

## MASTER SERVICES AGREEMENT ("MSA")

### 1. DEFINITION AND INTERPRETATION

The following definitions and rules of interpretation defined in this Agreement shall have the meaning set out below:

**"Acceptable Use Policy"** means Wavenet's Acceptable Use Policy as provided to the Customer and updated from time to time

**"Acceptance Tests"**:-the acceptance tests, as set out in or referred to in the Order

**"Affiliates"** means a subsidiary or holding company (both as defined in section 1159 and schedule 6 of the Companies Act 2006) of any party to this Agreement from time to time

**"Agreement"** means the agreement between Customer and Wavenet for the provision of the Services incorporating this MSA, the applicable Service Specific Conditions, the PID, and the Order, together with any document referenced in them, which may be amended from time to time in accordance with clause 22.12

**"Applicable Law"** means all applicable laws, statutes, regulations and codes from time to time in force during the Term

**"Authorised Users"** means the Customer's employees, agents and independent contractors who are authorised by the Customer to use the Services

**"Business Day"** means 9am to 5pm Monday to Friday, excluding English public holidays

**"Charges"** means the total charges payable by the Customer in connection with this Agreement, including Usage Charges, Recurring Charges, One-Off Charges, as set out in the Order, payable by the Customer for the supply of the Services in accordance with clause 10

**"Confidential Information"** means information of, or concerning a party to this Agreement, whether concerning the business, affairs, customers, clients or suppliers, technical or commercial (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"** 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 as details in the proposal and/or Order

**"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 Services specified in the Order

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

**"Customer Premises"** means the address of the Customer's premises where 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 Customer's System or Wavenet's Servers in connection with the Customer's use of the Services

**"Data Centres"** means any data centre operated by Wavenet (through Wavenet's third party data centre

providers or otherwise) at which Wavenet locates its Servers

**"Dispute"** has the meaning given in clause 11

**"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

**"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

**"Equipment"** means 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 as set out in the Order and/or Schedule

**"Force Majeure"** means an act of God, storm, fire, flood, civil commotion or war, or act of terrorism or cyber attack

**"Group"** means, in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a member of the Group

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

**"Initial Term"** means the minimum period during which the Customer contracts with Wavenet for the provision of Services. The period from and including the Start Date for the duration set out in the Order or, if not specified in the Order, a period of 36 months

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

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

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

**"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 Services by Wavenet to the Customer which forms part of this Agreement

**PID:** means a Project Initiation Document, where applicable, setting out the additional details of the methodology for the implementation of Services

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“**Rate of CPI**” means the consumer price index percentage change over 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 Services as set out in the Order

“**Renewal Period**” means each period following the Initial Term described in clauses 3.2 and 18.3

“**Rental Equipment**” means any equipment, hardware, apparatus, Software, systems and cabling provided by Wavenet and rented by the Customer for the duration of the Services

“**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 associated equipment which are located at Wavenet premises and the Data Centres used in the provision of the Services

“**Services**” means the service or services detailed in the Order to include Software, including the provision of Equipment (if applicable), supplied by Wavenet to the Customer under this Agreement as set out in the Order

“**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 Services in accordance with clause 2.6

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

“**Start Date**” means the final date on which the supply of each Service commences upon completion of any Implementation Period

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

“**System**” 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**” approved contractors used by Wavenet to deliver Services from time to time

“**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

“**Usage Charges**” 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 9.1.22

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

A reference to writing or written includes communication via email

### 2. APPLICATION OF THIS AGREEMENT

2.1 All Services under this Agreement shall be provided by Wavenet on a business-to-business basis and all 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 Services in accordance with this Agreement and will only be accepted by Wavenet in accordance with clause 2.3

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

2.4 It is the Customer’s responsibility, prior to submitting an Order, to evaluate the Services. being purchased and to satisfy itself that the 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 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 Services contained in Wavenet’s catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the 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

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Service Specific Conditions	Service Description
Connectivity	Business Broadband, SoGEA & FTTP, SD-WAN & SASE, MPLS Networks, DDoS Protection
Unified Voice	Fixed Line Telephony, PBX Solutions, Hosted Telephony, SIP, Lines and Calls, Maintenance
TeamsLink	TeamsLink Telephony, TeamsLink Pro, TeamsLink Call Recording, Video Conferencing, Smart Office Solutions
Cyber Security	CyberGuard Cyber Security Services
IT Support & XaaS	Fully Managed IT Support, Remote IT Support, Digital Transformation, IT Security Services, Storage & Backup Solutions, Advisory Services
CCaaS	Contact Centre Solutions, Omnichannel Support, Workforce Management, AI Enabled self-service, PCI-DSS Compliant Payments
Mobile	Mobile Handsets, Business Mobile SIMs, Mobile Security Solutions, 4G/5G Mobile Data Solutions, Internet of Things (IoT)
Maintenance	Maintenance and Proactive Administration
Supply and Installation	

- 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 importance:
- 2.7.1 the Order
  - 2.7.2 Service Specific Conditions
  - 2.7.3 this MSA
  - 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 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 will 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 30 days from the date the quotation was issued unless otherwise agreed in writing

### 3. COMMENCEMENT AND TERM

- 3.1 The terms of this MSA will apply from the Order acceptance and the Agreement will commence on the Start Date for the Initial Term and may not be terminated by either party until this period has elapsed unless terminated in accordance with clauses 18.1 or 18.2

- 3.2 Subject to clause 3.1, unless the Customer gives Wavenet not less than 90 days prior written notice to terminate the Agreement, in accordance with clause 18.3, at the end of the Initial Term, or subsequent Renewal Period, this Agreement will automatically renew for a further 12-month period, or for a period equal to the Initial Term where the Initial Term is for a period of less than 12 months
- 3.3 The Customer may at any time request additional Services from Wavenet. Should Wavenet agree to provide additional Services such additional Services will be set out in a new Order

### 4. SURVEYS

- 4.1 As part of the Implementation Period, Wavenet may, in its sole discretion, conduct a survey of the Customer Premises
- 4.2 The survey will be based on the information available to Wavenet at the time it conducts the survey and will:
- 4.3 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
  - 4.4 specify any technical requirements and any associated Charges
  - 4.5 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
- 4.6 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

### 5. EQUIPMENT

- 5.1 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
- 5.2 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
- 5.3 The Customer agrees that it will:
- 5.3.1 use the Equipment only in connection with the Services, and for no other purpose
  - 5.3.2 use its best endeavours to keep the Equipment free from any loss or damage
  - 5.3.3 promptly notify Wavenet of any malfunction, loss or damage to the Equipment

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- 5.3.4 not sell or loan the Equipment to any person or create any charge, lien or other encumbrance over the Equipment
- 5.3.5 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
- 5.4 Wavenet will ensure that:
  - 5.4.1 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
  - 5.4.2 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.
- 5.5 Wavenet will deliver the Equipment to the Customer Premises as set out in the Order on a date agreed with the Customer
- 5.6 Delivery of the Equipment will be completed upon Wavenet's or Wavenet's Supplier's unloading of the Equipment at the Customer Premises
- 5.7 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
- 5.8 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
- 5.9 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
- 5.10 Wavenet warrants that, on delivery, the Equipment will work appropriately in conjunction with the related Services
- 5.11 Wavenet specifically excludes any implied or express representation, warranty or similar that the Equipment and/or Services supplied by Wavenet will:
  - 5.11.1 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
  - 5.11.2 operate uninterrupted or error-free
  - 5.11.3 have any program defects detected and/or corrected
- 5.12 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
- 5.13 Wavenet will use reasonable endeavours to provide the Customer with the benefit of any manufacturer's warranty that applies to the Equipment
- 5.14 Wavenet will not be liable for the Equipment's failure to comply with the warranty in clause 5.10 if:
  - 5.14.1 the Customer makes any use of the Equipment after giving a notice in accordance with clause 5.15
  - 5.14.2 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
  - 5.14.3 the Customer alters or repairs such Equipment without Wavenet's written consent
  - 5.14.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions
  - 5.14.5 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
- 5.15 Subject to clause 5.14, Wavenet will, at its option, repair, replace or refund the price in full of any defective Equipment if:
  - 5.15.1 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 5.10
  - 5.15.2 Wavenet is given a reasonable opportunity by the Customer to examine the Equipment
  - 5.15.3 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
- 5.16 The Customer may reject any Equipment delivered to it that does not comply with clause 5.10, provided that the Customer provides written notice of rejection to Wavenet:
  - 5.16.1 in the case of a defect that is apparent on delivery, within 5 Business Day of delivery;
  - 5.16.2 in the case of a latent defect, within a 1 Business Day of the latent defect having become apparent
- 5.17 If the Customer fails to give notice of rejection of the Equipment in accordance with clause 5.16, Equipment shall be deemed accepted by the Customer
- 5.18 Except as provided in this clause 5.22.2, Wavenet will have no liability to the Customer in respect of the Equipment's failure to comply with the warranty set out in clause 5.10

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- 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
- 5.20 Title to the Rental Equipment and Trial Equipment will not pass to the Customer at any time
- 5.21 Title to the Sale Equipment will not pass to the Customer until Wavenet receives payment in full
- 5.22 Until title to the Sale Equipment has passed to the Customer, the Customer will:
- 5.22.1 not remove, deface or obscure any identifying mark or packaging on or relating to the Sale Equipment
  - 5.22.2 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
  - 5.22.3 notify Wavenet immediately if it becomes subject to any of the events listed in clauses 18.2.1 and/or 18.2.2
  - 5.22.4 give Wavenet such information relating to the Sale Equipment as Wavenet may require from time to time.
- 5.23 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 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 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

### 6. IMPLEMENTATION AND ACCEPTANCE

- 6.1 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
- 6.2 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
- 6.3 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
- 6.4 Acceptance will take place on the earlier of:
- 6.4.1 The Customer’s written confirmation to Wavenet that the Acceptance Tests have been performed and no material non-conformities have been discovered
  - 6.4.2 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

- 6.4.3 5 Business Days after the date on which any notified non-conformities were remedied
- 6.4.4 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

### 7. DUAL RUNNING

- 7.1 The Customer will bear all costs arising from, or in connection with, Dual Running including failure to comply with clause 7.2
- 7.2 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
- 7.3 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 Charges relating to the dual running Service or Services
- 7.4 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

### 8. SUPPLY OF SERVICES

- 8.1 Wavenet shall:
- 8.1.1 use reasonable endeavours to supply the Services from the Start Date but time will not be of the essence for the performance of the Services
  - 8.1.2 supply the Services using the reasonable care and skill to be expected from a competent provider of services of the same kind as the Services
  - 8.1.3 supply Services to the Customer in accordance with this Agreement in all material respects
- 8.2 Wavenet reserves the right to withdraw or amend any of the Services provided under this Agreement if necessary to comply with Applicable Law, or to take into account the withdrawal of, or a significant change to, the technology used to provide the Services, provided such withdrawal or amendment will not materially affect the nature or quality of the Services and upon providing written notice to the Customer
- 8.3 The Customer will obtain any third party or other consent required to allow Wavenet to provide the Services
- 8.4 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

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parties, a new Order will be provided to the Customer in accordance with clause 3.3

8.5 Wavenet reserves the right to cancel an Agreement prior to the Start Date, or within a reasonable period of time thereafter, where:

8.5.1 the Services cannot be supplied to, or installed at, the Customer Premises due to a geographic, practical or technical restraint; and/or

8.5.2 the cost of supplying or installing the Services at the Customer Premises is materially higher than the usual cost of providing the Services and the Customer does not agree to pay any additional charges requested by Wavenet

8.6 Where services include Consultancy Services the Customer agrees that:

8.6.1 the Customer 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 its staff. Additional charges may be payable by the Customer where Wavenet is delayed or prevented from performance due to events beyond its control

8.6.2 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

8.6.3 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

### 9. CUSTOMER OBLIGATIONS & USE OF THE SERVICES

9.1 The Customer shall (and ensure that its Authorised Users shall):

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

9.1.2 co-operate with Wavenet in all matters relating to the Services

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

9.1.4 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

9.1.5 use the Services in accordance with all Applicable Laws, this Agreement, Wavenet’s Acceptable Use Policy, and any reasonable operating instructions provided to the Customer by Wavenet

9.1.6 use the Services only in accordance with this Agreement and be responsible for any Authorised User’s breach of any term of this Agreement

9.1.7 comply with any obligations set out in this Agreement

9.1.8 promptly install all upgrades, bug fixes, patched and other corrections relating to the Services made available to the Customer from time to time

9.1.9 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 Services and ensure that working conditions at the Customer Premises are safe, secure and suitable

9.1.10 provide Wavenet with such information and materials as Wavenet may reasonably require in order to supply the Services, and ensure that such information and materials are complete and accurate in all material respects

9.1.11 prepare the Customer Premises for the supply of the Services at the Customer’s expense

9.1.12 accept that Wavenet shall have no liability for any delay in provision of the 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

9.1.13 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the Start Date

9.1.14 ensure that the Customer Equipment is:  
(a) in good working order; and  
(b) compliant with all Applicable Law

9.1.15 use its best endeavours to prevent unauthorised access to, or use of, the Services and promptly notify Wavenet if the Customer or its Authorised Users discover any such unauthorised access or use

9.1.16 be responsible for the security of its and its Authorised User’s use of the Services, including:

(a) protecting all passwords following good practice from time to time in doing so and use its best endeavours to prevent unauthorised use of, or access to, the Services

(b) maintain adequate and regular backups of its Data

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- (c) employing appropriate security measures including, but not limited to, virus checking software
  - (d) ensuring it has appropriate disaster recovery procedures in place and to be solely responsible for the correction of any defect of failure in its System or network communications
- 9.1.17 not do or omit to do anything that will, or might reasonably be expected to:
- (a) disrupt or compromise the integrity of the Services, any network, or any other customer of Wavenet
  - (b) compromise the security of Wavenet's Network, the Equipment or the Services by accessing, storing, distributing or transmitting any Malware to adversely affect the operation of any computer software or hardware
  - (c) cause damage to Wavenet or to Wavenet's customers
- 9.1.18 not use or access the 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 other 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 Laws
  - (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
  - (f) to transmit or broadcast unsolicited, or junk or spam, marketing or promotional materials or messages in breach of any Applicable Law
- 9.1.19 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 Services, except as expressly permitted by Applicable Law
- 9.1.20 not attempt to hack or gain unauthorised access to any network, environment, or system
- 9.1.21 not permit, allow or encourage an alternative supplier of the Services to override or bypass Wavenet's Services by any means
- 9.1.22 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, and not dispose of or use the Wavenet Materials other than in accordance with Wavenet's written instructions or authorisation
- 9.1.23 provide Wavenet with at least two full working 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
- 9.1.24 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
- 9.2 If Wavenet's performance of any of its obligations under this Agreement is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("Customer Default"):
- 9.2.1 without limiting or affecting any other right or remedy available to it, Wavenet will have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Wavenet's performance of any of its obligations
- 9.2.2 Wavenet will not be liable for 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
- 9.2.3 the Customer will reimburse Wavenet upon Wavenet's written demand for any and all costs or losses sustained or incurred by Wavenet arising directly or indirectly from the Customer Default
- 9.3 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, 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

## 10. CHARGES AND PAYMENT

- 10.1 The Customer will pay the Charges for the Services as described in the Order as well as all other Charges agreed and/or or charged to the Customer in accordance with this Agreement from time to time
- 10.2 The Customer will pay all invoices, by direct debit, within 14 days of the date of the invoice. Time will be of the essence of the Agreement in respect of payment of the Charges. If the Customer cancels or pays by any other means than by an active direct debit instruction following the Start Date, an

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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

- 10.3 Wavenet provides paperless billing as standard with invoices sent to the Customer via email. Wavenet will provide paper billing for an additional fee of £3.00 plus VAT per month, which will be added to the Customer's monthly invoice, upon the Customer's written request via email for paper billing to [billing@wavenetuk.com](mailto:billing@wavenetuk.com)
- 10.4 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
- 10.5 Where the Services are comprised of more than one Service, the Charges in respect of each Service will become payable in accordance with this clause 10 with effect from each Service Start Date, notwithstanding that other Services detailed in the Order may not have reached their particular Start Date
- 10.6 All amounts payable to Wavenet under this Agreement :
- 10.6.1 are exclusive of VAT
- 10.6.2 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)
- 10.7 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 45 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 10. If the Customer fails to provide such notice to Wavenet within the required 45 day period then the Customer waives all rights to dispute the disputed sum or to file any claim in relation to the disputed amount
- 10.8 Notwithstanding the provisions of clause 10.7, neither party shall be obliged to pay or credit the other for unbilled or disputed Charges over 6 months old and both parties shall waive all rights to file any claim for such unbilled or disputed Charges
- 10.9 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, an administration charge of £100.00 plus VAT will be applied to the Customer's account and the Customer will pay interest on the overdue sum, calculated from the payment due date of the invoice until payment of the overdue sum, whether before or after judgment. Interest under this clause 10 will accrue each day at the greater of 8% a year above Bank of England Libor rate, and the rate from time to time applicable to High Court judgment debts. Wavenet may also suspend Services to the Customer in accordance with clause 19.1.7

- 10.10 Wavenet may vary the Charges at any time upon 30 days written notice to the Customer
- 10.11 Notwithstanding Clause 10.10, Wavenet may, at its option, increase the Charges each year following the Start Date by the Rate of CPI plus 3.9%

### 11. DISPUTE RESOLUTION PROCEDURE

Any dispute or matter in difference 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:

- 11.1 representatives of each of the parties to this Agreement (the "Parties" or each "Party") shall seek to resolve the Dispute
- 11.2 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")
- 11.3 the Executives shall seek to resolve the matter within 20 days of it being referred to them and shall as soon as reasonably practicable and in any event no later than 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
- 11.4 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
- 11.5 for the avoidance of doubt, unless a Party terminates the operation of this Agreement, in the event of a Dispute, each Party will remain obliged to fulfil all of the obligations under this Agreement, and the undisputed element of any disputed invoice will be paid in accordance with this Agreement
- 11.6 all negotiations pursuant to this clause shall be conducted in strict confidence. Those negotiations shall be without prejudice to the rights of the Parties and shall not be used in evidence or referred to in any way without the prior written consent of the Parties in any future court proceedings
- 11.7 no Party may commence court proceedings in relation to any Dispute until they have attempted to settle it in accordance with this clause
- 11.8 if the Customer fails to engage in the dispute resolution procedure in accordance with this clause 11, the Customer waives its right to file any claim against Wavenet in relation to any Dispute

### 12. CREDIT LIMIT/SECURITY

- 12.1 Wavenet may carry out a credit check on the Customer at any time prior to or following acceptance of the Order
- 12.2 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
- 12.3 Wavenet may amend the Credit Limit at any time upon written notice to the Customer.
- 12.4 If the Customer exceeds the imposed Credit Limit:
- 12.4.1 Wavenet reserves the right to demand immediate payment of all unpaid Charges



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due under the current Term, whether invoiced or not; and

12.4.2 The Customer will remain responsible for all Charges incurred, including those exceeding the Credit Limit

12.5 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

12.6 No interest will be payable to the Customer on any such deposit or security held by Wavenet

### 13. INTELLECTUAL PROPERTY RIGHTS

13.1 All Intellectual Property Rights in or arising out of or in connection with the 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

13.2 Subject to clause 13.6, 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 Services in accordance with the terms of the Agreement and any usage guidelines that Wavenet may provide from time to time

13.3 The Customer will not sub-license, assign or otherwise transfer the rights granted by clause 13.2

13.4 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 Services

13.5 Notwithstanding clause 13.2, 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

13.6 Wavenet shall, subject to clause 13.9, defend the Customer, its officers, directors and employees against any judgment by a competent UK court of law that any Software or Services 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:

13.6.1 Wavenet is given prompt notice of any such claim;

13.6.2 The Customer provides reasonable co-operation to Wavenet in the defence and settlement of such claim, at Wavenet’s expense; and

13.6.3 Wavenet is given sole authority to defend or settle the claim

13.7 In the defence or settlement of any claim, Wavenet may procure the right for the Customer to continue using the Software or Services, replace or modify

the Software 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

13.8 In no event shall Wavenet, its employees, agents and Third Party Contractors be liable to you to the extent that the alleged infringement is based on:

13.8.1 a modification of the Software or Services by anyone other than Wavenet; or

13.8.2 the Customer’s use of the Software or Services in a manner contrary to the instructions given to the Customer by Wavenet; or

13.8.3 the Customer’s use of the Software or Services after notice of the alleged or actual infringement from Wavenet or any appropriate authority

13.9 This clause 13 sets out the Customer’s sole and exclusive rights and remedies, and Wavenet’s entire obligations and liability, for infringement of any patent, copyright, trademark, database right or right of confidentiality

13.10 The Customer will not, and will procure that its personnel and subcontractors, do not do anything, whether by omission or commission, 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

13.11 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

13.12 The Customer agrees to cooperate in the completion of an annual survey provided by Wavenet upon Wavenet’s written request

13.13 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, and providing references to potential customers. This may include but is not limited to the Customer participating in reference calls with potential customers of Wavenet

### 14. DATA AND DATA PROTECTION

14.1 The Customer shall own all rights title and interest in and to all of its Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of its Data

14.2 Each Authorised User is responsible for controlling permission access rights to files stored on the Customer’s System. The Customer is responsible for any user ID and passwords associated with such access controls being violated by any person other than Wavenet or its Third Party Contractors

14.3 In this clause 14, “Personal Data” and “Data Subject” have the meanings given to them in the Data Protection Act 2018 incorporating the UK

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General Data Protection Regulation (“Data Protection Legislation”)

- 14.4 Wavenet warrants that, to the extent that it processes any Personal Data on the Customer’s behalf that, in accordance with the Wavenet Data Processing Terms and Conditions it:
- 14.4.1 shall act only upon the Customer’s lawful instructions; and
- 14.4.2 shall have in place appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of or damage to Personal Data
- 14.5 The Customer acknowledges that Wavenet is reliant upon the Customer for direction in respect of Wavenet’s access to Personal Data whilst providing its Services, and shall indemnify Wavenet for any claim brought by a Data Subject, or any fine from any supervising authority, arising from any action or omission by Wavenet that resulted directly from the Customer’s instructions
- 14.6 Both parties shall comply with all applicable requirements of the Data Protection Legislation. This clause 14 is in addition to, and does not relieve, remove or replace, either party’s obligations under the Data Protection Legislation

### 15. CONFIDENTIALITY

- 15.1 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
- 15.2 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 15
- 15.3 The obligation set out in this clause 15 shall not apply to Confidential Information which the receiving party can demonstrate:
- 15.3.1 is or became publicly known other than through breach of this clause 15; or
- 15.3.2 was in possession of the receiving party prior to disclosure of the other party; or
- 15.3.3 was received by the receiving party from an independent third party who has full right of disclosure; or
- 15.3.4 was independently developed by the receiving party; or
- 15.3.5 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
- 15.3.6 this clause 15 shall survive termination or expiry of this Agreement howsoever arising and shall continue thereafter for a period of 3 years or such other period as may be agreed by the parties

### 16. NON-SOLICITATION

- 16.1 During the Term, and for the period of 12 months following upon its termination, the Customer will not directly or indirectly, and whether 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 Wavenet’s engagement, or engage any such individual without Wavenet’s prior written consent
- 16.2 Should the Customer engage the services of any officer, employee, agent or authorised contractor of Wavenet, whether the engagement is as an employee or as an independent contractor, during the Term or within 12 months thereof, the Customer shall pay to Wavenet a fee of 50% of the starting annual salary of the said officer, employee, agent or authorised Contractor of Wavenet

### 17. LIABILITY

- 17.1 Nothing in this Agreement shall operate to exclude Wavenet’s liability for death or personal injury caused by Wavenet’s negligence, any breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982, fraud or fraudulent misrepresentation, or any other liability which cannot be excluded or limited under Applicable Law
- 17.2 Except as expressly and specifically provided in this Agreement:
- 17.2.1 the Customer assumes sole responsibility for the results obtained from its use of the Services and any Software, and for conclusions drawn from such use. Wavenet shall have no liability for any damaged caused by errors or omissions in any information, instructions or scripts provided to Wavenet by the Customer in connection with the Services and/or any Software, or any actions taken by Wavenet upon the Customer’s direction
- 17.2.2 the Services and Software are provided by Wavenet to the Customer on an “as is” basis and except as set out herein, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by Applicable Law, excluded from this Agreement
- 17.3 Subject to Clause 17.1, Wavenet shall have no liability to the Customer for:
- 17.3.1 any loss of profit, loss of anticipated savings, loss of business opportunity or loss of goodwill or wasted management time which the Customer may suffer, whether arising directly or indirectly or are immediately or consequential and whether arising in contract, tort (including negligence) or otherwise; or
- 17.3.2 any indirect or consequential loss or special damage (even if Wavenet were aware of the circumstances in which such special damage could arise); or
- 17.3.3 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

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- connectivity or any breach of the Customer’s obligations under this Agreement; or
- 17.3.4 any loss or damage to Data caused by any third party except those Third Party Contractors contracted by Wavenet to perform any of the Services
- 17.3.5 any breach of this Agreement, howsoever arising
- 17.4 In the event that the Customer suffers loss of or damage to its Data as a result of Wavenet’s breach of this Agreement, or the negligence of its personnel, Wavenet’s total liability to the Customer for loss of or damage shall be limited to the lesser of:
- 17.4.1 the cost of restoring the Data to the last available backup; or
- 17.4.2 the sum in clause 17.5; and
- 17.4.3 the Customer acknowledges that the provisions of this clause 17.4 represent a reasonable apportionment of risk having regard to the Charges for the Services
- 17.5 Subject to clauses 17.1, 17.3 and 17.4 Wavenet’s total liability to the Customer under this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed 100% of the total Charges paid by the Customer to Wavenet under this Agreement for the 12 month period preceding any alleged claim
- 17.6 This clause 17 will survive termination of the Agreement
- 17.7 Save for the warranties and conditions expressly set out in this Agreement, Wavenet gives no warranty or condition to the Customer regarding the Services or Software and specifically give no condition or warranty that the Services or Software will be uninterrupted or timely, secure or error free
- 17.8 The Customer acknowledges that, subject to clause 17.4, Wavenet accepts no responsibility or liability to the Customer, or any third party, for:
- 17.8.1 any pre-existing defects at the Customer Premises or property
- 17.8.2 any loss or corruption of Data
- 17.8.3 any Malware affecting the Customer’s System or Customer Equipment
- 17.8.4 any failure of any thirdparty system, equipment or apparatus
- 17.8.5 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 9.1.16(b)
- 17.8.6 the disposal of any computer systems, computer products or any waste product associated with the Services save where Wavenet have expressly agreed to provide such disposal service in writing upon payment of an agreed fee
- breaches the terms of any one or more of the Service Specific Conditions and, if such breach is remediable, fails to remedy such breach within 30 days after receipt of notice in writing to do so
- 18.1.2 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
- 18.2 Wavenet may terminate this Agreement, or any one or more of the Services, with immediate effect, by giving written notice to the Customer if:
- 18.2.1 the Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business
- 18.2.2 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
- 18.2.3 the Customer fails to pay any amount due under the Agreement on the due date for payment and fail to make payment within 14 days of notice requiring payment being served upon the Customer
- 18.2.4 there is a change of Control of the Customer
- 18.2.5 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 Services, Equipment or any of Wavenet’s Network, systems, or its Supplier’s systems, equipment, services and/or telecommunications network
- 18.2.6 if Wavenet reasonably suspects the Equipment, Software 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
- 18.2.7 if the Customer is in breach of clause 21
- 18.3 Subject to clause 18.1, unless the Customer gives Wavenet the lesser of:
- (a) 90 days prior written notice before the end of the Initial Term or Renewal Period; or
- (b) written notice equal to the Initial Term via email to ceases@wavenet.co.uk, the Service shall automatically renew at the end of the Initial Term or subsequent Renewal Period for a further 12 month period or a period equal to the Initial Term, if the Initial Term is for a period of less than 12 months, in accordance with clause 3.2

### 18. TERMINATION

- 18.1 Either party may terminate this Agreement, or any one or more of the Services, with immediate effect by giving written notice to other if:
- 18.1.1 either party commits a material breach of its obligations under the Agreement, or

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- 18.4 Termination notice will only be accepted by Wavenet upon Wavenet’s receipt of both the Customer’s termination notice specified in clause 18.3, via email to ceases@wavenetuk.com, and with the completed cease URL form delivered to the Customer for completion and return following receipt of such termination notice. The Customer accepts that termination notice delivered via any other method will not be accepted
- 18.5 Upon expiry or termination of this Agreement for any reason:
- 18.5.1 the Customer shall pay to Wavenet the Early Termination Charge in respect of the Agreement, Service, or Services to which the notice of termination applies
  - 18.5.2 the Customer shall immediately pay to Wavenet all outstanding unpaid invoices, together with any interest due and all Charges in respect of Services supplied but not invoiced, for which Wavenet will submit an invoice to the Customer for immediate payment
  - 18.5.3 Wavenet shall disable the Services and the Customer shall return to Wavenet, at its own cost, in accordance with clause 5.24 all Equipment and Wavenet Materials, save for Purchased Equipment which has been paid for in full by the Customer
  - 18.5.4 If the Customer fails to return the Equipment or Wavenet Materials in accordance with clause 18.5.3, 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
  - 18.5.5 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 shall not be affected or compromised the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
  - 18.5.6 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
- 18.6 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 Services after Termination of this Agreement, such Charges shall be invoiced to the Customer by Wavenet and payable immediately

### 19. SUSPENSION

- 19.1 Without affecting any other right or remedy available to it, Wavenet may suspend the supply of all or part of the Services under this Agreement or any other agreement between the Customer and Wavenet if:
- 19.1.1 Wavenet is entitled to terminate this Agreement or any one or more of the Services
  - 19.1.2 Wavenet reasonably believes that the Customer is in breach of its obligations under this Agreement, or any one or more of the Service Specific Conditions
  - 19.1.3 suspension is necessary to comply with Applicable Law
  - 19.1.4 repair or maintenance is required
  - 19.1.5 suspension is, in Wavenet’s reasonable opinion, necessary in the event of an emergency
  - 19.1.6 suspension is, in Wavenet’s reasonable opinion, necessary for security purposes
  - 19.1.7 the Customer fails to pay any amount due under the Agreement on the due date for payment in accordance with clause 10
  - 19.1.8 the Customer becomes, or Wavenet has reason to believe that the Customer may become, subject to any of the events listed in clauses 18.1.2, 18.2.1 and 18.2.2

### 20. FORCE MAJEURE

Wavenet will not be in breach of this Agreement nor liable for delay in performance or failure to perform, any of its obligations under the Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control.

### 21. ANTI-BRIBERY AND ANTI-CORRUPTION

- 21.1 Both parties will:
- 21.1.1 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
  - 21.1.2 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

### 22. GENERAL

- 22.1 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
- 22.2 The Customer will not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement
- 22.3 Any notice given, save for termination notices in accordance with clause 18.3 and 18.4 in connection with this Agreement must be given in writing and sent via email to legal@wavenetuk.com
- 22.4 Any notice will be deemed to have been received at the time of transmission, or, if this time falls outside Business Hours, in the place of receipt, when Business Hours resume
- 22.5 Clause 22.3 does not apply to the service of any proceedings or other documents in any legal action

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or, where applicable, any arbitration or other method of dispute resolution

- 22.6 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.
- 22.7 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and will not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law will not constitute a waiver of that or any other right or remedy, nor will it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law will prevent or restrict the further exercise of that or any other right or remedy
- 22.8 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
- 22.9 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
- 22.10 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
- 22.11 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
- 22.12 Wavenet may vary and amend this MSA, Service Specific Conditions, Acceptable Use Policy or Data Processing Terms and Conditions ("Wavenet Terms and Conditions") at any time. By continuing to use the Services after Wavenet posts any such variation or amendment at <https://www.wavenetuk.com/terms-conditions/> the Customer accepts the Wavenet Terms and Conditions amended
- 22.13 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