

SD-WAN Service Specific Terms & Conditions

1 INTRODUCTION

Certain terms of the main body of the MSA shall not apply to SD-WAN Services or shall apply in a modified version as set out in these Service Specific T&Cs for SDWAN Services . In case of any conflict between the main body of the MSA and these Service Specific T&Cs, the Service Specific T&Cs shall prevail.

2 DEFINITIONS

Capitalized terms used in this document shall have the meaning assigned to them in the main body of the MSA or as defined below:

Initial SD-WAN

Service Commencement Date: the date agreed in the Roll out plan, when 80 % of all SD-WAN Services in the Initial Scope are expected to be delivered;

Initial Scope: all the SD-WAN Services and locations in scope at the time of signing this Agreement;

Roll Out Plan: the project plan describing the key milestones and conditions of deploying the SD-WAN Services;

SD-WAN

Initial Service Term: the initial term for an SD-WAN Service as set out in the SD-WAN Order Form, which shall be the remainder of the SD-WAN Framework Term, but at least 12 months;

SD-WAN Service(s): an individual SD-WAN service, or multiple SD-WAN services, at a location, or locations, provided by Expereo to Customer as defined in the SD-WAN Service Description;

SD-WAN Framework Term: means the term during which Expereo provides SD-WAN Services to Customer, which shall be 36 months from the Initial SD-WAN Service Commencement Date;

3 SD-WAN SPECIFIC CONTRACTUAL PROVISIONS

3.1 Ordering SD-WAN Services

Expereo's provision of the SD-WAN Services to Customer is contingent upon a Service Order Form for SD-WAN Service which has been duly signed by authorised signatories of the Customer and Expereo for each SD-WAN Service at each location.

3.2 Term of SD-WAN Services

Customer understands that the SD-WAN Framework Term and RFS Date of SD-WAN Service may be different than the term and RFS Date of other services in scope provided by Expereo to Customer, if any.

Confidential

The provision of SD-WAN Services shall start on the Initial SD-Wan Service Commencement Date as agreed by the Parties in the Migration Plan.

Orders issued by Customer for the Initial Scope shall have an SD-WAN Initial Service Term equal to the SD-WAN Framework Term. The SD-WAN Initial Service Term commences on the date of activation of the Service, RFS Date of SD-WAN Service. Subsequent Orders issued by Customer will have a minimum SD-WAN Initial Service Term of the remainder of the SD-WAN Framework Term, but at least 12 months.

At least 6 months prior to the end of the SD-WAN Framework Term, Customer shall reach out to Expereo to discuss renewal options.

All orders will end coterminous at the end of the SD-WAN Framework Term, except for Orders placed during the last year of the SD-WAN Framework Term which will run for 12 months.

3.3 Early termination of SD-WAN Service

The SD-WAN Services cannot be cancelled or terminated before the end of the Initial SD-WAN Service Term, unless agreed otherwise.

The SD-WAN Services can be moved, re-located to a different location within the same region, as defined in the SD-WAN Service Description in Annex 1 of this Agreement. Re-location of an SD-WAN Service within the same region will not affect the MRC to be paid after the SD-WAN Service.

4 **GENERAL**

All remaining terms not affected by this document shall remain unchanged and applicable to the SD-WAN Services.

5 **SERVICE SPECIFIC TERMS & CONDITIONS MAY CHANGE**

- 1.1. Expereo reserves the right to amend the current version of the Service Specific Terms & Conditions at any time without prior notice. The version of Service Specific Terms & Conditions in effect as at the SOF Date shall apply to the Agreement.
- 1.2. These Service Specific Terms & Conditions, as updated from time to time are accessible at <https://www.expereo.com/terms-conditions>