

SD-WAN Managed Service Specific Terms & Conditions

1 INTRODUCTION

These SD-WAN Managed Service Specific Terms and Conditions (“**Service Specific T&Cs**”), are applicable to all Customers of Expereo for whom Expereo provides SD-WAN Managed Services. These Service Specific T&Cs are in addition to the Expereo General Terms and Conditions or the Master Services Agreement (“**MSA**”) executed with Expereo (as applicable). 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:

DPA or Data Processing Agreement:	means the written data protection agreement accepted by the Parties at the time of execution of the MSA, Expereo General Terms and Conditions (<i>as applicable</i>) or a SOF (<i>as defined in the MSA or Expereo General Terms and Conditions, as applicable</i>)
SD-WAN Managed Service(s):	an individual SD-WAN Managed Service, or multiple SD-WAN Managed Services, at a location, or locations, provided by Expereo to Customer as defined in the SD-WAN Managed Service Description;
SDWAN Managed Service Documentation:	means, the user guides, technical specifications, deployment manuals, support procedures, and any other written or graphic materials provided by Supplier.
Supplier:	means s third-party supplier, contractor or sub-contractor engaged by Expereo or its Affiliate to provide, or enable Expereo to provide, all or part of any SDWAN Managed Service
Territory:	means the geographic region where Customer is authorized to use the SDWAN Managed Service as indicated in the SOF.

3 Term and Termination

3.1 Term of SD-WAN Services

The Initial Term of each SDWAN Managed Service under a SOF shall commence from the relevant RFS Date and continue for the greater period of: (a) thirty-six (36) months; or (b) the period set out in the relevant SOF (“Initial Term”). Following the expiry of the Initial Term, each Service shall be extended for successive periods of twelve (12) months (or such other greater period set out in the SOF) or as required by applicable law (each a “Renewal Term”).

3.2 Co-Terminus Services

Regardless of the RFS Date of each SD-WAN Managed Service, all SD-WAN Managed Services provided to Customer under the SOF , shall co-terminate on the same date as the earliest RFS SD-WAN Managed Service.

3.3 Early termination of SD-WAN Service

The SD-WAN Managed Services cannot be cancelled or terminated by the Customer before the end of the Initial Service Term, unless agreed otherwise by way of a written amendment mutually agreed between the Parties or through an SOF.

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The SD-WAN Managed Services can be moved, re-located to a different location within the same region, as defined in the service description annexed to an executed MSA . Relocation of an SD-WAN Managed Service within the same region will not affect the MRC to be paid

3.4 Termination for a cause

Notwithstanding any termination right set out in the MSA or the General Terms and Conditions, as applicable, Expereo may terminate any time the SDWAN Managed Service by written notice to Customer if any of the following events occurs.

- a) Customer breach of supplier terms, SDWAN Managed Service Documentation
- b) Customer breach of DPA.
- c) If the continued provision of the SDWAN Managed Services becomes commercially unreasonable for Expereo as a result of changes introduced by Supplier or Supplier terminates its relationship with Expereo or ceases to support or provide the relevant services.

In such cases, Expereo shall not be liable for any loss, damage, or cost arising from the termination.

4 EQUIPMENT

- 4.1 Customer shall ensure its systems, equipment and processes satisfy any technical requirements detailed in SDWAN Managed Service Documentation or otherwise provided to Customer relating to the SDWAN Managed Service or Expereo Equipment (including any notification to upgrade) ("Technical Requirements"). Expereo may suspend or terminate the provision of any SDWAN Managed Service for which Technical Requirements have not been complied with by Customer within the specified period (or, if not specified, a reasonable period determined by Expereo in the circumstances)

5 USE OF SERVICE

- 5.1 Customer shall only use SDWAN Managed Services for its own internal business purposes provided that Customer:
- a) does not use the SDWAN Managed Service outside the authorized Territory
 - b) maintain at its own expense throughout the SDWAN Managed Service Term, all valid permits for the use, or possession of the SDWAN Managed Service as required by Applicable Law in the Territory;
 - c) shall not use the SDWAN Managed Services as a means to establish permanent servers, relay connections or any similar commercial activities
 - d) shall not remove or add any labels, notices or logos to the Expereo Equipment
- 5.2 Customer shall notify Expereo immediately of any breach of security or unauthorized use of the SDWAN Managed Services. Any breach by Customer of this Clause 5 shall constitute a material breach of the Agreement.

6 TITLE

- 6.1 The Customer acknowledges and agrees that the SDWAN Managed Services provided by Expereo rely on Supplier for core components, support, or ancillary functions ("Third Party Materials"). Accordingly, any changes made by such Supplier, including but not limited to supplier terms or SDWAN Managed Service Documentation shall automatically apply to the SDWAN Managed Service upon their effective date. Customer is solely responsible for regularly monitoring and reviewing any changes to SDWAN Managed Service Documentation published on supplier's website and Expereo shall bear no liability for Customer's failure to do so Customer hereby agrees and acknowledges that SD-WAN Managed Service comprises of Expereo's services and Third Party Materials. To this extent Expereo retains all title, license, interests, ownership rights in and to Expereo's services to the extent it is part of SDWAN Managed Service. No title, license or sublicense,

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copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted under the Agreement is exchanged between the Parties.

7 WARRANTIES, LIABILITY, INDEMNIFICATION

- 7.1 Each Party represents and warrants that it has the legal power to enter into the Agreement.
- 7.2 CUSTOMER ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR (1) SELECTING CONFIGURATIONS, POLICIES, AND PROCEDURES IN THE EXPEREO SDWAN MANAGED SERVICE THAT ARE CONFIGURABLE INCLUDING, WITHOUT LIMITATION, THE SELECTION OF FILTERED CATEGORIES AND WEB APPLICATION CONTROLS, AND FOR ASSURING THAT THE SELECTION (A) CONFORMS TO CUSTOMER'S POLICIES AND PROCEDURES AND (B) COMPLIES WITH ALL APPLICABLE LAWS. THE SDWAN MANAGED SERVICE IS NOT DESIGNED FOR USE WITH CRITICAL OR LIFE SAVING INFRASTRUCTURES, SYSTEMS THAT CONTAIN OR PROTECT AGAINST DANGEROUS OR HAZARDOUS MATERIALS OR FORCES, NATIONAL SECURITY PURPOSES OR NUCLEAR, CHEMICAL, OR BIOLOGICAL WEAPONS. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN CONNECTION WITH ITS USE OR PERFORMANCE OF THE SOLUTION HEREUNDER SHALL BE THOSE REMEDIES SET FORTH IN THE SLA.
- 7.3 Notwithstanding any limitations or exclusions of liability set out in Expereo General Terms and Conditions of the MSA (if applicable), nothing in this Agreement shall limit or exclude Customer's liability for:
- a) breach of the Use of Service obligations.
 - b) infringement of intellectual property rights.
 - c) breach of confidentiality. or
 - d) any indemnification obligations.
- 7.4 The Customer hereby agrees and acknowledges that Expereo directly or through its Supplier may at its own option repair, modify or replace the SD-WAN Managed Service in the event the SD-WAN Managed Service is infringing a valid and registered third-party intellectual property.

8 GENERAL

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

9 SERVICE SPECIFIC TERMS & CONDITIONS MAY CHANGE

- 9.1 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. These Service Specific Terms & Conditions, as updated from time to time are accessible at <https://www.expereo.com/terms-conditions>