in any unlawful manner.

3.2 The Licensor may monitor the Services to prevent or detect any violation of this EULA. Any violation of this Licence shall constitute a material breach of this EULA and the Reseller Order which, without limitation to its other rights and remedies under this EULA or at law, shall entitle the Licensor to immediately revoke the Licence and terminate this EULA.

4. OBLIGATIONS

4.1 The Licensee shall take such steps as are reasonably necessary to ensure access to the Services and in particular to ensure that sufficient lines, ports and other apparatus are ordered to meet all reasonably expected demand therefor.

4.2 The Licensor shall have the right in its absolute discretion to suspend, bar or restrict access to the Services if at any time:

4.2.1 Content Guru or Licensor is directed by Ofcom or other competent authority (whether directly or indirectly), to cease to facilitate or allow the provision of the Services; or

4.2.2 the number of calls or attempted calls to the Licensee causes or is liable to cause congestion or other disruption within any part of the Licensor systems or network.

4.3 In the event of any Planned Mass Contact Event, the Licensee shall provide the Reseller with a minimum of 48

SERVICE SPECIFIC CONDITIONS FOR CCaaS

hours prior written notice in the manner agreed between the Licensor and Licensee from time to time.

4.4 Should any Unplanned Mass Contact Event transpire, we will notify you promptly in writing should the situation require corrective action(s) to be taken including, without limitation, reducing the inbound rate of contact delivery in order to protect shared elements of the Services and other customers on the network.

4.5 The Licensee acknowledges and accepts that the ability to make calls to the Emergency Services may be adversely affected in cases where Licensee uses the Services to make outbound calls over the internet. The Emergency Services may not receive accurate information on the location of callers, or calls may fail due to power or internet connection failures. The Licensor accepts no liability for the failure of such calls and Licensee should therefore ensure that all users are aware of these limitations and have alternative means of accessing the Emergency Services.

4.6 The Licensee shall ensure that (where appropriate to do so under applicable law): all location information (including address information, Caller Line Identification (CLI) and associated site address) is up-to-date and accurate in all respects; and that all necessary equipment is configured to present a CLI that correctly corresponds to the correct site so that the Licensor is able to provide accurate location information to the Emergency Services. The Licensee shall promptly update the Licensor in the event such location information changes. The Licensee accepts full responsibility for failure to comply with its obligations under this Clause 4.6 and agrees to indemnify the Licensor in full for, and save the Licensor harmless from and against, all costs, expenses, damages, liabilities and losses (whether direct or indirect) of any kind, including (without limitation) any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Licensor as a result of or whatsoever related to the Emergency Services being dispatched to a location other than the location from which the call to the Emergency Services originated as a result of the Licensor's failure to comply with its obligations under this Clause 4.6.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 The Licensor hereby grants the Licensee, in accordance with this EULA and during the term of the Reseller Order, a non-exclusive, non-transferrable, revocable licence to use the Services or other material provided by the Licensor to the extent necessary to access the Services.

5.2 The Licensee hereby grants the Licensor a fully paid-up, non-exclusive, non-transferable, royalty-free licence to access, use, copy and/or modify the Licensee Materials for the term of this EULA for the purpose of providing the Services to the Licensee.

5.3 All intellectual property rights belonging to a party prior to the date of the Agreement ("Pre-Existing IPR") shall remain with, and vested in, that party and shall not be assigned hereunder. Any use of either party's Pre-Existing IPR other than as expressly described in this EULA requires prior written approval from the owning party.

5.4 Any new intellectual property rights created under this EULA ("New IPRs") will belong to the Licensor. The Licensor will grant to the Licensee a non-exclusive, non-transferable, revocable licence to use any New IPRs for the term of the Reseller Order.

5.5 The Licensee hereby grants the Licensor and its respective Affiliates and assigns a non-exclusive, non-transferable,

royalty-free, revocable right to use the name, any logo or trademark of the Licensee in any advertising or promotional materials, including the Licensor's (and its Affiliates and assigns) websites, related to the promotion of the Licensor's products and services, at all times subject to the Licensor obtaining the Licensee's prior written consent of such use and the proposed content.

6. CUSTOMER DATA

6.1 Licensor will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Licensee Data. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorised access to or disclosure of Licensee Data (other than by Licensee or Authorised Users).

6.2 Licensor will process Customer Data under this EULA in accordance with applicable data protection and privacy laws, subject at all times to the Licensor's regulatory, audit and retention requirements.

6.3 Licensee grants Licensor, its Affiliates and applicable Agreementors a worldwide, limited-term license to host, copy, use, transmit, and display any Non-Licensor Applications and program code created by or for Licensee using a Service or for use by Licensee with the Services, and Licensee Data, each as appropriate for Licensor to provide and ensure proper operation of the Services and associated systems in accordance with this EULA. If Licensee chooses to use a Non-Licensor Application with the Services, Licensee grants Licensor permission to allow the Non-Licensor Application and its provider to access Licensee Data and information about Licensee's usage of the Non-Licensor Application as appropriate for the interoperation of that Non-Licensor Application with the Services. Subject to the limited licenses granted herein, Licensor acquires no right, title or interest from Licensee or its licensors under this EULA in or to any Licensee Data, Non-Licensor Application or such program code.

6.4 Licensee will comply with all applicable data protection and privacy laws when accessing the Services under this EULA.

7. THIRD PARTY PRODUCTS

7.1 Licensor makes no representations, endorsements, guarantees, or warranties, express or implied, with respect to the Services or any Add-ons, including but not limited to the continuing availability of such Add-ons or the continuing ability to use and integrate the Service with such Add-ons. Licensor is not responsible for any disclosure, modification or deletion of Licensee Data caused by an Add-on or its provider. Licensor does not warrant or support Add-ons or other Non-Licensor Applications, whether or not they are designated by Licensor as "certified" or otherwise. Licensor is not responsible for any disclosure, modification or deletion of Licensee Data resulting from access by such Add-on, Non-Licensor products or services or its provider. The Services may contain features designed to interoperate with Non-Licensor Applications. Licensor cannot guarantee the continued availability of such service feature(s), and may cease providing them without entitling Licensee to any refund, credit, or other compensation if, for example and without limitation, the provider of a Non-Licensor Application ceases to make the Non-Licensor Application available for interoperation with the corresponding service feature(s) in a manner acceptable to Licensor.

8. LIABILITY AND INDEMNIFICATION

SERVICE SPECIFIC CONDITIONS FOR CCaaS

8.1 Except in relation to death or personal injury caused by the negligence of the Licensor or any other liability which may not be excluded or limited at law, the Licensor shall not be liable to the Licensee for loss of profits, loss of Agreements or any indirect or consequential loss arising from negligence, breach of Agreement or howsoever caused. The Licensor's total liability under this EULA in aggregate shall be limited to the annual fees payable by the Licensee to the Reseller under the Reseller Order for the provision of the Services in accordance with this EULA.

8.2 Licensee will defend, indemnify, and hold Licensor harmless from and against all claims, demands, actions, suits, discovery demands, including, without limitation, third party subpoenas, government investigations or enforcement actions brought against Licensor by a third party and any damages, liabilities, losses, settlements, judgments, costs and expenses (including, without limitation, attorney's fees and costs) related thereto alleging that:

8.2.1 Licensee's use of any feature of the Services is in violation of Licensee's Agreemental, regulatory, or other legal obligations;

8.2.2 Licensor's alleged use of any Licensee Data as permitted by this EULA infringes or misappropriates:

(a) a third party's intellectual property rights, or

(b) a Non-Licensor Application provided by Licensee; or

8.2.3 The combination of any Non-Licensor Application provided by Licensee and used with the Services, infringes or misappropriates any third party's intellectual property rights; or

8.2.4 Provided that Licensor (a) promptly gives Licensee written notice of the claim against Licensor, (b) gives Licensee sole control of the defence and settlement of the claim against Licensor (except that Licensee may not settle any claim against Licensor unless it unconditionally releases Licensor of all liability and makes no admission of liability on behalf of the Licensor), and (c) gives Licensee all reasonable assistance, at Licensee's expense. The above defence and indemnification obligations do not apply if a claim against Licensor arises from Licensor's breach of this EULA.

8.2.5 These terms shall take effect from the point at which the Reseller makes the Services available to you, and shall govern all and any use of the Services and storm platform by you and your Authorised Users.

SERVICE SPECIFIC CONDITIONS FOR CCaaS

SCHEDULE 4 – CIRRUS SERVICES

This schedule 4 governs the Cirrus Services that may be provided by Wavenet under an Order, together with any other document or terms and conditions referred to in the Order including but not limited to the Service Specific Conditions for CCaaS and the MSA, which shall be deemed to be incorporated into the Agreement for the performance of any Cirrus Services provided under this schedule 4.

The Cirrus Services shall only benefit the Customer if they are referred to as being part of the Agreement in the Order.

1 DEFINITIONS

1.1 Capitalised terms used in this schedule shall have the following meanings for the purposes of this schedule only:

"CCaaS" means contact centre as a service;

"Cirrus Services" means the CCaaS, telecommunications and electronic communications service(s) supplied by Wavenet as further defined in the Order as updated from time to time; and

"Hardware" means any equipment used by the Customer and/or its End Users to obtain the Cirrus Services.

2 FLOW DOWN TERMS

2.1 Wavenet (or the relevant Vendor) reserves the right to make any modification, change, addition to or replacement of any part of the Cirrus network or Cirrus Services at any time to make the Cirrus Services available in the normal course of running its business or otherwise to comply with Relevant Laws.

2.2 The Customer shall be solely responsible for the Hardware used by the Customer and/or its End Users to use the Cirrus Services (unless the same is supplied by Wavenet under Service Specific Conditions for the Supply of Products and Wavenet shall not be liable or responsible for any such Hardware).

2.3 The Customer shall ensure that End Users comply with any requirements of Wavenet in relation to the use of the Cirrus Services.

2.4 The Customer shall provide any information, access to premises and/or other co-operation reasonably required by Wavenet in connection with the provision of the Cirrus Services.

2.5 The Customer shall be liable to Wavenet for set-up charges, monthly rental charges, usage charges and charges for calls as set out in Order and as updated from time to time. The Customer shall be liable for all Charges incurred in respect of the Cirrus Services and, in the case of usage-based Cirrus Services, the Customer is responsible for all usage Charges even if the same are incurred as the result of fraudulent or unauthorised use of Cirrus Services by its End Users and/ or any third party (except that Customer shall not be responsible for fraudulent or unauthorised use by Wavenet or its employees).

2.6 The Customer shall and shall ensure that its End Users use the Cirrus Services in accordance with Relevant Laws and any licence granted thereunder which governs the running of a CCaaS, telecommunications or electronic communications system.

2.7 The Customer does not use and will ensure that its End Users do not use the Cirrus Services:

- 2.7.1 for transmission of material which is defamatory, offensive, abusive or of an obscene or menacing character;
- 2.7.2 in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality);
- 2.7.3 in a manner which allows third parties to interfere with or corrupt the Cirrus Services and/or Wavenet's (or relevant Vendor's) system in any way;
 - a. or contrary to Cirrus' acceptable use policy available on Cirrus' website (www.cirrusresponse.com) from time to time; or
 - b. in any other way which is in breach of Relevant Laws or any other instruction or direction of Wavenet.
- 2.8 The Customer shall provide Wavenet with reasonable (and in any event not less than 7 (seven) days) notice of any increase in End User traffic levels which may affect the End User's use of the Cirrus Service
- 2.9 Wavenet may upon 3 (three) days prior written notice suspend the provision of the Cirrus Services (in whole or in part) if:
 - 2.9.1 such suspension is reasonably necessary to enable Wavenet (or the relevant Vendor) to comply with an order, instruction or request of a legal or regulatory authority (including without limitation OFCOM); and/or
 - 2.9.2 Wavenet (or the relevant Vendor) needs to carry out work relating to upgrading or maintenance of the Cirrus network.
- 2.10 Wavenet shall have the right to terminate this Agreement in the event that:
 - 2.10.1 the licence or any licence under which Wavenet (or the relevant Vendor) has the right to run a telecommunications system and connect it to Wavenet (or relevant Vendor) network is revoked, amended or otherwise ceases to be valid and has not been replaced by another licence conferring such right;
 - 2.10.2 the Customer shall be alleged guilty of fraud or misconduct in respect of the Cirrus Services; or
 - 2.10.3 the Cirrus Services are no longer to be provided by Wavenet for any reason whatsoever.
- 2.11 Unless specified otherwise in the Order, the Customer will receive 4000 (four thousand) minutes per licence per full month (pro rata for a part month), inbound and outbound, including IVR and queue time, subject to the following conditions:
 - 2.11.1 agent minutes are aggregated to provide a monthly allowance;
 - 2.11.2 the following outbound destinations are included: UK – 01 / 02 / 03; and
 - 2.11.3 major mobiles 02, Vodafone, EE, 3 (FM1, FM2, FM3, FM4, FM5 and FM6); and
 - 2.11.4 if the Customer exceeds the total usage pool allowed in any given month, minutes above the monthly allowance are charged at Wavenet's standard rates as updated from time to time.