# ANNEXURE 1 - MASTER SERVICES AGREEMENT

## 1. INTRODUCTION

1.1. Saicom Voice Services (Pty) Ltd (the Supplier) is a provider of telecommunication services (the Services).

1.2. The Customer, as described in the Instruction Letter (Annexure 3), wishes to contract with the Supplier on the terms and conditions set out both in the Proposal as well as the clauses detailed in this agreement.

1.3. The agreement between the parties shall consist of 4 components:

1.3.1. ***MSA*** or ***Master Services Agreement (Annexure 1)*** - Standard terms and conditions detailing the general relationship between the Supplier and the Customer regardless of the Services being provided.

1.3.2. ***Product Specific Terms and Conditions (Annexure 2)*** - Depending on the Services being provided by the Supplier, the Customer is required to sign off product specific terms and conditions relating to different services being provided as per the proposal.

1.3.3. ***Instruction Letter (Annexure 3*)** - This includes Customer details needed by the Supplier to onboard the Customer into its provisioning and billing systems.

1.3.4. ***Proposal*** - This will detail the solution being provided by the Supplier. Included herein will be pricing, product descriptions, contractual durations as well as any exclusions of the Service.

1.4. The Customer warrants that it has been informed of the benefits and detriments of each of the solutions proposed by the Supplier.

## 2. DEFINITIONS

2.1. **ADSL** - asymmetric digital subscriber line, a technology for transmitting digital information over standard telephone lines which allows high-speed transmission of signals from the telephone network to an individual subscriber.

2.2. **Best Effort** - a network service in which the network provider does not provide any guarantees on when or how quickly data will be delivered or the quality of that data when it is delivered. These network services are excluded from service level warranties and undertakings and include FTTH, ADSL, EDGE, 3G, LTE, 5G, Unlicensed Wireless Connectivity and non-dedicated fibre or wireless connectivity.

2.3. **Connectivity Medium-** The medium used to carry services being provided by the Supplier to the Customer from the Customer site to the Supplier data centre.

2.4. **Contract Period-** The number of months the Supplier is contracted to provide services to the Customer as detailed in the Proposal and MSA, provided that where the period specified in the Proposal exceeds or is less than that contained in the MSA, then the period in the Proposal shall apply.

2.5. **Customer** – As per the details in the Instruction Letter contained herein (Annexure 3).

2.6. **ECNS** – electronic communications network services.

2.7. **ECNS licensee** – a service provider that holds an ECNS licence

2.8. **Emergency Maintenance** - is a reactive approach to maintenance in which maintenance work cannot wait for Planned Maintenance to maintain critical systems.

2.9. **Fibre** - a method of transmitting information from one place to another by sending pulses of light through an optical fibre.

2.10. **Initial Term** – means, unless agreed otherwise in the Proposal, a period of 24 (twenty four) months.

2.11. **Intellectual Property** - means copyright and all other intellectual property (including, without limitation, patents, trade marks, service marks, domain names, database rights, trade secrets, design rights, industrial designs and Know-How, (whether registered or unregistered).

2.12. **Licenced Wireless Connectivity** - technology for transmitting digital information using radio frequency spectrum which requires a radio frequency spectrum licence issued by the Independent Communications Authority of South Africa.

2.13. **LTE** – long term evolution, a standard for wireless broadband communication for mobile devices and data terminals, based on the GSM/EDGE and UMTS/HSPA technologies.

2.14. **MSA -** Master Services Agreement.

2.15. **Planned Maintenance** - is a proactive approach to maintenance in which maintenance work is scheduled to take place on a regular basis.

2.16. **Services** - Products and solutions provided by the Supplier as detailed in the Proposal.

2.17. **Supplier** - Saicom Voice Services (Pty) Ltd (Registration Number- 2000/000684/07).

2.18. **Supplier Network** – means both the Supplier's local area network and wide area network.

2.19. **Unlicensed Wireless Connectivity** – technology for transmitting digital information using radio frequency spectrum which does not require a radio frequency spectrum licence issued by the Independent Communications Authority of South Africa.

2.20. Terminology used in this agreement, but which has not been defined herein, shall have the meaning generally ascribed to it in the telecommunications industry.

## 3. DURATION

3.1. This agreement shall commence on the activation of the Services ("the Activation Date") and shall continue for the Initial Term and thereafter indefinitely, until terminated by either Party hereto giving no less than 1 (one) Calendar months written notice to the other party.

3.2. All Services that carry a termination notice period of greater than 1 (one) calendar month will be specified in Annexure 2 - Product Specific Terms and Conditions.

3.3. In the event of termination of this agreement prior to the expiry of the Initial Term, for any reason, other than what has been stipulated in clause 14, the Supplier shall have the right to claim payment of all amounts and charges that the Customer would have been liable for in terms of this agreement in respect of the Initial Term, and the Customer shall be obliged to effect payment of the amount so claimed upon demand.

3.4. The Customer specifically acknowledges that the purchase of bandwidth and infrastructure from the Supplier or Third Party Supplier's is subject to a minimum time period commitment, the full period of which the Customer shall be liable for, regardless of any termination of the Services in accordance with this clause 3 or clause 9.

3.5. The Customer acknowledges that the project management and implementation process can only begin once the Customer has signed and submitted all project related documents to the Supplier. These documents include but are not limited to the MSA, Product Specific Terms and Conditions, Instruction Letter, Proposal, Scope of Work and Landlord Approval where necessary.

3.6. The customer acknowledges that the lead time to install the final Service, as per the signed proposal, will be between 4 to 6 weeks post the date that the relevant connectivity medium has been installed at the customer's premises. Should a connectivity medium not be required or not applicable for the final service, the Suppliers standard lead time of 4 to 6 weeks from project initiation will apply.

## 4. THE SERVICES

4.1. The Supplier shall provide the Customer with the Services at the rates/tariffs set out in the Proposal.

4.2. Ownership of any equipment installed at the Customer's premises, not purchased by the Customer, including but not limited to rented equipment, shall remain solely and exclusively with the Supplier.

4.3. The Customer shall identify that equipment which it has not purchased from, and is still owned by the Supplier, on its lease agreement with its landlord and ensure that it is not subject to any attachment or hypothec. The equipment may not be encumbered by the Customer in any manner or form.

4.4. Should the Customer purchase equipment from the Supplier outright, ownership and all risks related to the equipment shall pass on delivery of the equipment to the Customer.

4.5. The Customer shall allow the Supplier or its approved representative to carry out such work to the equipment as is necessary to effect configuration, installation, maintenance and repair, and indemnifies the Supplier its directors, employees, agents or approved representatives against all damages, costs and expenses incurred or suffered by such entities in doing so, as well as against any claims of whatsoever nature that the Customer might have against the Supplier as a result thereof.

4.6. The Supplier shall use its reasonable endeavours to ensure that the Services are made available to the Customer throughout the subsistence of this agreement, in so far as such elements are within the reasonable control of the Supplier.

4.7. Should the Customer require an interim solution, before the final solution is deployed that involves 3rd party connectivity or services, the Customer will incur costs as per the 3rd party agreement and will be quoted as such in a further proposal.

## 5. FEES

5.1. The Customer shall be liable to the Supplier for all of the costs and expenses detailed in the Proposal. All amounts quoted are exclusive of VAT, for which the Customer shall remain liable.

5.2. All fixed costs shall be billed in advance, and all variable costs will be billed in arrears.

5.3. The Supplier will ensure that invoicing will be processed and delivered monthly, and all invoices for the Services shall be settled by the Customer within 30 (thirty) days of receipt of the invoice.

5.4. Credit and payment terms agreed to between the Supplier and the Customer are subject to a full credit approval process to be completed by any credit vetting agency that the Supplier appoints.

5.5. Any amount falling due for payment by the Customer to the Supplier in terms of or pursuant to this Agreement which is not paid on its due date shall bear interest calculated from the due date for payment thereof until the date of payment, at a rate equal to 2% (two percent) above the prime overdraft rate charged by Standard Bank Limited from time to time.

5.6. Outside the initial period, The Supplier shall be entitled, on 30 (thirty) days prior written notice thereof to the Customer, to increase the fees payable by the Customer to the Supplier set out in the Proposal. Should the Supplier wish to increase fees during the initial period it will provide the Customer with 90 days written notice.

5.7. All courier fees will be passed onto the Customer at cost plus an administration fee for processing. These costs will be billed to the Customer in arrears.

5.8. The initial proposal includes a 1 hour free training session per site. Should customer's need further training this will be quoted for separately on a times and materials basis.

5.9. In the event of a Renewal of any existing agreement/s as quoted for in a Renewal Proposal, the Supplier requires 1 (one) Calendar month's notice from the date of signature to realign all charges.

## 6. INTERNATIONAL SERVICES

6.1. Recovery of Costs when providing services to International Subsidiaries

6.1.1. The South African Holding Company (the Customer) and the in-county Service Recipient (subsidiary of the Customer) are jointly and severally liable under these terms and conditions. In the event of the termination of one or more of the Service(s) pursuant to a breach of these terms and conditions by the Service Recipient, the Customer shall repay to the Supplier on demand all reasonable costs, which the Supplier incurs as a result of the Service Recipient's failure to comply with these terms and conditions or any cancellation hereof.

6.1.2. For example, the Customer's International subsidiary contracts for a connectivity service outside of South Africa. Should the international subsidiary breach contractual terms i.e. non-payment, the South African Holding Company is liable for the subsidiaries contractual commitments.

## 7. SUPPLIER RESPONSIBILITIES

7.1. The Supplier shall make the Services available to the Customer as detailed in each signed Proposal.

7.2. The Supplier agrees to implement, follow up and support the Services, in accordance with a Service Level Agreement if concluded, or as the Parties deem appropriate, in order to foster a satisfactory business relationship between the Supplier and the Customer.

7.3. The Supplier shall designate and maintain an Account Manager for the Customer who will liaise closely with the Customer and act as primary interface for the Customer with the Supplier.

7.4. The Supplier shall inform the Customer about new developments and modifications to the Services or required equipment.

7.5. In terms of the Supplier equipment necessary to provide the Service, where required:

7.5.1. The Supplier shall ensure that the Supplier equipment and, in the event where the equipment consists of more than one component, that each component shall be delivered for installation only at the Customer Premises on or before the estimate delivery date; and

7.5.2. The Supplier shall ensure that all equipment shall be installed at the Customer Premises in accordance with the Supplier's best practice installation and support procedures.

7.6. The Supplier shall maintain and repair the Supplier's equipment free of charge via Saicom's warranty or underlying hardware Return Manufacturer Authorisation (RMA), provided that any damage that has been caused to the equipment has not occurred as a result of the Customer's negligence. Should the Supplier be required to visit the Customer's premises to repair or re-configure the equipment and should it transpire that there was nothing wrong with such equipment or configuration, then, the Customer shall be liable for the Supplier's standard call out and travelling fees.

7.7. The Supplier’s maintenance and insurance of equipment under this clause does not extend to damage caused by the Customer’s negligence, lightening, electrical surges, water or theft.

## 8. CUSTOMER RESPONSIBILITIES

8.1. The Customer shall use the Services only for the purposes for which they are designed and provided, and shall be solely responsible for any fraudulent, unauthorised or improper use of a Service. Customer's use of the Services, and any equipment associated therewith, shall be such as not to interrupt, interfere with or impair service over any of the facilities comprising the Supplier Network.

8.2. Customer shall be solely responsible for the following:

8.2.1. content of information and communications transmitted using the Services; and

8.2.2. use and publication of communications and/or information using the Services.

8.3. The Customer acknowledges and agrees that the Supplier is only an intermediary for the transmission of the Customer and third party information, that the Supplier plays a passive role as a conduit of information for the Customer and third parties, and that the Supplier neither initiates the transmission of information, selects the receivers of the transmission, nor selects nor modifies the information contained in the transmission.

8.4. The Customer shall at its expense allow or secure the Supplier or its contractors access to the Customer Premises to the extent necessary (as reasonably determined by the Supplier) for the installation, inspection and Planned Maintenance or Emergency Maintenance of equipment relating to the Services.

8.5. In the event of an emergency, the Customer shall, upon notice from the Supplier, allow access to the Customer Premises as soon as is reasonably practicable under the circumstances.

8.6. The Customer will be responsible for providing and maintaining, at its own expense, the level of power, heating and air conditioning necessary to maintain the proper environment for the equipment on the Customer Premises.

8.7. The Supplier will provide the Customer with a Local Area Network (LAN) checklist, which needs to be adhered to before the Supplier can perform the installation.

8.8. The Customer will provide a safe place to work and comply with all laws and regulations regarding the working conditions on the Customer Premises.

8.9. The Customer shall not, and shall not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with the Supplier Network or any equipment, without the prior written consent of the Supplier.

8.10. The Customer shall not take any action that causes the imposition of any lien or encumbrance on the Supplier Network or the equipment. The Customer is fully responsible for its LAN onsite and the Customer agrees (which agreement shall survive the expiration, termination or cancellation of any this agreement) to allow the Supplier to remove the equipment from the Customer Premises should the Supplier be justified in doing so e.g. where the Customer has breached the agreement and, despite notice, has failed to remedy the breach.

8.11. It is recorded and agreed that the Customer is aware, and has the obligation at all times for the duration of this agreement to remain aware, of all statutory or other regulatory provisions relating to fixed line, data and wireless telegraphy and telecommunications services applying to the provision and use of the Services via the equipment supplied from time to time. The Customer undertakes to comply at all times with all such statutory or other regulatory provisions. In addition, the Customer shall comply with any reasonable instructions issued by the Supplier which concern the Customer’s use of the Services, the equipment or related matters, and provide the Supplier with all such necessary information that the Supplier may reasonably require.

8.12. Per clause 7.7, since the Supplier’s maintenance and insurance of equipment does not extend to damage caused by the Customer’s negligence, lightening, electrical surges, water or theft, it is the Customer's responsibility to insure the equipment for the total value of replacement.

## 9. SUSPENSION/DISCONNECTION

9.1. The Supplier is entitled, at its sole discretion, to suspend, terminate or change the Services without advance notice upon any misuse of the Services in any way, Customer’s breach of the Agreement, Customer’s failure to pay any sum due hereunder, suspected fraud or other activity by Customer or a User that adversely affects the Services, Supplier, Supplier’s network or another customer’s use of the Services. Supplier will be entitled to determine, at its sole discretion, what constitutes misuse of the Services, and Customer agrees that Supplier’s determination is final and binding on the Customer. Provider may require, and if required, Customer will pay an activation fee as a condition to changing or resuming a terminated or suspended account.

9.2. The Supplier shall be entitled from time to time and with 7 (seven) days written notice (unless an emergency change is needed in which case written notice will be 24 hours) to suspend the Services (and in the Supplier’s discretion disconnect the equipment from the system) in any of the following circumstances:

9.2.1. during any technical failure, modification or maintenance of the system, provided that the Supplier will use its reasonable endeavours to procure the resumption of the Services as soon as reasonably practicable; or

9.2.2. if the Customer fails to comply with any of the terms and conditions of this agreement (including failure to pay any charges due) until the breach (if capable of remedy) is remedied, or

9.2.3. if the Customer does, or allows to be done, anything which in the Supplier's reasonable opinion may have affected or is likely to negatively affect the operation of the Services, and fails to remedy such breach within 7 (seven) days of receipt of written demand to that effect from the Supplier.

9.3. Notwithstanding any suspension of the Services in terms of this clause, the Customer shall remain liable for all charges due hereunder throughout the period of suspension unless the Supplier in its sole discretion confirms otherwise, in writing.

9.4. In addition to what is recorded in this clause 8, the Supplier shall be entitled to suspend or disconnect the Services in the event that the Supplier receives a court order from a South African court or a direction from any lawfully-competent authority requiring the Supplier to suspend or disconnect the Services. If permitted to, under law, the Supplier shall advise the Customer of such order or direction in order to allow it to take such steps as may be required to protect its interests.

## 10. TERMINATION

10.1. In the event that the Customer breaches any term of this agreement or any warranty given by it hereunder or fails to fulfil any obligation resting upon it, then without prejudice to the Supplier's other rights in terms of this agreement or the common law, the Supplier may forthwith and after the expiry of the 7 (seven) days' notice given to the Customer to remedy such breach, either terminate this agreement or call for specific performance of all the Customer's obligations and immediate payment of all sums payable by the Customer to the Supplier in terms of this agreement for the duration of this agreement, whether or not then due, in either event without prejudice to the Supplier's right to recover such damages as it may have suffered by reason of such breach or failure. Notwithstanding the aforegoing and pending the Supplier's election in terms of this clause, the Supplier shall not be obliged to perform any of its obligations under this agreement and the Customer shall remain liable for the payment of all amounts owing by the Customer in terms of this agreement whether or not such amounts are then due.

10.2. The Supplier may, without notice, terminate this agreement immediately upon the happening of any of the following circumstances:

10.2.1. if the Customer fails to pay any amount owing to the Supplier on due date and fails to make such payment within 7 (seven) days of receipt of written demand thereof from the Supplier;

10.2.2. if the Customer makes or offers any arrangement or composition with its creditors or commits any act of insolvency in terms of the Insolvency Act, 1936, or any act which would have been an act of insolvency had it been committed by a natural person or if any petition or application for sequestration, liquidation, winding-up or judicial management is presented by or made against the Customer, or if any resolution to wind-up the Customer is passed or if a receiver, trustee or curator is appointed over the whole or any part of the Customer's assets or estate or if the Supplier anticipates that any of the events as set out in this clause, are imminent; or

10.2.3. if the Customer does or allows to be done anything which in the Supplier's opinion will or may have the effect of negatively affecting the operation of the services, and fails to remedy such breach within 7 (seven) days of receipt of written demand to that effect from the Supplier.

10.3. Upon termination of this agreement for any reason whatsoever, the Supplier shall disconnect and remove the equipment. After disconnection of the equipment consequent upon termination of this agreement, the Customer shall pay, on demand, all charges outstanding at the time of disconnection, as well as all amounts and charges that the Customer would have been liable for in terms of this agreement in respect of the Initial Term should this agreement be terminated prior to the expiry of the initial Term

10.4. Should the Customer cancel the agreement prior to the expiry of the Initial Term, for any reason other than legally provided for in this agreement, the Customer shall be liable for all amounts that would have been owing should the Customer have fulfilled all of its obligations under this agreement.

10.5. Where the Customer is dissatisfied with the Service provided by the Supplier, the Parties shall meet and attempt to resolve the Customer's dissatisfaction within 5 days of the Customer notifying the Supplier of the issue. Should the issue remain unresolved after 5 days of the Customer's notification, the Customer shall be entitled to terminate this agreement without any liability on 2 calendar months' notice

## 11. INTELLECTUAL PROPERTY

11.1. Neither Party shall acquire any rights, title, or interest of any kind in any brand name, logo, trademark or Intellectual Property of the other. For purposes of this clause both Parties hereby acknowledge such brand name, logo, trademarks or Intellectual Property to be the sole and exclusive property of the other Party. Where a Party is granted certain rights to the use of the other Party's brand name, logo, trademarks or Intellectual Property, it shall do all things necessary to protect the other Party's rights in respect of such brand name, logo, trademark or Intellectual Property.

11.2. Any Intellectual Property created by the Supplier for and/or at the request of the Customer, shall be owned by the Supplier until full payment for the Services is made.

## 12. WARRANTIES AND INDEMNITIES

12.1. The Supplier gives no warranties, representations, guarantees or undertakings express or implied, concerning the equipment and/or the Services. Neither Supplier, nor its directors, shareholders, any of its subsidiaries, sub-contractors, employees, affiliates or agents shall be liable or responsible for any loss or damage of whatsoever nature or howsoever arising in consequence of any act or omission by the Supplier, its directors, shareholders, its subsidiaries, sub-contractors, employees, affiliates or agents in the supply of the Services or otherwise, irrespective of whether such loss or damage is attributable to the fault or negligence of the Supplier, its directors, shareholders, its subsidiaries, sub-contractors, employees, affiliates or agents.

12.2. Each Party hereby indemnifies the other against any damage or loss of whatsoever nature suffered by the other and/or any other third party arising as a result of the installation and/or the provision of the services, including such damages or loss arising as a result of negligence.

12.3. Each Party indemnifies the other against any damage or loss of whatsoever nature suffered by the other and/or any other third party by reason of any illness or personal injury of whatever nature, whether foreseeable or not, suffered by the other and/or such third party as a result of the use of the equipment and or the services

12.4. This Clause 12 shall not limit the liability of one Party to the other in any case of fraud, deliberate default, reckless misconduct or gross negligence.

## 13. LIMITATION OF LIABILITY

13.1. Neither Party shall be liable to the other for any indirect or consequential loss or damage (including any loss of profit/contract/opportunity) which may be suffered by the other Party under or in connection with this agreement.

13.2. Subject to Clause 12.1 the total liability of the Supplier under or in connection with this agreement shall, to the extent permitted by law, not exceed 6 (six) months of value of the Services that have been carried out under this agreement.

13.3. Where the insurance cover of any insurance policy that is procured by either Party under this agreement, which is capable of being called upon to cover any liability/damage, exceeds the aggregate cap of liability specified in Clause 12.2. such aggregate cap of liability shall not compromise the insurance cover that can be claimed by either Party to cover the liability/damage in question. Accordingly, the imposition of such aggregate cap of liability shall not be construed as a stipulatio alteri in favour of any insurer who would otherwise be liable to make payment from the insurance cover, to cover a claim that is in excess to such aggregate cap of liability under such insurance policy.

13.4. This Clause 13 shall not limit liability of either Party in any case of fraud, deliberate default, reckless misconduct or gross negligence by either Party.

## 14. EXCUSABLE EVENTS

14.1. Neither Party shall be liable to the other for non-performance under this agreement to the extent to which the non-performance is caused by events or conditions beyond the control of such Party, provided that each Party makes all reasonable efforts to perform. It is expressly recorded that for purposes of this clause the following shall be considered circumstances beyond the control of the parties and the Force Majeure provisions shall apply:-

14.1.1. an ECNS licensee or other third party fault that affects the Service/s; and/or

14.1.2. acts or omissions of any government, government agency, provincial or local authority or similar authority, any laws or regulations having the force of law, civil strife, riots, insurrection, sabotage, acts of war or public enemy, illegal strikes, interruption of transport, lockouts, flood, storm or fire.

## 15. FORCE MAJEURE

15.1. Neither party shall be liable for any delays or failures to perform its obligations under this agreement or any Proposal (except the payment of money due by the Customer) to the extent such delays or failure is caused through a Force Majeure Event, which means any circumstances beyond the reasonable control of the Supplier including but not limited to inability or delay caused through an outage to any submarine cables, fire, flood, riot, act of God, severe weather, lightning, explosion, civil commotion, labour shortage or labour dispute, failure or shortage of power supplies, malicious damage, storm, tempest, act or threat of terrorism, war, military operations, act of government or other competent regulatory authority, or any other circumstances which may affect the safety of the Party or its personnel carrying out repair or restoration duties or which may cause an outage to any submarine cables or other infrastructure or omissions of third parties (other than the Customer's own customers or accounts for whom the Customer shall remain responsible) or any other cause that is beyond the Party's reasonable control or that such Party could not have reasonably prevented (a "Force Majeure Event").

15.2. If either Party is delayed in performing its obligations under this agreement as a result of a Force Majeure Event, it shall give to the other Party at the earliest possible time after the Force Majeure Event becomes known, written notice of its claim for any extension of time for its performance, together with a description of the Force Majeure Event on which it bases its claim of Force Majeure.

15.3. If a Force Majeure Event continues for a period of 30 (thirty) days, either Party may terminate this Agreement without penalty by giving notice in writing to the other Party.

INITIALS: ___________

## 16. ANTI-BRIBERY & CORRUPTION

16.1. The Parties hereby warrant that, prior to and for the duration of this agreement, they will comply (and will procure that all their employees, directors, officers or agents comply) with all laws, regulations or policies relating to economic sanctions, trade sanctions and/or export controls and the prevention and combating of bribery, corruption and money laundering ("Anti-Corruption and Sanctions Regulations"), to which either Party or their affiliates are subject.

16.2. In particular, the Parties undertake not to, and will procure that all their employees, directors, officers or agents, do not:

16.2.1. pay, promise to pay or offer to pay, or authorise the payment of any commission, success fee, bribe, pay off or kickback related to the Services that violates any Anti-Corruption and Sanctions Regulations or enter into any agreement pursuant to which any such commission, success fee, bribe, pay off or kickback may, or will at any time be paid; or

16.2.2. offer, promise or give any undue monetary or other advantage, whether directly or indirectly to any public official, with the intent of influencing the actions or decisions of such official in performance of his/her official duties, with the purpose of obtaining or retaining business or other improper benefit or advantage.

## 17. DATA PROTECTION

17.1. This agreement will be applicable to all personal information as defined in the Protection of Personal Information Act, 4 of 2013 ("POPI").

17.2. By either Party submitting any personal information to the other, the disclosing Party unconditionally and voluntarily, consents to the processing of the submitted personal information for any and all purposes related to this agreement.

17.3. The Parties agree and consent that its personal information may be processed by, or on behalf of either of the Parties for the purposes set out in the Agreement.

17.4. The Parties shall at all times comply with its obligations and procure that each of its Affiliates comply with their obligations under POPI.

17.5. The Parties shall ensure that any personal information that is processed by it in the course of performing its obligations under the Agreement is done in accordance with POPI.

17.6. Each Party shall not process, disclose or use personal information except:

17.6.1. to the extent necessary for the provision of Services and/or Products under the Agreement; or

17.6.2. to fulfil their own obligations under the Agreement; or

17.6.3. as otherwise expressly authorised by the other Party in writing.

17.7. Each Party shall not disclose any personal information to any Third Party without the other Party's prior written consent in each instance, other than to the extent required by any Regulator or Law.

17.8. In the event the other Party providing such consent necessary for the disclosure of personal information to a Third Party, each Party shall:

17.8.1. make such disclosure in compliance with POPI; and

17.8.2. enter into a written agreement with the applicable Third-Party recipient of such personal information that requires such Third Party to safeguard the personal information in a manner no less restrictive than each Party's obligations under these terms.

17.9. The Parties shall implement and maintain an effective security safeguards that includes, but is not limited to administrative, technical, and physical safeguards, and appropriate technical and organisational measures, in each case, adequate to insure the security and confidentiality of personal information, and to protect against any anticipated risks to the security or integrity of personal information, protect against unauthorised access to or use of personal information, protect personal information against unlawful processing or processing otherwise than in accordance with this agreement, and protect against accidental loss, destruction, damage, alteration or disclosure of personal information.

17.10. Without limiting the foregoing, such safeguards and measures shall be appropriate to protect against the harm that may result from unauthorised or unlawful processing, use or disclosure, or accidental loss, destruction or damage to or of Personal Information and the nature of the personal information, and shall maintain all safeguard measures as is required by POPI**.**

17.11. Each Party shall not use, process, store, transfer or permit access to any personal information across the borders of South Africa, without the written consent of the other Party.

17.12. In the event of any actual, suspected or alleged security breach, including, but not limited to, loss, damage, destruction, theft, unauthorised use, access to or disclosure of any personal information, each Party shall:

17.12.1. notify the other Party as soon as practicable after becoming aware of such event;

17.12.2. provide the other Party will all information regarding the breach in the Party's knowledge and possession to allow the Party to ascertain what has occurred and which personal information has been affected;

17.12.3. promptly take whatever action is necessary, at each Party's own expense, to minimise the impact of such event and prevent such event from recurring

## 18. NOTICES AND DOMICILIA

18.1. The Supplier and the Customer hereby choose as their domicilia citandi et executandi the addresses recorded in the Instruction Letter.

18.2. Unless otherwise agreed by the Parties, any notice to be given to a Party shall be valid and effective only if it is given in writing, provided that any notice given by e-mail, and sent to the e-mail address recorded on the Instruction Letter, shall be regarded for this purpose as having been given in writing.

18.3. Any notice which is delivered by a Party to the other Party at its domicilium citandi et executandi shall be deemed to have been received on the day of delivery, provided it was delivered to a responsible person during normal business hours.

18.4. Any notice which is sent by e-mail by a Party to the other Party at its e-mail address shall be deemed to have been received on the next business day following transmission, provided that in the event of any doubt regarding actual delivery, reasonable proof of such delivery shall be provided.

## 19. CERTIFICATE & COSTS & SET-OFF

19.1. A statement signed by a manager of the Supplier, whose appointment it shall not be necessary to prove, specifying the amounts due, owing and payable by the Customer in terms of this agreement, from time to time, shall be prima facie proof of its contents, and sufficient for all purposes, including obtaining judgment and provisional sentence against the Customer.

19.2. The Customer shall repay to the Supplier on demand all costs the Supplier actually incurs as a result of the Customer's failure to comply with the terms and conditions of this agreement and/or the cancellation hereof including all legal costs on an attorney and own client scale.

19.3. The Customer shall not be entitled to set off any amount/s that may be owing to it by the Supplier against any amount it owes or may owe the Supplier in terms of this agreement

## 20. DISPUTE RESOLUTION

20.1. Any dispute arising out of or in terms of this agreement, including, but not limited to, its implementation, execution, interpretation, rectification, termination or cancellation shall be subject to South African law and shall be settled as follows:

20.1.1. In the event of any dispute where the monetary value of the dispute is below R50 000 (Fifty Thousand Rand) as determined by the claimant in the dispute, such dispute shall be resolved through proceedings instituted in a division of the High Court of South Africa having jurisdiction over the dispute, provided that the Supplier shall, at its sole discretion, be entitled to elect to institute legal proceedings in a Magistrates Court having jurisdiction over the matter.

20.1.2. In the event of disputes having a monetary value of R50 000 (Fifty Thousand Rand) and above or any other dispute that does not relate to a monetary claim, such dispute shall be referred to arbitration in accordance with the Arbitration Foundation of Southern Africa's Rules for Commercial Arbitration. Such arbitration shall be held in Johannesburg.

20.2. Notwithstanding any cancellation of the agreement, the provisions of this clause, together with those intended to survive the termination of this agreement, shall continue to be binding on the Parties.

20.3. Despite what is said above, any Party shall be entitled to apply for, and if successful, be granted an interdict from any competent court having jurisdiction, pending resolution of the dispute in accordance with this clause.

## 21. CONFIDENTIALITY

21.1.1. Without the prior written consent of the other Party, the Parties shall keep confidential and will not disclose to any person:

21.1.2. the details of this agreement, the details of the negotiations leading to this agreement and the information handed over to such Party during the course of negotiations, as well as the details of all the transactions or agreements contemplated in this agreement;

21.1.3. all information relating to the business or the operations and affairs of the Parties; and

21.1.4. all information, knowledge, technology, data, documents, literature, trade secrets and know-how of the Parties, whether or not patented or capable of being patented, or bearing copyright or any other Intellectual Property rights, and whether any such rights vest in the Parties by virtue of statutory or common law,l

21.1.5. (together "confidential information").

21.1.6. The Parties agree to keep all Confidential Information confidential and to disclose it only to their officers, directors, employees, consultants and professional advisors who:

21.1.6.1. have a need to know (and then only to the extent that each such a person has a need to know);

21.1.6.2. are aware that the Confidential Information should be kept confidential;

21.1.6.3. are aware of the disclosing Party's obligations in relation to such information in terms of this agreement; and

21.1.6.4. have been directed by the disclosing Party to keep the Confidential Information confidential and have undertaken to keep the Confidential Information confidential.

21.1.7. The obligations of the Parties in relation to the maintenance and non-disclosure of Confidential Information in terms of this agreement do not extend to information that:

21.1.7.1. is disclosed to the receiving Party in terms of this agreement but at the time of such disclosure such information is known to be in the lawful possession or control of that Party;

21.1.7.2. is not subject to an obligation of confidentiality;

21.1.7.3. is or becomes public knowledge, otherwise than pursuant to a breach of this agreement by the Party who disclosed such confidential information; or

21.1.7.4. is required by the provisions of any law, statute or regulation, or during any court proceedings to be disclosed and the Party required to make the disclosure has taken all reasonable steps to oppose or prevent the disclosure and to limit, as far as reasonably possible, the extent of such disclosure and has consulted with the other Party prior to making such disclosure.

## 22. NON-SOLICITATION

Neither Party shall, whether directly or indirectly, approach, appoint, employ, offer to employ or offer to contract any individual who renders to or has rendered Services on behalf of such Party, including employees and independent consultants for the duration of this agreement and for a period of 1 (one) year thereafter, unless specifically agreed to beforehand by the other Party, in writing. Should a Party choose to solicit or recruit in contravention of the provisions of this clause 21, the soliciting Party shall pay to the non-soliciting Party within 30 (thirty) days of receipt of notice to that effect, the sum equal to 40% (forty per cent) of the gross annual salary or value of an employment agreement offered to the individual, by way of compensation and costs of recruitment and training associated with the replacement of such individual.

## 23. ASSIGNMENT

Neither Party shall be entitled to cede, assign, transfer, encumber or delegate any of its rights or obligations in terms of this agreement to any third party without the other Party's prior written consent.

## 24. SEVERABILITY

In the event of any one or more of these terms and conditions being unenforceable, it will be deemed to be severable from the remainder of this agreement, which will nevertheless be binding and enforceable.

## 25. CONSENT

The Customer consents to the Supplier or its appointed agent making enquiries about the Customer's credit record with any credit reference agency and any other party to confirm any aspect of the Customer's information.

## 26. INDULGENCES

No indulgence granted by a Party shall constitute a waiver of any of that Party's rights under this agreement; accordingly, that Party shall not be precluded, as a consequence of having granted such indulgence, from exercising any rights against the other which may have arisen in the past or which may arise in the future.

## 27. AUTHORITY TO BIND

Each Party warrants and represents to the other Party that it has taken or caused to be taken all steps, actions and corporate procedures necessary to cause this agreement to be binding upon it and that it has the full right and authority to enter into this agreement and to perform all of its obligations hereunder. Where requested, a Party shall provide proof of such authority.

## 28. LEGAL COSTS

Each Party shall bear and pay its own costs of and incidental to the negotiation, drafting, preparation and execution of this agreement.

## 29. WHOLE AGREEMENT

This agreement constitutes the whole agreement between the Parties as to the subject matter hereof. No agreements, representations or warranties between the Parties regarding the subject matter hereof other than those set out herein, the Instruction Letter and the proposal from the Supplier to the Customer are binding on the Parties. No agreement to vary, add to or cancel this agreement shall be of any force or effect unless reduced to writing and signed on behalf of all the Parties to this agreement. In the event of any conflict between this agreement and any other contract, the terms of this agreement shall prevail. Notwithstanding anything else contained in any other agreement between the parties, the Customer shall under no circumstances be entitled to withhold any payment for any reason whatsoever and any dispute as to the delivery of goods and/or the quality of Service shall be dealt with in terms of the dispute resolution clause above.

END OF ANNEXURE 1

# ANNEXURE 2 - PRODUCT SPECIFIC TERMS AND CONDITIONS

All these product-specific terms and conditions need to be read in conjunction with the Master Services Agreement ("MSA"). Where any conflict occurs, the provisions of the MSA shall prevail.

## ANNEXURE 2 A - SIP TRUNKING AND CLOUD PBX

### 1. INTRODUCTION

1.1. These terms and conditions set out the legal framework for the provision and use of SIP Trunking and Cloud PBX Services provided by the Supplier.

### 2. DEFINITIONS

2.1. **Calendar Month -** a full calendar means from the 1st day to the end of the month.

2.2. **CLI** – Calling Line Identification.

2.3. **Co-Terminus** - Two or more agreements or contracts (such as leases) so linked that both expire or terminate at the same time.

2.4. **PBX Services** - Private Branch Exchange.

2.5. **SIP trunking** - The termination of calls made to mobile and fixed line networks in South Africa and around the world.

2.6. **UnifyOne with Webex Application** – means a mobile application developed by the Supplier that permits voice calls to be made using data (LTE or WiFi) and also contains presence (the ability to determine a user's availability status), instant messaging and video/audio meeting functionality.

### 3. PBX SERVICES

3.1. The Supplier will be providing PBX Services to the Customer.

3.2. All features of the PBX service can be added or removed from each extension forming part of the overall agreement.

3.3. The solution can scale up and down during the contract period and only the hardware component if applicable relating to the Service will continue to be charged for the remainder of the contract period.

3.4. Premium rated numbers which attract charges above the standard rates that networks charge, will be billed for separately, at the cost price thereof plus a premium for administration charges.

3.5. It shall indemnify the Supplier against any loss suffered by the Supplier as a result of any use, hacking or mis-use of the Customer's phone system.

3.6. Service quality and coverage available to the Customer shall be limited to that provided by the ECNS licensees and the Services may from time to time be adversely affected by physical features such as buildings and underpasses as well as atmospheric conditions, network congestion, network quality and other causes of interference.

3.7. Any Customer sharing broadband, contended, best effort connectivity (e.g. ADSL, LTE, FTTH) for voice and data requirements may experience, but not limited to, the following voice related issues:

3.7.1. Poor call quality;

3.7.2. Dropped calls;

3.7.3. Slow physical handsets and soft customers (delay in dialling out);

3.7.4. One way audio issues;

3.7.5. Handsets or soft customers deregistering; and

3.7.6. Voice portal lock outs.

3.8. As the Supplier has no control over a best effort connectivity service, or how it performs, the Supplier cannot be held responsible for these issues. The Supplier will troubleshoot and resolve issues where possible, but without dedicated connectivity, the Supplier cannot guarantee a quality service. This applies to all best effort services. There will be no guaranteed time to resolve for best effort services.

3.9. The Customer acknowledges and will not hold the Supplier liable when using the Supplier's Mobile UnifyOne Application due to call quality issues experienced. The Customer further acknowledges that the quality of the application is solely dependent on the connection to the Internet via a Wi-Fi hotspot or over the Mobile Networks. Whilst the Supplier recommends using the Mobile UnifyOne Application over enterprise grade Wi-Fi and LTE networks, it still cannot control the user experience as these networks can become congested and are susceptible (in the case of Wi-Fi) to interference.

3.10. It shall not hold the Supplier, any of its employees, directors or agents liable for any non-availability of the Services or for any other reason.

3.11. For both SIP Trunking and PBX purposes the Supplier reserves the right to register Customer numbers with TrueCaller to avoid these numbers being displayed as SPAM by the TrueCaller Application. Notwithstanding this clause 3.11 The Supplier takes no responsibility for numbers appearing on TrueCaller and will not be liable for any losses incurred by the Customer should this occur.

## 4. HANDSETS

4.1. In the case of additional handsets being deployed during the contract period the following is applicable:

4.1.1. In the case of new contracts for Services contained in this Annexure 2, the Supplier shall always provide new handsets.

4.1.2. In instances where a contract is extended, renewed or novated or where the Supplier is required to replace a damaged handset or supply additional handsets on a co-terminus basis, it reserves the right to supply refurbished handsets or continue using existing handsets

## 5. SOFTcustomerS

The Customer acknowledges and agrees that upon ordering UnifyOne with Webex softcustomer's, the use of UnifyOne is subject to the following Cisco terms:

5.1. Cisco End User License Agreement for the Cisco customer software installed by end user: www.cisco.com/go/eula

5.2. Cisco Privacy Data Sheets for Webex Meetings and Webex Teams:

https://trustportal.cisco.com/c/dam/r/ctp/docs/privacydatasheet/collaboration/cisco-webex-meetings-privacy-data-sheet.pdf

## 6. SIP TRUNKING SERVICES

The Customer acknowledges and agrees that:

6.1. It is responsible for all charges attributable to its account incurred with respect to the Services. It agrees to notify the Supplier immediately in writing via support@saicom.io or by calling the Supplier customer care line at +27 10 140 5050, if the customer becomes aware at any time that Services are being stolen or fraudulently used. It is responsible for all usage charges attributable to its account, even if incurred as a result of fraudulent or unauthorized use by third parties, until it reports the theft or fraudulent use of the Services. It is solely responsible for securing all passwords and access numbers to guard against and prevent unauthorised access to Services by third parties. The Supplier may, but is not obligated to, detect or report unauthorized use or fraudulent use of Services. It agrees to save, defend, indemnify and hold the Supplier harmless from all claims, costs, liabilities and damages arising out of such fraudulent or unauthorised use.

6.2. It shall keep all of its systems secure and its passwords sufficiently complex to prevent hacking.

6.3. It shall ensure that its PBX and systems are free from known vulnerabilities.

6.4. That the hacking of phone systems is a major problem and that third parties are continually attempting to hack into PBX and phone systems in order to transmit fraudulent traffic. The Customer acknowledges that it will take all necessary measures to protect its systems from such attacks and abuse and that it shall be liable to the Supplier for any traffic which emanates from its telephony system and public or private IP address allocated to the customer.

6.5. Premium rated numbers which attract charges above the standard rates that networks charge, will be billed for separately, at the cost price thereof plus a premium for administration charges.

6.6. It shall indemnify the Supplier against any loss suffered by the Supplier as a result of any use, hacking or mis-use of the Customer's phone system.

6.7. The Supplier may attempt to limit such loss, but is not obligated to, from hacking by suspending service and/or blocking certain number ranges and/or country codes. Notwithstanding such attempts by the Supplier to prevent such fraud, it shall in no way be held liable should it fail to prevent any such fraud and the Customer remains solely and absolutely liable in respect of all traffic sent to the Supplier from its telephony system.

6.8. Service quality and coverage available to the Customer shall be limited to that provided by the ECNS licensees and the Services may from time to time be adversely affected by physical features such as buildings and underpasses as well as atmospheric conditions, network congestion, network quality and other causes of interference.

6.9. Any Customer sharing broadband, contended, best effort connectivity (e.g. ADSL, LTE or FTTH) for voice and data requirements may experience, but not limited to, the following issues:

6.9.1. Poor quality;

6.9.2. Dropped calls;

6.9.3. Slow phones (delay in dialling out);

6.9.4. One way audio issues;

6.9.5. Phones deregistering; and

6.9.6. Voice portal lock outs.

6.10. As the Supplier has no control over a best effort service, or how it performs, the Supplier cannot be held responsible for these issues. The Supplier will troubleshoot and resolve issues where possible, but without dedicated connectivity, the Supplier cannot guarantee a quality service. This applies to all best effort services. There will be no guaranteed time to resolve for best effort services.

6.11. The Customer agrees that all traffic running through the Customer's SIP trunk must be originated locally in South Africa and be presented with a local CLI on termination to the various South African fixed and mobile operators.

6.12. Should any calls originate outside South Africa with an international CLI these calls will be charged at a premium rate governed outside of this agreement at a minimum of R3 per minute. In this instance, the Customer will also be liable for any damages that the Supplier may incur as a result of spoofing and/or a misrepresentation of any originating numbers (also known as "A numbers").

6.13. It shall not hold the Supplier, any of its employees, directors or agents liable for any non-availability of the Services or for any other reason.

6.14. For both SIP Trunking and PBX purposes the Supplier reserves the right to register Customer numbers with True Caller to avoid these numbers being displayed as SPAM by the True Caller Application. Notwithstanding this clause 6.14 The Supplier takes no responsibility for numbers appearing on True Caller and will not be liable for any losses incurred by the Customer should this occur.

## 7. WHOLESALE SIP TRUNK CHANNEL COSTS

7.1. The Supplier will Zero-Rate the cost of SIP Trunk Channels for Wholesale SIP trunks only. The following conditions are required for SIP Trunk Channels to be zero-rated:

7.1.1. The Customer has their own Session Border Controller (SBC), Softswitch or PBX to be used for aggregation of voice break-in and break-out.

7.1.2. Average ASR of 60% for any given period where calls are made on the Suppliers Network.

7.1.3. CAPS will be limited to 20 Call Attempts Per Second. Additional CAPS will be reviewed per Customer requirement.

7.1.4. The Customer will be supplied with a single aggregation SIP trunk. Should the Customer require SIP Trunks per Subscriber/Branch/Customer, Enterprise SIP trunk Services will be required and charged at the Suppliers Standard rates.

7.2. Should the Supplier deem the SIP trunk agreement to not be economically feasible, The Supplier reserves the right to charge for SIP Trunk Channels by giving one months written notice. The cost of a SIP Trunk channel has a minimum charge of R35 per channel configured.

## 8. UNCAPPED VOICE BUNDLE

8.1. An Uncapped Voice Bundle is only available per extension with the Supplier's Hosted PBX solution.

8.2. This product is not available for call centres.

8.3. The service may not be used in conjunction with bulk outbound calling applications / diallers, an example of which is a call centre solution.

8.4. Excludes calls to premium numbers, international destinations and special service numbers including 0860, 0861, 0800 numbers.

8.5. Fair use policy to apply in cases of high usage and/or abuse of benefits. The Supplier will monitor costs and revenue associated with outbound and inbound calls and once high usage and/or abuse has been detected, the Supplier reserves the right to cancel the Uncapped Voice Bundle and standard call rates will apply.

## 9. CALL RECORDING

9.1. The Supplier's Call Recording platform is priced in the following manner:

9.1.1. A cost per month, per user, that enables call recording.

9.1.2. A monthly storage cost per minute stored on the Supplier Call Recording platform. This storage cost will be indicated on the quote / proposal.

9.1.3. The Call Recording storage costs are subject to annual price increases by the Suppliers Call Recording partner. These price increases will be communicated with a 1 month notice period.

9.1.4. Should the Customer choose to bulk download, bulk download and delete or delete stored Call Recordings from the Suppliers Call Recording platform, the cost model to bulk download is as follows;

9.1.4.1. Bulk download only = 4 times monthly storage Tier cost plus a setup cost per request.

9.1.4.2. Bulk download and delete  = 5 times monthly storage Tier cost plus a setup cost per request.

9.1.4.3. Delete only = 3 times monthly storage Tier cost plus a setup cost per request.

9.1.5. The Customer will allow the Supplier 4 to 6 weeks for the bulk downloaded Call Recordings to be made available for download via Secure FTP (SFTP) or the Customer may supply a physical storage device for the downloaded Call Recordings to be saved to.

## 10. CUSTOMER RESPONSIBILITIES

10.1. The Customer is required to provide a safe and secure location on the Customer Premises to house the Supplier's equipment. The Supplier requires that the location where its equipment will be terminated, be adequately ventilated and secured with access to electrical points: for example, a small server room with acceptable cooling or ventilation and sufficient space would suffice.

10.2. The Customer is required to provide a working LAN (Local Area Network) as specified in the Site Readiness document that will be provided as part of the installation of Cloud PBX services.

10.3. In the event that the Supplier's installation team or contractors arrive onsite and a working LAN is not available at the time of installation, the supplier reserves the right to charge for additional installation costs on a time and material basis.

END OF ANNEXURE 2 A

# ANNEXURE 2 B - FIBRE AND LICENCED WIRELESS CONNECTIVITY

## 1. INTRODUCTION

1.1. These terms and conditions set out the legal framework for the provision and use of Fibre and Licenced Wireless Services provided by the Supplier.

## 2. DEFINITIONS

2.1.

2.2. **Best Effort** - a network service in which the network provider does not provide any guarantees on when or how quickly data will be delivered or the quality of that data when it is delivered. These network services are excluded from service level warranties and undertakings and include FTTH, ADSL, EDGE, 3G, LTE, 5G, Broadband Fibre, Unlicensed Wireless Connectivity and non-dedicated fibre or non-dedicated wireless connectivity.

2.3. **Calendar Month -** a full calendar means from the 1st day to the end of the month.

2.4. **Connectivity** - The medium used to carry services being provided by the Supplier to the Customer from the Customer site to the Supplier data centre. This medium can either be Fibre, Licenced or unlicensed Point to MultiPoint or Point to Point Wireless, ADSL or LTE.

2.5. **Medium is Live** - When the Service Provider/Connectivity Carrier the Supplier has contracted to supply the Connectivity Medium providers a certificate of handover, the service is considered Live and billing for the Connectivity medium will be activated from this date.

2.6. **New Build** - Including but not limited to the deployment of further equipment, incurrence of unexpected expenditure or unplanned trenching or reticulation of fibre to connect the Customer to the Supplier network.

## 3. FIBRE SERVICES

3.1. Fibre installation pricing is best estimate and may vary following a detailed site survey, estimated costs will then be amended accordingly.

3.2. Fibre Connectivity installations can take up to 6 months to be installed.

3.3. The Initial Term will only come into effect once the fibre is installed and goes live.

3.4. The Supplier retains the rights to adjust dates, or reject connections to sites that require New Build.

3.5. All Fibre installation lead times quoted are based on desktop feasibility using online tools supplied by our last mile fibre carriers. Installation lead times are therefore estimates and require a physical site survey to be carried out. Only once the site survey has been completed and the Supplier reviews the survey report, can more accurate lead times be supplied to the Customer.

3.6. The only instances where a fibre link will be decommissioned prior to the Initial Term expiry date are by agreement, as a result of the Customer's breach or as a result of a Force Majeure Event. No Supplier fibre link substitution is allowed when a link is decommissioned prior to the Initial Term expiry date.

3.7. If the Supplier fibre link is decommissioned during the Initial Term, a decommissioning fee of R7 500 (seven thousand five hundred Rand) is payable. In addition to the decommissioning fee the charges relating to the balance of the agreement become due and payable.

3.8. The Customer indemnifies the Supplier and will not hold it liable for any charges relating to fibre agreements it still has in place with other 3rd party providers. Should a Customer still be in contract with a different 3rd party provider at the time that the Supplier's fibre link goes live, the Customer acknowledges that it will be liable for all charges levied by the Supplier from the date the fibre link is installed and the Ready for Service Date (defined below) has been determined and for the duration of the contract period.

## 4. WIRELESS SERVICES

4.1. Wireless Connectivity installations can take up to 3 months to be installed.

4.2. Wireless installation pricing is best estimate and may vary following a detailed site survey. Costs will then be amended accordingly.

4.3. Should 3rd party equipment, for example a cherry picker, need to be rented or purchased for the installation of a wireless link, the Customer will be charged for this over and above any installation fees already quoted.

4.4. All Wireless installation lead times quoted are based on desktop feasibility using online tools supplied by our last mile wireless carriers. Installation lead times are therefore estimates and require a physical site survey to be carried out. Only once the site survey has been completed and the Supplier reviews the survey report, can more accurate lead times be supplied to the Customer.

4.5. The Initial Term, regarding the wireless portion of the agreement, will only come into effect once the wireless link is installed and the Ready for service date (defined below) has been determined.

## 5. AGGREGATION OF CONNECTIVITY

5.1. No aggregation and/or sharing of links is allowed by the customer unless the Customer has been quoted on a connectivity product for the purpose of aggregation. Should the Supplier detect that aggregation has been configured, the supplier has the right to upgrade the service to a product that supports aggregation and this may incur additional monthly and setup charges.

## 6. BEST EFFORT SERVICES

6.1. Where the Supplier provides Best Effort services such as Broadband Fibre or Broadband Wireless Connectivity, the Supplier cannot provide any guarantees on the network service level or voice services that traverse the Best Effort Connectivity.

6.2. If the Supplier can provide a dedicated Voice VLAN to separate data and voice traffic over the Best Effort service, the Voice VLAN will be quoted separately. Voice services that run over a dedicated Voice VLAN can be guaranteed by the Supplier. Not all Best Effort services can be configured with a Voice VLAN and varies between last mile carriers or providers.

## 7. ACCEPTANCE AND TESTING

7.1. The Supplier shall provide the Customer with written notice once the Services are deemed ready and available for use. The Customer will have three (3) business days to test the Services, at the Customer's own expense, and notify the Supplier in writing if the Services are in material non-compliance with the applicable technical specifications set forth in the relevant Proposal.

7.2. If no written notice is received from the Customer within such three (3) business day period, the Customer shall be deemed to have accepted the Services and the "Ready for Service Date" shall be the date on which the Supplier provided the notice of availability to the Customer.

7.3. If the Customer delivers notice of material non-compliance within the three business day period, the Supplier shall promptly take such reasonable action as is necessary to correct any such non-compliance in the Services and shall notify the Customer of a new Ready for Service Date upon correction. The Customer Party shall be charged on and from the Ready for Service Date.

7.4. Billing for all connectivity types will take effect as soon as the medium is live. Billing for connectivity will not be delayed for any reason including but not limited to:

7.4.1. Customer's Cabinet not ready for Supplier equipment to be installed. This includes any CPE, Switch or any other Supplier owned equipment.

7.4.2. Customer LAN not yet functional

7.4.3. Customer is not able to give the Supplier access to their site to finish installing equipment.

7.4.4. Customer has not yet moved into the premises where the connectivity medium is now live.

7.4.5. Customer cancels with their existing vendors and there is a billing overlap between the Supplier and any other 3rd party provider.

7.4.6. Customer has ordered dual connectivity mediums (e.g Fibre and Wireless) - Billing will commence for each medium separately as soon as each of them are available to use.

## 8. ABORTIVE COSTS

8.1. If the Customer has signed an agreement for connectivity services for which the construction by the Supplier or a 3rd party of duct infrastructure along a route; and/or

8.2. access build into a private property in order for the Supplier or a 3rd party to render the Services in terms of an Instruction Letter and the Customer cancels the Instruction Letter prior to the Services in terms thereof having been activated, then the Customer shall be liable to pay to the Supplier–

8.2.1. in the event that the Supplier has not at the time of cancellation by the Customer entered into an agreement with any third party relating to the rendering of services along the same route as constructed for the Customer, the total cost of construction, including financing and all related costs, incurred by the Supplier; or

8.2.2. in the event that the Supplier has at the time of cancellation by the Customer entered into an agreement with one or more third parties relating to the rendering of services along the same route as constructed for the Customer, an amount calculated in accordance with the 3rd party contract and its terms of cancellation.

## 9. CANCELLATIONS

9.1. For all Connectivity Services, refer to clause 9.4 below for the written notice period of termination to the other Party upon the expiration of the initial or renewed contract term.

9.2. If the Customer terminates a service prematurely within the initial or renewed contract term, the Customer will be liable for an early-termination penalty equal to the contract value of the remainder of the term.

9.3. Downgrades shall only be permitted after the initial Contract Term as specified on the order form/quotation.

9.4. Cancellation notice period per underlying carrier for Connectivity Services:

| Carrier | Service | Cancellation Notice Period |
|---|---|---|
| Comsol | CX (Point to MultiPoint) Microwave wireless | 1 (one) Calendar month |
| Comsol | CX Plus (Point to Point) Microwave wireless | 3 (three) Calendar months |
| DFA | Magellan Fibre | 3 (three) Calendar month |
| DFA | Helios Fibre | 3 (three) Calendar months |
| DFA | Broadband Fibre | 1 (one) Calendar month |
| DFA | Microwave wireless | 1 (one) Calendar month |
| Frogfoot | Fibre | 3 (three) Calendar months |
| Link Africa | Fibre | 1 (one) Calendar month |
| MFN | Fibre | 1 (one) Calendar month |
| MTN | Microwave wireless | 3 (Three) Calendar months |
| OpenServe | Fibre | 1 (one) Calendar month |
| SADV | Fibre | 1 (one) Calendar month |
| Seacom | Fibre | 1 (one) Calendar month |
| VO Connect | Microwave wireless | 1 (one) Calendar month |
| Vumatel | Fibre | 1 (one) Calendar month |
| Vodacom | Wireless | 3 (three) Calendar months |

END OF ANNEXURE 2 B

# ANNEXURE 2 C - APN

## 1. INTRODUCTION

1.1. These terms and conditions set out the legal framework for the provision and use of APN Services provided by the Supplier.

## 2. DEFINITIONS

2.1. **APN** means Access Point Name.

2.2. **Calendar Month -** a full calendar means from the 1st day to the end of the month.

2.3. **CD** means Cancellation Date and is the date that the supplier received the official cancellation from the customer

2.4. **CDR(s)** means A Charging Data Record (CDR) is, in 3GPP parlance, a formatted collection of information about a chargeable telecommunication event (making a phone call, using the Internet from your mobile device). Used for user billing: a telecom provider transfers them from time to time in order to send bills to their users.

2.5. **CUD** means Current Usage Data and is the usage at the time of STD

2.6. **CHAP** means Challenge Handshake Authentication Protocol.

2.7. **Data Cap, Cap or Capping** means the amount of data allocated as part of the package subscription (E.g. 1GB is allocated on the package and once the 1GB is depleted or out of bundle usage will apply).

2.8. **DIM** means Days in a Month and are the total days in the month of STD

2.9. **Enterprise Data Bundle** (EDB) means a bundle which is allocated to a Customer, this bundle can be shared between all users who are employees and/or contractors of such entity

2.10. **Equipment** means the hardware, including but not limited to a modem, router or smartphone, which will be sold or rented to the Customer.

2.11. **FQDN** / Fully Qualified Domain Name means a domain name that specifies its exact location in the tree hierarchy of the Domain Name System.

2.12. **GiB** means Gibibyte, 1024GB equals 1TiB.

2.13. **GPRS** means Global Packet Radio Service.

2.14. **In-Bundle** means the allocated data included as part of the subscription being used. This will differ based on the size of the package applied for.

2.15. **Kbps** means Kilobits per second.

2.16. **KiB** means Kibibyte, 1024KB equals 1MiB.

2.17. **MiB** means Mebibyte, 1024MB equals 1GiB.

2.18. **Mbps** means Megabits per second.

2.19. **Migration** means moving to a package, of the same technology, of either a lower or higher subscription value.

2.20. **MNO** means Mobile Network Operator.

2.21. **Network** means the mobile telecommunication network and/or the wireless platform for Internet and/or voice services that is resold by the Supplier.

2.22. **Network Coverage** means the geographical area within which the Mobile Network Operator data services can be accessed and used by the subscriber.

2.23. **OOB** means Out of Bundle and refers data usage which is greater than the EDB or PEDB. All data > PEDB and/or EDB will be considered Out of Bundle and attract the contracted OOBR

2.24. **OOBR** means Out of Bundle Rate and is the contracted rate at which overage or data used outside of EDB is billed

2.25. **PEDB** means Pro-rated Enterprise Data Bundle and is calculated as PEDB=((EDB)/DIM)*STD)

2.26. **PAP** means Password Authentication Protocol.

2.27. **Radius** means Remote Authentication Dial-In User Service (RADIUS) is a networking protocol, operating on port 1812, that provides centralized Authentication, Authorization, and Accounting (AAA or Triple A) management for users who connect and use a network service.

2.28. **RICA** means the Regulation of Interception of Communication and Provision of Communication-Related Information Act, 70 of 2002.

2.29. **Saicom Mobility Portal** is the name which the Supplier has given to its APN management platform. Also known in the industry as spend manager.

2.30. **SPUL** means Saicom Portal User License.

2.31. **STD** means Service Termination Date and is the date that all services would be terminated with Supplier

2.32. **TiB** means Tebibyte. 1024 GiB

2.33. **Top up** means the data bundle purchased for use after the in-bundle data has been depleted.

## 3. DURATION

3.1. The minimum contract term for both private and public APNs is 12 (twelve) months however the initial period will be as displayed in the signed proposal.

## 4. CUSTOMER ACKNOWLEDGMENTS AND RESPONSIBILITIES

4.1. The APN product is dependent on the network coverage of the MNO, over which the Supplier has no control and makes no guarantees.

4.2. Network coverage is dependent on the Mobile Network utilised and may vary according to subscriber congestion.

4.3. It is the Customer's responsibility to select the correct SIM card linked to its product.

4.4. It is the Customer's responsibility to configure the relevant notifications on the Saicom Mobility Portal.

4.5. The Service is a best effort service, and the speed of uploads and downloads is indicative and dependent on various factors, such as signal strength, distance from the cellular towers, congestion of the cellular towers, etc.

4.6. Customers wishing to use their own hardware, must ensure the hardware supports the following:

4.6.1. CHAP and PAP as an authentication method may be required; and

4.6.2. Editable APN profiles; and

4.6.3. that the equipment is able to operate on the relevant MNO's network; and

4.6.4. that the equipment is licensed by ICASA.

4.7. The Customer is responsible for the SIM cards in terms of RICA legislation. RICA documentation and validation needs to be completed before any SIM cards will be dispatched.

4.8. The following documentation together with legible copies thereof will be required for the RICA verification; the copies will be retained by the person delivering your RICA product:

4.8.1. For a Natural Person:

4.8.1.1. Proof of Identification

4.8.1.2. Proof of Physical Address (Home Address)

4.8.2. For a Business:

4.8.2.1. Proof of Company Details

4.8.2.2. Proof of Address

4.8.2.3. Letter authorising selected representative to act as representative on behalf of the business

4.8.2.4. Proof of Identity for the representative

4.8.2.5. Proof of physical home address of company representative

4.9. The following documents are accepted for verification purposes:

4.9.1. Identity Verification (Natural Persons and Company Representative):

4.9.1.1. Green bar-coded South African ID book

4.9.1.2. Valid temporary ID issued by Home Affairs

4.9.1.3. Valid South African passport

4.9.1.4. New bar-coded ID cards

4.9.1.5. For Non-South African citizens – Passport or valid VISA / permit

4.9.2. Company Detail Verification (Businesses):

4.9.2.1. Company registration documents

4.9.2.2. Tax Clearance Certificate

4.9.2.3. SARS registration documents, or

4.9.2.4. Any other Government issued documents containing the Company details

4.9.3. Proof of Physical Address (Natural Persons, Businesses and Company Representatives):

4.9.3.1. Lease Agreement (not older than 12 months)

4.9.3.2. Municipal Account (not older than 3 months)

4.9.3.3. TV License (not older than 12 months)

4.9.3.4. Telephone Account (not older than 3 months)

4.9.3.5. Bank Statement (not older than 3 months)

4.9.3.6. Retail account which is delivered to that address on a regular basis (not older than 3 months)

4.10. Only post-paid contract personal SIM cards can be added to the Supplier's APNs.

4.11. Pre-paid SIM cards can be provisioned ONLY on Vodacom APNs, this needs to be enabled on the MNO's network and should be requested by the customer in writing.

4.12. It is the Customer's responsibility to configure all SIM card Data Caps and Topups

**5. BILLING**

5.1. All billing is done in advance except for out-of-bundle ("OOB") billing which will be done in arrears.

5.2. If a Customer goes live during the month the Enterprise Data Bundle will be billed pro-rata and the allocated data bundle for use will also be pro-rata accordingly. Billing of SIM cards will be billed for the full month regardless of the activation date.

5.3. Billing of SPUL will be billed pro-rata.

5.4. Billing for SIM cards and SPUL are variable and can increase and decrease month-to-month.

5.5. Capping and notifications are best effort and the Supplier cannot be held liable for bill shock. It is the responsibility of the Customer to manage its usage appropriately.

5.6. New SIM card once-off fees include activation and provisioning.

5.7. Whilst Radius is used to provide real time analytics and capping on the Saicom Mobility Portal, billing is done on CDR feeds from the MNO's. CDR's are received daily from MNO's and a variance between Radius and CDRs is likely. This may affect billing from the Supplier to the Customer because of this discrepancy. The Supplier can in no way be held liable for this discrepancy.

**6. CANCELLATION**

6.1. A 1 (one) calendar month notice is applicable on all SIM cancellations and SPUL.

6.2. SIM Cards and SPUL Licenses will not be pro-rated

6.3. No cancellation of APN services is allowed during the contract period.

6.4. Once the initial contract term has expired, the customer is to provide 3 (three) calendar month notice for all other APN related services.

6.5. Should the service termination date not fall on the last day of the month, the enterprise data bundle will need to be pro-rated and OOB data would be based on this new pro-rated bundle (example below)

6.5.1. Service Termination Date (STD) is the data that all services would be terminated with Supplier

6.5.2. Days in a Month (DIM) are the total days in the month of STD

6.5.3. Cancellation Date (CD) is the date that the supplier received the official cancellation from the customer

6.5.4. Enterprise Data Bundle (EDB) is the bundle at time of CD and is measured in MiB

6.5.5. Current Usage Data (CUD) is the usage at the time of STD

6.5.6. Out of Bundle Rate (OOBR) is the contracted rate at which overage or data used outside of EDB is billed

6.5.7. Pro-rata Enterprise Data Bundle (PEDB) calculation would be PEDB=((EDB*1024)/DIM)*STD

6.5.8. Out of Bundle (OOB) refers to all data usage which is greater than the EDB or PEDB

6.5.9. All data > PEDB and/or EDB will be considered Out of Bundle and attract the contracted OOBR

6.5.10. Eg. At the time of Cancellation Date (CD) the Enterprise Data Bundle (EDB) is 100GiB, billed at R14,000 per month. Service Termination Date (STD) is the 10th of a with a Days in a Month (DIM) of 30. Current Usage Data (CUD) at time of STD is 40,960MiB. Out of Bundle Rate (OOBR) is R0.16c. Therefore to calculate Pro-rata Enterprise Data Bundle (PEDB) we apply the formula PEDB=((EDB*1024)/DIM)*STD. PEDB=((100GiB*1024)/30)*10, PEDB=34,130MiB or 33GiB. Therefore all data > than 34,130MiB would be considered Out of Bundle (OOB) and be billed according to the OOBR. Billing would therefore be as follows, (R14,000/30)*10=R4,660 for the PEDB and OOB data usage would be (40,960MiB-34,130MiB=6,830MiB*0.16c=R1,092). Total billing for PEDB and OOB Usage for the month in which STD falls would be R4,660+R1,092=R5,752

6.6. Vodacom Pre-paid SIM cards will be canceled by the MNO if the Service has not been used for a period in excess of 120 days (four months). This is as per Vodacom “Prepaid SIM terms and conditions” (https://www.vodacom.co.za/vodacom/terms/prepaid-sim-terms-and-conditions)

## 7. SPECIFIC PROVISIONS PERTAINING TO THE SUPPLIER PRIVATE APN PRODUCT

7.1. Private APN allows direct access to a Customer IP network hosted by the Supplier from data-enabled SIM cards.

7.2. The unique APN name needs to be a Fully Qualified Domain Name, registered to the Customer.

7.3. Private APNs are native i.e. MTN APNs allow data connections from MTN SIM cards; Vodacom APNs allow data connections from Vodacom SIM cards; Telkom Mobile APNs allow data connections from Telkom Mobile SIM cards

7.4. Private APNs do not include any services for the SIM card besides a route from the MNO to the Supplier Network from where the data is routed to the Customer network.

7.5. Should the Customer require ancillary services for the APN which their existing MPLS/SD-WAN service does not provide, e.g. Internet Breakout, Firewall, Proxy Services, these are for the Customer’s account and should be scoped prior to the APN set up.

7.6. The Customer provides the IP Address range which the APN is configured to deliver to the SIM cards.

7.7. Each SIM card is required to be provisioned to the Private APN at MNO level before a connection to the APN may be established. The Supplier will log this with the relevant MNOs on behalf of the Customer. Whilst the Supplier endeavours to complete this in a timely manner, delays outside of our control are inevitable and the Supplier will not be held liable in any manner for this.

7.8. If the SIM card is provided by the Supplier, the Supplier requests it to be provisioned to the Private APN.

7.9. If the SIM card is provided by another service provider, the Customer may have to request provisioning of the SIM card to the Private APN by their service provider directly. Please note that SIM card provisioning may take between 3 to 5 business days, please note these targets are dependent on the MNO’s capacity.

7.10. The Supplier can provide data usage reports per SIM card, and per APN, subject to receiving the Radius billing software updates from the MNO, this can be viewed via the Saicom Mobility Portal.

7.11. Downgrade enterprise bundles will only be permitted every 6 months during the contract Period, one tier at a time.

## 8. SPECIFIC PROVISIONS PERTAINING TO THE SAICOM MOBILITY PORTAL

8.1. No granular reporting is provided for the SIM cards by default e.g. URL access, Content Downloads, File Server Access, Protocol-specific access and logging, etc.

8.2. The Private APN data bundle is not hard-capped and, once reached, will result in Out of Bundle billing to the Customer account. The Saicom Mobility Platform will send out a notification at a pre-configured threshold. This is a best effort notification and delivery cannot be guaranteed.

8.3. The security and use of the APN SIM cards remains the responsibility of the Customer.

8.4. Minimum usage charges are calculated by the MNO and applied when a data connection from a SIM card is smaller than a minimum billing unit of 1 MiB.

8.5. SPUL is required for every user/individual in the system. A user/individual is a named person who may have multiple SIM cards associated with their account. The Supplier will limit each user to have no more than 5 SIM cards per user.

8.6. SPULs are tiered by volume and billed per user.

8.7. Hard capping is offered as a best effort service and subject to the Supplier's terms and conditions.

## 9. SPECIFIC PROVISIONS PERTAINING TO THE SUPPLIER PUBLIC APN PRODUCT

9.1. The Customer may subscribe to the Supplier's Public APN data bundle and use MTN, Telkom Mobile and/or Vodacom SIM cards to connect to and use the data bundle.

9.2. The Supplier's Public APN provides Internet access to the SIM cards via the Supplier's Internet breakout.

9.3. IP addresses for the Supplier's Public APN SIM cards are issued on the Supplier's carrier's private IP address range (RFC1918)

9.4. The Supplier's Public APN does not provide access into a Customer's private network, unless a 3rd party VPN Connection is established from the SIM card-bearing device.

9.5. The Customer manages its SIM cards via the Saicom Mobility Portal.

9.6. Individual Data Caps (limits) are set for each Individual on the Saicom Mobility Portal, it is the Customers responsibility to set these Data CAPs. The Supplier Public APN enterprise data bundle is not hard-capped and, once reached, will result in Out of Bundle billing to the Customer account, based on the applicable rate per MiB as described on the original quotation and agreement.

9.7. Reporting on the Supplier's Public APN product is limited to data usage per SIM/Individual and total APN data bundle usage.

9.8. No granular reporting is provided for the SIM cards by default e.g. URL access, Content Downloads, File Server Access, Protocol-specific access and logging.

## 10. SPECIFIC PROVISIONS PERTAINING TO THE MOBILE NETWORK OPERATOR (MTN, VODACOM or TELKOM) PUBLIC INTERNET APN AND OTHER VALUE-ADDED SERVICES AVAILABLE ON PRIVATE APN SIM CARDS

10.1. If the Customer is in contract with a third party provider (e.g. Voice enabled SIM Card or ceded data SIM card), it is possible that the SIM card is enabled on this provider's APN to utilise data. The Supplier will not remove the SIM card's ability to connect to the 3rd Party Provider's/MNO's Public Internet APN on the respective mobile network. Therefore, all data usage charges which may arise from the SIM card connecting to the Public Internet APN will be billed to the Customer's account, in arrears, at the relevant rate charged by the MNO directly to the Customer.

10.2. Any data usage charges arising from a connection or connections established by the SIM card to the MNO's Public Internet APN will be billed by the respective MNO at its standard rate per MiB or part thereof. This data usage is not visible on any Saicom Mobility Portal as the Public Internet APN is not the Supplier APN.

10.3. All Value-Added Services (Voice, SMS, MMS, WASP, USSD, International Roaming) if available on a 3rd Party SIM card will be for the account of the Customer directly from the MNO.

10.4. International roaming data usage plus an admin fee will be billed to the SIM card, and added to the Customer's monthly invoice with the Supplier.

10.5. International roaming billing can be delayed for as much as 6 months due to the host country's (the country visited) MNO sending billing info to the relevant South African MNO.

10.6. International data roaming will not form part of any data caps (Enterprise, department, user or MSISDN). International data roaming will be billed separately and could be billed several weeks or months after usage.

10.7. International data roaming can be activated upon request, subject to the Supplier's terms and conditions.

10.8. Should a Customer incorrectly configure the Supplier APN name, username or password resulting in any billable usage on the MNO's network, the Supplier reserves the right to recover the cost of this usage from the Customer's account.

10.9. The Customer accepts liability for any additional billing which may arise from the use of the SIM card and remains responsible for the SIM card until the Supplier receives instruction to terminate the SIM from the Customer, or when the contract with which the SIM data service is bundled comes to fruition and terminates.

## 11. GENERAL

11.1. The minimum data package for a private and Public APN is 5GiB, unless otherwise agreed between the Supplier and Customer.

11.2. A 1 (one) month settling-in period at the beginning of a contract is allowed where Customers have the ability to decide on the ideal package for the contract period. Any change in this period will only take effect from the 1st day of the following month.

11.3. All Supplier SIM cards are data only and have inhibitors in place to prevent voice calls, MMS, SMS, USSD and internet APN usage.

11.4. All Supplier SIM cards are LTE enabled (coverage permitting).

11.5. SIM cards used for telemetry purposes will be issued with 14 digit MSISDN (cell numbers) numbers as per ICASA's regulations.

11.6. SIM cards are available in standard, micro and nano sizes on Telkom Mobile, MTN and Vodacom.

11.7. Only post-paid contract SIMs can be migrated/ceded to the Supplier for use on the mobility solution.

11.8. Pre-paid SIMs (Vodacom Only) can be added to an Vodacom APN and should be requested by the Customer to the Supplier.

11.9. Usernames and password combinations may be sent automatically, via email and/or SMS message upon provisioning of the Service, to the Customer, should the product require authentication.

11.10. Upgrading of bundles is allowed at any point during the contract period and will only take effect from the 1st day of the following month.

11.11. All changes must be submitted to the Supplier Support Desk team (support@saicom.io) at least 5 working days prior to the end of the current month.

END OF ANNEXURE 2 C

# ANNEXURE 2 D – SMS

## 1. INTRODUCTION

1.1. These terms and conditions set out the legal framework for the provision and use of SMS Services provided by the Supplier.

## 2. ACCEPTABLE USE

2.1. The following actions are not acceptable:

2.1.1. No illegal activities: The Customer may not use the services for any activities that the law prohibits, like illegal gambling, illegal competitions, child pornography, or pyramid schemes.

2.1.2. No harmful activities: The Customer may not use the services for any activities that could harm someone, like offering fraudulent goods or services.

2.1.3. No offensive activities: The Customer may not use the services for any activities that could offend someone, like chain letters or multi-level marketing campaigns.

2.1.4. No illegal content: The Customer may not use the services to distribute any content that the law prohibits the distribution of, like pirated software, unlicensed copyrighted content, or other content that infringes other people's intellectual property rights.

2.1.5. No harmful content: The Customer may not use the services to distribute any content that could harm someone, like viruses, malware, or other malicious software.

2.1.6. No offensive content: The Customer may not use the services to distribute any content that could offend someone, like defamatory, pornography, or other obscene content.

2.1.7. No security breaches: The Customer may not use the services to breach any system security.

2.1.8. No network abuse: The Customer may not abuse any network connections available to Customer through the Services without permission from the recipient.

2.1.9. Enforcement: The Supplier may immediately, in its sole discretion, cancel the Customer's account without prior notice if the Customer's use of the services is contrary to this acceptable use clause.

2.1.10. Remedy: The Supplier may remove or change any content that the Customer has uploaded or created that violates this acceptable use clause.

## 3. ACCEPTABLE SENDING

3.1. Electronic messages: The Services allow the Customer to send electronic messages in the form of SMSs.

3.2. No spam: The Customer may not use the Services to send spam (unsolicited messages) to any person.

3.3. Anti-spam legislation: Any electronic messages that the Customer sends through the services must comply with all applicable laws.

3.4. Opt-out: Any electronic messages that the Customer sends through the Services must contain an unsubscribe link that is valid for at least 30 (thirty) calendar days from the date of the electronic message.

3.5. Disclosure: Any electronic messages that the Customer sends through the Services must contain any information that the Customer is required to disclose by applicable law, including the End-User's identity, physical address, phone number, or other non-Internet contact information.

3.6. Reason: The Customer must inform the recipient of any electronic messages that the Customer sends through the Services the reason why the recipient is receiving the message, in at least the first communication with such recipient, and further meet any requirements that may be prescribed by our Privacy Policy and applicable law.

3.7. No third party lists: The Customer may not use the Services to send messages to lists of contact details that the Customer has bought, scraped from the Internet, or otherwise not built by the Customer. Any contact details that the Customer sends electronic messages to through the Services must comply with the requirements of our Privacy Policy.

3.8. Enforcement: The Supplier may immediately cancel the Customer's account without prior notice if the Customer sends any electronic messages contrary to this clause.

## 4. MESSAGE MONITORING

4.1. Right to monitor: Although under no obligation to monitor, the Supplier may monitor the Customer's electronic messages and activity on the Customer account and distribute such content within its organisation for the purposes of investigating any violation of these terms or misuse of the Services.

INITIALS: ___________

4.2. Right to use content: The Supplier may use the content of the Customer's electronic messages to develop tools to help it manage accounts that do not conform to the Supplier's acceptable use clause.

4.3. Not private: Electronic messages are not always a private method of communication and the Customer should not use the services to send any confidential information. Server administrators may be able to read the Customer's emails as they move from server to server across the Internet, however, the content of the Customer's emails will not be disclosed contrary to these terms.

## 5. CUSTOMER DATA

5.1. Customer data: The Customer hereby warrants that it is entitled to disclose all Personal Information to the Supplier in terms of this Agreement, in particular the Customer warrants that it has obtained all necessary permissions from the owners of the Personal Information for such disclosure.

5.2. Storing Customer data: The Supplier stores the Customer information on its system in accordance with the terms of its Privacy Policy. The Supplier implements reasonable security safeguards and measures to protect the Customer's data that is on its system. The Supplier's Privacy Policy details how the Supplier processes the Customer's personal information and applies to any personal information that Supplier may process as a result of the Services.

5.3. Definition of "data" for this clause: For purposes of this clause, "data" will include any of Customer's information that is used and/or stored on the Supplier's system other than personal information (as defined in the Privacy Policy).

5.4. Location of Customer data: Customer data may be transferred cross border to enable the Supplier to comply with our obligations under the agreement between us. Reasonable security measures are taken for any transfers of data cross border. You consent to us transferring your data in this way.

5.5. Preservation of integrity of Customer data: Both Parties will take reasonable precautions (having regard to the nature of each of their obligations under the agreement), to preserve the integrity of the data and prevent any unauthorised access, corruption or loss of the data.

5.6. Return of data: On termination of this Agreement, each Party will return to the other Party all of the other Party's data or information provided for the purpose of the performance of the relevant Service, or otherwise delete such data.

END OF ANNEXURE 2 D

# ANNEXURE 2 E - FIREWALL SERVICES

## 1. INTRODUCTION

1.1. These terms and conditions set out the legal framework for the provision and use of Firewall Services provided by the Supplier.

## 2. DEFINITIONS

2.1. **Application Control** - protects servers by allowing or denying network application usage based on policies established by the network administrator. Enterprise applications, databases, web mail, social networking applications, IM/P2P, and file transfer protocols can all be identified accurately by sophisticated detection signatures. Application Control signature updates are provided via the global distribution network.

2.2. **Calendar Month -** a full calendar means from the 1st day to the end of the month.

2.3. **IPS** - Intrusion Prevention System detects threats against the network and/or hosted environment to proactively block attacks. The IPS Service is an integrated hardware and software platform based on best of breed architecture.IPS delivers protection from known, zero day and denial of service (DoS) attacks including malware and underlying vulnerabilities.

2.4. **Layer 2** - The data link layer, or layer 2, is the second layer of the seven-layer OSI model of computer networking. This layer is the protocol layer that transfers data between adjacent network nodes in a wide area network or between nodes on the same local area network segment.

2.5. **UTM** - Unified Threat Management consolidates multiple security and networking functions with one unified appliance that protects businesses and simplifies infrastructure.

2.6. **VDOM** - Virtual Domains are a method of dividing a FortiGate unit into two or more virtual units that function as multiple independent units.

2.7. **VPN** - Virtual Private Network. A configuration that allows remote users to connect to the Firewall, and access resources behind it securely.

## 3. HOSTED FIREWALL SERVICES

The Fortinet Hosted Firewall service is provided by a virtualized Fortigate Firewall device hosted on the Supplier’s network that provides access control (firewalling) for a customer that connects to the Supplier network via Layer 2 fibre services and/or Layer 2 wireless services.

3.1. The Service comprises 1 x VDOM (Virtual Domain) which equates to 1 Firewall instance.

3.2. The rule-set to be applied by the Supplier is dictated by the Customer. As the enforcer of the IT security policy, which the Customer dictates, the Supplier takes no responsibility for rules which are requested via the official channels, even if those rules lead to undesired effects.

3.3. All changes to the rule-set must be communicated via email. Only changes from authorised technical contacts will be enacted.

3.4. The Customer may have read-only access to their VDOM, upon request.

3.5. Unified Threat Management (UTM) services are an optional extra. The UTM services offered by the Supplier are:

3.5.1. Web Filtering

3.5.2. Application Control

3.5.3. Intrusion Prevention System (IPS)

3.5.4. User authentication (for customers with Microsoft Active Directory)

3.5.5. Up to 3 IPSEC tunnels per VDOM

## 4. DEDICATED / ONSITE FIREWALL SERVICES

The Onsite Firewall service is an appliance provided by the Supplier to facilitate access control (firewalling) for a customer’s Internet access. The firewall is placed in-line, and forms the gateway between the private network and the public Internet.

4.1. The Service comprises of a physical Fortinet Firewall device

4.2. The rule-set to be applied by the Supplier is dictated by the Customer. As the enforcer of the IT security policy, which the Customer dictates, the Supplier takes no responsibility for rules which are requested via the official channels, even if those rules lead to undesired effects.

4.3. All changes to the rule-set must be communicated via email to our Support Desk. Only changes from authorised technical contacts will be enacted.

4.4. The Customer may have read-only access to their FortiNet, upon request.

4.5. Unified Threat Management (UTM) services are an optional extra if not purchased with the original firewall solution. The UTM services offered by the Supplier are:

4.5.1. Web Filtering as defined by the Fortinet Model specifications

4.5.2. Application Control as defined by the Fortinet's Model specifications

4.5.3. Intrusion Prevention System (IPS) as defined by the Fortinet Model specifications

4.5.4. User authentication (for customers with Microsoft Active Directory)

4.5.5. IPSEC Tunnels as defined by the Fortinet Model specifications

## 5. FIREWALL REPORTING - VFAZ

5.1. Firewall reporting is an optional extra, which can be provided by the Supplier's Virtual FortiAnalyzer (VFAZ) service.

5.1.1. Live logs are stored for 30 days and archived logs are available for a further 30 days.

5.1.2. Should longer retention be required, the Supplier can facilitate on a case-by-case basis.

5.1.3. The amount of logs determines the monthly cost for log storage. Please refer to the Supplier price list for log volume costing.

5.2. For onsite firewalls, transmission of logs from the firewall to the VFAZ service inherently utilises some of the customer's available WAN bandwidth.

## 6. REMOTE ACCESS SERVICES - VPN customer

6.1. Should Remote Access Services be required, secure VPN customer functionality would be supplied by Supplier. This service allows remote users to securely connect to corporate resources, behind the firewall, over the public Internet. This functionality would be provided by the Forticustomer software.

6.1.1. For Hosted Firewall services, the service is based on a per-user billing model. Each additional user would require their own account configured on the FortiGate firewall. No sharing of user accounts is permitted.

6.1.2. For Dedicated/onsite firewall services, the Firewall's capability determines the number of user accounts that can be accommodated. In other words there is no charge for additional VPN users, provided the Firewall's performance is not hindered by the additional VPN users.

6.1.3. Forticustomer must be downloaded and installed by the end user (or customer IT administrator) and installed onto a supported version of Windows / MacOS / Linux / Apple IOS / Android.

6.1.4. The configuration profile will be supplied by The Supplier to the authorised Security Technical Contact/s. This will include the public IP address of the Firewall. It is the customer's responsibility to create a DNS entry for this IP address if required.

6.1.5. Static (local) usernames and passwords will be configured on the customer's FortiGate VDOM. Should LDAP integration into Microsoft Active Directory be required, this would incur an additional installation cost, which will be quoted case by case basis prior to project commencement.

6.1.6. End user support would be performed by the customer's IT administrator. Saicom will support the administrator as part of the normal technical support process. Password resets should be logged by the authorised IT administrator, via email. New passwords may be sent directly to end-users via email.

6.1.7. SSL certificate not included by default, can be provided on a case by case basis, at an additional cost

## 7. SERVICE FEES AND CHARGES

7.1. Service Fees shall be provided at the rates set out in the Supplier pricing plan at the time of subscription, plus applicable taxes. The Supplier may from time to time modify the Service Fees.

END OF ANNEXURE 2 E

# ANNEXURE 2 F - DATA MANAGEMENT

## 1. INTRODUCTION

1.1. These terms and conditions set out the legal framework for the provision and use of Data Management Services provided by the Supplier.

## 2. DATA MANAGEMENT SERVICES

2.1. Incremental backups are made nightly. No guarantees are made of any kind, either expressed or implied, as to the integrity of these backups. Backups are made for server restoration purposes only.

2.2. The Supplier shall not be obliged to provide any of the following as part of the services, unless contracted for separately:

2.2.1. Any services in respect of the maintenance and operation of the information technology systems on which a Veeam Backup service is installed and operated.

2.2.2. Any services relating to the information technology systems, communications, hardware or any other software or firmware of any kind not covered in these Product Terms and Conditions.

2.3. The Customer acknowledges that it has been made aware that backups will be performed any time that a virtual machine, workstation and/or server is connected to the internet, regardless of the network or access medium to which that virtual machine, workstation and/or server is connected. Accordingly, The Supplier is not responsible for any data charges incurred or degradation of the network speed as a result of backups being performed.

2.4. The Supplier’s target availability for access to backup files is 99.99%. For purposes of this clause, the following shall not be regarded as downtime: the Customer’s inability to reach the Veeam Backup service due to downtime of the Customer’s access circuits or connectivity services. Insufficient storage based on the Customer’s storage lease. Unavailability as a consequence of exceeded storage quotas. Failed backups during scheduled or emergency maintenance windows. As soon as the maintenance window is complete, the backup will complete successfully.

2.5. The Supplier response times will be within the time stated on the selected service level agreement. The Supplier Backup Support Process and Checklist and Hosted Backup is hosted on the Supplier’s Infrastructure and therefore the responsibility of The Supplier to keep the infrastructure up and running. If the fault lies with the Supplier core infrastructure, then the Supplier takes responsibility for fixing these issues within the given SLA timelines. As the products are self-managed products, the customer will be responsible for all other issues. This process will assist our support engineers to understand if the issue is the responsibility of the Supplier or the Customer.

2.6. The Customer acknowledges that Server restore time from a back-up depends on the volume of data and the speed of the customers links, which could result in several hours downtime. In such cases, the Supplier is not obliged to give the Customer a service credit of any nature.

2.7. When an agent is used to backup the server or end-point, the Supplier cannot be held responsible if the agent is not available due to network connectivity or OS-related reasons. The following troubleshooting steps need to be followed by the Customer before logging a call with The Supplier:

2.7.1. Has network connectivity been checked to the server.

2.7.2. Does the server have access to the backup repository?

2.7.3. Is the server running the latest updates/patches?

2.7.4. Has the server been rebooted since the fault occurred?

## 3. CANCELLATION

3.1.1. For convenience, the services used by the Customer may be cancelled for any or no reason by either party with a preceding calendar months notice.

3.1.2. After the calendar month period the Customer’s Account will be ended and the Customer will be provided with access to an archived backup copy of the Customer’s account content as of the termination date.

3.1.3. These backup copies will be available for no more than 30 (thirty) calendar days.

3.1.4. After the expiration of the 30 (thirty) day period for accessing the archived backup copy, all backup copies and any other information or data related to the account will be deleted from the Company’s servers.

END OF ANNEXURE 2 F

# ANNEXURE 2 G - ANYCLOUD - SAICOM PRIVATE CLOUD

## 1. INTRODUCTION

1.1. These terms and conditions set out the legal framework for the provision and use of Virtual Hosting Services provided by the Supplier.

## 2. DEFINITIONS

2.1. **Saicom Private Cloud** - an end-to-end offering of datacenter and infrastructure services for hosting customer servers, applications and data on Saicom hosted infrastructure at the Teraco Datacenter Facilities in Isando, Johannesburg in South Africa.

2.2. **AnyCloud Portal** - A Hybrid Multi-Cloud management portal, to manage and provision servers and applications on the Saicom Private Cloud or other supported public cloud platforms.

2.3. **Calendar Month -** a full calendar means from the 1st day to the end of the month.

2.4. **The Customer's Content** - Content that The Customer or any End User transfers to us for processing, storage or hosting by the Services in connection with The Customer's Supplier account and any computational results that The Customer or any End User derive from the foregoing through their use of the Services. For example, The Customer's Content includes Content that The Customer or any End User stores in the supplier Storage Service. The Customer's Content does not include Account Information

2.5. **API** - Application Program Interface

## 3. SERVICE OFFERING

3.1. The Supplier will provide the service for the monthly or hourly fees agreed in any proposals sent and signed off by both parties, as per the following items:

3.1.1. vCPU's (per single core)

3.1.2. RAM (per GB of Memory)

3.1.3. Various performance tiers of storage (per GB of storage)

3.1.4. Hybrid Multi-cloud Management Platform (per instance - as below)

3.1.4.1. All instances hosted on the Saicom Private Cloud are exempt from this per instance cost. Only workloads managed through the AnyCloud Portal on any other configured 3rd party platform (on-premises, hosted, or public clouds) would be subject to this per instance cost.

3.1.4.2. An Instance is defined as a set of containers or virtual machines that can correlate to a single horizontally scalable entity or a service suite e.g. Apache web farm

3.2. Any quantity change based on The Customer's usage per month and will be billed according to the Saicom cloud platform usage reporting tools;

3.3. A price renegotiation with an agreed proposal must be signed off by both parties;

## 4. THE SUPPLIER'S OBLIGATIONS AND SERVICE RESPONSIBILITIES

4.1. The Supplier will be responsible for providing infrastructure hosting services for The Customer's servers in the secure and highly available datacenter facilities, including the provisioning of:

4.1.1. Highly available and redundant server, storage, network and firewall infrastructure with a 99% uptime service level for unscheduled downtime 24/7/365, hosted on supplier Infrastructure at the Teraco Johannesburg (Isando) datacenter in South Africa;

4.1.2. Access to at least two internet service providers at our datacenters;

4.1.3. Dedicated public IP addresses required for The Customer's hosted servers, 1 per server;

4.1.4. Dedicated internal virtual IP address network and VLAN segmentation on our hosted network, including The Customer's own dedicated tenant creation on our cloud management platform with role-based security capabilities;

4.1.5. Redundant storage for The Customer's hosted data storage infrastructure backed by vendor 4-hour mission critical support;

4.1.6. Shared compute (CPU & Memory) for The Customer's hosted virtual servers;

4.1.7. Failover of The Customer's virtual servers to other available infrastructure hosted in the same datacenter in the event that The Supplier experiences a hardware malfunction;

4.1.8. 24/7/365 maintenance, monitoring and support to ensure our hosted infrastructure is functional and can provide the required resources for The Customer's servers and application services to be online from a compute, storage, network and firewall perspective;

4.1.9. Any approved change control changes The Customer request to The Customer's hosted server from a virtual hardware perspective, for example changes to CPU, Memory, Disk, Network etc;

4.1.10. Monitoring on the usage and trending of The Customer's hosted virtual servers;

4.2. Reporting on the usage and trending of The Customer's hosted virtual servers is available upon request. This reporting would include:

4.2.1. Local Virtual Server CPU Usage

4.2.2. Local Virtual Memory Usage

4.2.3. Local Virtual Server Disk Capacity

4.2.4. Hosted Disk Capacities

4.2.5. Hosted infrastructure Availability & Uptime

4.3. The Supplier would also provide:

4.3.1. Customer management access and/or API access to The Customer's hosted Servers via:

4.3.1.1. AnyCloud Portal (https://anycloud.saicom.io);

4.3.1.2. Remote Access (Remote Desktop Protocol RDP, Secure Shell SSH, Web Console);

4.3.2. Approved firewall or network port changes on our firewall infrastructure to support public access to The Customer's hosted servers. Note this would need to be agreed to by both Saicom Cloud Hosting and The Customer and in order to not compromise the security of The Customer's servers and our infrastructure.

4.3.3. Security monitoring, intrusion detection and auditing of our firewall and network infrastructure, including our management servers and processes and procedures;

4.3.4. Patch Management will be automated for the Supplier infrastructure based on our patch management policy;

4.4. The supplier will ensure The Customer's hosted servers will have a dedicated internal virtual network with a dedicated VLAN and are protected by a highly available firewall configuration;

4.4.1. No default usernames and passwords are used for any hardware or software supplied by the Supplier.

4.4.2. The hosted datacenter is permanently monitored, and sits behind configured hardware firewalls.

4.4.3. Any local security accounts required for the service will be unique to each person using the system.

4.5. In the event The Supplier cannot provide the cloud services to The Customer any longer for whatever reason, The Supplier will provide The Customer with The Customer's data and servers stored on our infrastructure via an agreed upon method;

## 5. THE CUSTOMER'S RESPONSIBILITIES

5.1. To access the Services, The Customer must have an approved AnyCloud Portal account associated with a valid email and business address and a valid form of payment for the services;

5.2. Except to the extent caused by our breach of this Agreement, (a) The Customer is responsible for all activities that occur under The Customer's account, regardless of whether the activities are authorised by The Customer or undertaken by The Customer, The Customer's employees or a third party (including The Customer's contractors, agents or End Users), and (b) The supplier and our affiliates are not responsible for unauthorized access to The Customer's account;

5.3. The Customer will ensure that The Customer's Content and The Customer's End Users' use of The Customer's Content or the Service will not violate any applicable law. The customer is solely responsible for the development, content, operation, maintenance, and use of The Customer's Content.

5.4. The Customer is responsible for properly configuring and using the Service and otherwise taking appropriate action to secure, protect and backup The Customer's accounts and The Customer's Content in a manner that will provide appropriate security and protection, which might include use of encryption and two factor authentication to protect The Customer's Content from unauthorized access and routinely archiving The Customer's Content;

5.5. Nothing contained in these Product Specific Terms and Conditions will be seen as a representation that any back-ups of data The Supplier has implemented will be successful or in any way will assist with disaster recovery.

5.6. The Customer's account log-in credentials and private keys generated by the Service are for The Customer's internal use only and The Customer will not sell, transfer or sublicense them to any other entity or person, except that The Customer may disclose The Customer's private key to The Customer's agents and subcontractors performing work on The Customer's behalf;

5.7. The Customer will be deemed to have taken any action that The Customer permits, assists or facilitates any person or entity to take related to this Agreement, The Customer's Content or use of the Service Offerings. The Customer is responsible for End Users' use of The Customer's Content and the Service Offerings. The Customer will ensure that all End Users comply with The Customer's obligations under this Agreement and that the terms of The Customer's agreement with each End User are consistent with this Agreement. If The Customer becomes aware of any violation of The Customer's obligations under this Agreement caused by an End User, The Customer will immediately suspend access to The Customer's Content and the Service Offerings by such End User. The Supplier does not provide any support or services to End Users unless The Supplier has a separate agreement with The Customer or an End User obligating us to provide such support or services.

5.8. The customer will allow the Supplier to install monitoring, utility or diagnostic programmes to assist the Supplier in providing the services only. These tools will not expose any of The Customer's Content in any way;

5.9. If required, obtaining the consent of the owner of software to allow The Supplier to use the source code of the software or such part of the source code as may be necessary to enable The supplier to diagnose and assist in the resolution of support requests; and

5.10. The Customer is responsible for ensuring installation, automation and maintenance of any required operating system security patches, anti-virus, anti-spam, intrusion detection, ransomware and spyware protection on The Customer's hosted servers and applications;

5.11. The Customer is responsible for ensuring the that local firewall on The Customer's hosted servers is configured correctly to protect The Customer's applications and data;

5.12. The Customer agrees to only make use of properly licensed third party software in connection with its use of the Services and agree to indemnify and hold the Supplier and any of its members, representatives, officers or employees harmless against all losses, damages, liability, costs and expenses, including reasonable attorney fees, suffered or incurred by them as a result of any third party claims relating to its involvement in any copyright infringement or alleged copyright infringement.

## 6. MICROSOFT LICENSING

6.1. With the Services Provider Licence Agreement (SPLA), the Supplier can licence Microsoft products and use these licensed products ("products") to provide software services and hosted applications to our Customers.

6.2. Software services are services that the Supplier provides to Customers that make Microsoft products available and that display, run, access, or otherwise interact with Microsoft products. The Supplier can provide these services from one or more data centers via the Internet, a telephony network, or a private network on a rental, subscription, or services basis, whether or not our customers receive a fee.

6.3. Software services exclude installing a Microsoft product directly on any device to permit a Customer to interact with the Microsoft product.

6.4. Should the Customer be utilising the Supplier's dedicated Virtual Machines, Virtual Data Centre, or Microsoft Azure platform, Customer's do not have to purchase Microsoft licensing from the Supplier but all customers must sign and adhere to the 'Microsoft license mobility' agreement, ensuring that both the Supplier and Customer are compliant with Microsoft licensing rules.

6.5. Even if the Customer does not sign the Microsoft mobility agreement the Customer agrees that the sole responsibility of adhering to Microsoft's licensing rules is the Customer's.

6.6. The Customer gives both the Supplier and/or Microsoft the right to audit the customer's environment at any time to ensure that the customers licensing is compliant at all times.

## 7. HARDWARE AND SOFTWARE

7.1. The Supplier will provide sufficient hardware and software licensing to perform the required services. If:
7.2. If The Customer purchase any of the hardware or software licensing from the supplier, The Customer will be subject to our standard terms of sale;
7.3. If The Customer leases any of the hardware from the Supplier, The Customer will be subject to our standard lease agreement; and
7.4. If The Customer procures any of the hardware or software licensing from a third-party supplier, The Customer will ensure that the hardware and software meet our minimum specifications and are configured in accordance with our requirements;

## 8. ROUTINE SERVICE MAINTENANCE TASKS

8.1. The supplier will:
8.1.1. Maintain and support the Service infrastructure via regular and planned maintenance schedules, ensuring the hardware and software is functioning optimally and securely. This may require scheduled maintenance for updates and required changes to the infrastructure when or where necessary;
8.1.2. Follow documented and approved processes via our IT service management tools to support and maintain the Service;
8.1.3. Provide The Customer with adequate notification of any critical changes that need to be made to the Service that would impact Service availability;
8.1.4. Maintain up to date documentation of the Service configurations;
8.1.5. Make changes to hosted virtual servers on The Customer's request and approval, when or where necessary;

## 9. MONITORING

9.1. The Supplier will provide monitoring software that can notify on:
9.1.1. Hardware or software failures relating to our hosted services;
9.1.2. Hardware infrastructure and related software failures; and
9.1.3. ISP wide area network connectivity and bandwidth issues;

## 10. DISTRIBUTED DENIAL OF SERVICE (DDOS)

10.1. If the Server becomes the target or source of any form of Denial of Service Attack and the Supplier believes that there is no other possible solution at that point in time, the Supplier may disconnect the Server from the network.

## 11. ILLEGAL ACTIVITY

11.1. The Supplier has the right to shut down any service provided where the Supplier has suspicion to any illegal activity being performed on such service.

## 12. NOTIFICATION OF FAILURES

12.1. Our personnel will:
12.1.1. assess any infrastructure failures related to The Customer's hosted servers;
12.1.2. advise The Customer of the status and expected progress in the resolution of all failures that are referred to a third-party supplier.

## 13. DATA SECURITY AND PRIVACY

13.1. Without limiting the supplier obligations for security in section 4 or The Customer's in section 5, the supplier will implement reasonable and appropriate measures designed to help The Customer secure The Customer's Content against accidental or unlawful loss, access or disclosure.
13.2. The Customer consent to the storage of The Customer's Content in, and transfer of The Customer's Content into, the Saicom cloud infrastructure located inside the South African region hosted at the Teraco datacenters. The Supplier will not access or use The Customer's Content except as necessary to maintain or provide the service, or as necessary to comply with the law or a binding order of a governmental body. The Supplier will not

(a) disclose The Customer's Content to any government or third party or (b) move or store The Customer's Content from the South African region without The Customer's express consent;

13.3. Notwithstanding that Customer's services are hosted in the Supplier's cloud, Customers must take security precautions to protect its virtual environment. The Customer acknowledges that the Supplier will not be responsible for any damage suffered by the Customer as a result of third party's unauthorized access and damage caused to the Customer's environment.

13.4. It is the Customer's responsibility to ensure that scripts/programs installed under their account are secure and permissions of directories are set properly, regardless of installation method. Users are ultimately responsible for all actions taken under their account. This includes the compromise of credentials such as user name and password. It is required that Customers use a secure password.

13.5. Unless specifically contracted as a service between the Supplier and the Customer, patching, updates and firewalling of the Customer's hosting environment is the responsibility of the Customer and the Supplier does not take any responsibility for any breaches.

## 14. SPECIFICATION AMENDMENTS

14.1. If a party, at any stage, requires any amendment to the Service specifications, it will submit a written change request to the other party, setting out:

14.1.1. the nature of the desired changes;

14.1.2. the reason for the changes; and

14.1.3. the effect of the changes on the deliverables;

14.2. If the proposal is made by:

14.2.1. The Customer, The Supplier will investigate the likely impact of any proposed changes and will provide The Customer with a written response through change control approval;

14.2.2. The Supplier, The Supplier will detail the likely impact of any proposed changes and will provide The Customer with a written response through change control approval;

14.3. Until any changes have been mutually agreed in writing, the parties will continue to perform their respective obligations under this order.

## 15. OWNERSHIP OF DELIVERABLES

15.1. All right, title and interest, including all rights under all copyright, patent and other intellectual property laws, in and to the deliverables will vest in us.

15.2. During this order, each party grants to the other party (and their contractors as necessary) a temporary, non-exclusive license to use, reproduce and modify any of its existing material provided to the other party solely for the performance of the services. The Customer's license to our existing material is conditioned upon The Customer's compliance with the agreement.

## 16. SUPPORT

16.1. The Supplier will provide a help desk 24/7/365 for service requests related to the Service;

16.2. The Customer is primarily responsible for The Customer's hosted server application environment functionality; The Customer must resolve and diagnose application errors running inside The Customer's hosted server;

16.3. The Customer will, before logging a service request with us, thoroughly research any problem encountered and will make sure that all the details relating to the problem are available to disclose to our service desk;

16.4. Only The Customer's designated personnel as listed in the information schedule may make support requests to the service desk.

16.5. The Customer's support resource will place a service request on our service desk, stating the necessary information. The service request will be made in writing, either via email or a telephone call that is confirmed in writing;

16.6. Upon receipt of the service request, our service desk will evaluate the service request and communicate its appraisal to The Customer. If a service request does not fall within the scope of the retained services, then the request will be added to The Customer's wish list and dealt with in a separate order;

16.7. Once a service request has been resolved, our service desk will inform The Customer's support resource. The Customer's support resource will within a reasonable period thereafter (having regard to when the problem would reasonably be detected by The Customer again) inform us through our help desk whether the correction was satisfactory to The Customer or not. If no notice is received, then the problem will be deemed to have been corrected to The Customer's satisfaction;

## 17. EXCLUDED SERVICES

17.1. As part of this agreement order The supplier will not provide The Customer with:

17.1.1. Any application support or maintenance running inside The Customer's hosted server other than what has been specified in this agreement, this includes operating system support, patching and security management;

17.1.2. Business continuity and disaster recovery services;

17.1.3. Anything outside of what is listed as part of our service obligations and responsibilities to The Customer;

## 18. WARRANTIES AND DISCLAIMERS

18.1. The Customer are responsible for the integrity of The Customer's Content stored inside The Customer's hosted servers;

18.2. The Supplier will not be responsible for:

18.2.1. an error or fault caused by third party hardware or software used in conjunction with the products or services, unless expressly agreed to in writing;

18.2.2. any defects or errors resulting from any modifications to the products or services made by any person other than our personnel or our appointed representatives;

18.2.3. The Customer's inappropriate use of the Service or operator error;

18.2.4. any fault in any third-party software or hardware used in conjunction with the Service Offerings, unless expressly stipulated in writing;

18.2.5. services carried out at The Customer's request, which The Supplier finds to arise from the incorrect reporting of a defect or error; and

18.2.6. the effects, problems or errors caused to the products by The Customer's failure to maintain The Customer's server operating system and application system correctly or to protect against viruses, ransomware or malware;

18.3. The Supplier does not warrant that any bespoke task The Supplier undertakes for The Customer will be error free after acceptance by The Customer;

18.4. This clause will survive termination of this order;

## 19. THE CUSTOMERS FAILURE

19.1. If The Customer fails to comply with The Customer's obligations for a period in excess of seven calendar days after receiving a written request from The Supplier for The Customer to do so, the failure will constitute a material breach of this order. In addition to any remedies The Supplier may have arising out of the breach, if The Customer fails to comply with our obligations within the notice period of seven calendar days, The Supplier will be excused from meeting the service levels for as long as The Customer fails to comply with The Customer's obligations.

## 20. CANCELLATION

20.1.1. For convenience, the services used by the Customer may be cancelled for any or no reason by either party with a preceding calendar months notice.

20.1.2. After the calendar month period the Customer’s Account will be ended and the Customer will no longer have access to the AnyCloud portal.

20.1.3. If the workload has not been successfully migrated off the Saicom Private Cloud, a powered down copy of the workloads will be made available for download for a further calendar month, afterwhich all workloads and any other information or data related with the account will be deleted from the Supplier’s servers.

END OF ANNEXURE 2 G

# ANNEXURE 2 H - PHYSICAL HOSTING

## 1. INTRODUCTION

1.1. These terms and conditions set out the legal framework for the provision and use of Physical Hosting Services provided by the Supplier.

## 2. DEFINITIONS

2.1. **Location** - The data center used for colocation of your server and related infrastructure

## 3. PHYSICAL HOSTING SERVICES

3.1. The colocation product provides you with only a rack, power connection and data connection.You must supply your own Server(s) and peripherals.

3.2. The Customer remains solely responsible for all equipment that is installed in a rack.

3.3. The Supplier will be responsible for the Location the rack is stored in and for the network connection only.

3.4. The Supplier will provide a resilient infrastructure at the Location and have taken reasonable precautions to protect The Customer's Server(s) and equipment.

3.5. Network uptime includes functioning of all network infrastructure including routers, switches and cabling, but excludes services or software running on your Server.

3.6. Network downtime exists when you are unable to ping the Server and it is measured according to our monitoring system.

## 4. SEGREGATION OF DUTIES

4.1. The Supplier will in no way be responsible for the content it hosts on behalf of the Customer

4.2. The Supplier will not be responsible for the use of software installed by the Customer and for any vulnerabilities including traffic generated that may result from the use of the software.

4.3. If a Server becomes the target or source of any form of Denial of Service Attack and the Supplier believes that there is no other possible solution at that point in time, the Supplier may disconnect the Server from the network.

4.4. Customers will be solely responsible for all the support, maintenance and/or upgrades of any software, application, and/or component, which will include any code settings, configurations, modifications, patches, updates and security updates/patches of whatever nature. The Supplier shall provide Customer with technical support relating RDP or SSH, but in both instances in the form of connectivity checks only.

## 5. INDEMNITY

5.1. The Customer agrees to only make use of properly licensed third party software in connection with its use of the Services and agrees to indemnify and hold The Supplier and any of its members, representatives, officers or employees harmless against all losses, damages, liability, costs and expenses, including reasonable attorney fees, suffered or incurred by them as a result of any third party claims relating to its involvement in any copyright infringement or alleged copyright infringement.

5.2. All End User Data allocated to the Customer is the responsibility of the Customer and the Customer will be liable for any loss or damage suffered as a result of any contravention of personal information legislation it may fall foul of.

5.3. The Supplier will use all reasonable steps to verify the identity of representatives that wishes to access Servers at the Location. However, the Supplier will not be liable for any loss or damage suffered as a result of a non-authorised individual gaining access to Servers at the Location.

5.4. The Customer must notify the Supplier in writing of which representatives who are entitled to access Server at the Location.

END OF ANNEXURE 2 H

# ANNEXURE 2 I - SD-WAN

## 1. INTRODUCTION

1.1. These terms and conditions set out the legal framework for the provision and use of SD-WAN Services provided by the Supplier.

## 2. DEFINITIONS

2.1. **Orchestrator** - is a cloud-hosted, multi tenant management platform that provides a single-pane of glass centralised management, with suitable role based access control.

2.2. **SD-WAN** - Software Defined - Wide Area Networking

## 3. SD-WAN SERVICES

3.1. A software defined cloud networking service utilising:

3.2. A network of gateways running VMware SD-WAN by Velocloud (Velocloud) proprietary gateway software deployed at network and cloud data centers,

3.3. proprietary branch edge devices (“Branch Edges”) installed at customer branch locations,

3.4. and a proprietary network-connected orchestrator (“the Orchestrator”) for centralized configuration, monitoring and provisioning of virtual services, and orchestration of the data flow through the cloud network.

3.5. The Velocloud Service consists of:

3.6. a subscription(s) to use SD WAN software powered by Velocloud and,

3.7. to use Velocloud’s hardware products (“Equipment”) provided to the Customer for use in connection with the SD WAN Service powered by Velocloud for the Service term set forth.

## 4. PROVISIONING OF SERVICES

4.1. Delivery dates are estimates only and are not of the essence. Billing will begin on the date the Supplier makes the Service available to the Customer (“Start of Service Date”).

4.2. In no event will the untimely installation or non-operation of Customer-provided facilities, services or equipment relieve the Customer of its obligation to pay charges for the Services as provided in this Agreement.

4.3. Equipment is solely for the purposes of accessing and using the VeloCloud Service during the subscription period purchased by the Customer.

## 5. CUSTOMER USE OF THE SERVICES

5.1. All use of the Service shall comply with Velocloud’s published end user subscription agreement located at https://www.vmware.com/download/eula/vmware-sd-wan-by-velocloud.html

5.2. The Customer agrees to defend, indemnify and hold harmless the Supplier, its affiliates, and contractors from any and all liabilities, costs and expense, including reasonable attorneys’ fees, arising from or related to use of the Service by the Customer or Customer’s Users.

5.3. Any violation of the AUP or conduct that the Supplier, in its reasonable discretion, believes may subject the Supplier to civil or criminal litigation or liability, charges and/or damages will be considered to be a breach of this Agreement and for which the Supplier may suspend service as outlined in the Master Services Agreement. If the Supplier suspends the Service pursuant to Section 5, the Supplier may require a reinstatement fee in order to resume the Service.

## 6. CHARGES AND RATES

6.1. All charges for Services, including recurring charges and any monthly minimums shall be specified in the Proposal.

6.2. Installation and any Non-recurring charges shall be specified in the Proposal. If the Customer terminates the Service request prior to the Start of Service Date, the Customer agrees to pay for all costs for pre-engineering and other installation efforts undertaken on behalf of the Customer.

6.3. The Supplier reserves the right, upon thirty (30) calendar day’s prior written notice to the Customer, to modify any of the Services, rates, promotions or charges described in this Annexure for those subscriptions and/or hardware’s ordered after the effective date of rate change.

## 7. DISCLAIMER OF WARRANTIES

7.1. The Customer assumes total responsibility for use of the Service and the Internet and accesses the same at its own risk.

7.2. The Supplier exercises no control over and has no responsibility whatsoever for the content accessible or actions taken on the Internet and the Supplier expressly disclaims any responsibility for such content or actions. Except as specifically set forth herein, the Service and related software provided by the Supplier if any, are provided without warranties of any kind, either express or implied, including but not limited to warranties of title, noninfringement, merchantability or fitness for a particular purpose.

7.3. No advice or information given by the Supplier, its affiliates, contractors, agents or their respective employees shall create a warranty.

## 8. CUSTOMER RESPONSIBILITIES

8.1. The Customer shall be solely responsible for the following,

8.2. any costs associated with Customer Premises Equipment ("CPE") which, if requested by the Customer, may be provided by the Supplier pursuant to the terms of a separate CPE agreement; and/or

8.3. local access and access-related charges, including any charges for interconnection, installation, inside wiring, construction, distance and termination charges and other access-related charges.

8.4. During any term and thereafter any CPE provided by the Supplier for provision of the Service to be located at the Customer's premises will remain the property of the Supplier. The Equipment belongs to the Supplier, the Customer may not sell, lease, abandon, or give away the Equipment; allow anyone other than the Supplier to service the Equipment; or permit any other person to use the Equipment, other than on customer's behalf in connection with Customer use of the VeloCloud Service. Customer is directly responsible for the loss of the Equipment.

8.5. The Customer will agree to abide by any terms of use for the VeloCloud Service published by the Supplier. The Customer may install and use the Equipment solely for the purposes of accessing and using the VeloCloud Service during the subscription period purchased by the Customer. The Customer agrees not to disable or defeat any capacity-limiting feature of the Equipment, or otherwise use the Equipment at a greater capacity rate than the rate for which the Customer has subscribed. The Customer agrees not to use the Equipment with any unsupported hardware or software (as described in the applicable documentation provided by VeloCloud); or use the Service other than as described in the documentation provided therewith; or use the VeloCloud Service for any unlawful purpose.

8.6. The Customer will agree to; at its own expense, keep the CPE free and clear of any claims, liens, and encumbrances of any kind. Make no alterations or affix any additions or attachments to the CPE, except as approved by the Supplier in writing. Not remove, alter or destroy any labels on the CPE and will allow the Supplier and VeloCloud unrestricted access to the CPE for purposes of testing, upgrading and other maintenance activities. Take such action as is necessary to protect the CPE including but not limited to, the provision of a secure, air-conditioned space to house, and sufficient electricity to run the CPE, reasonable steps to protect the CPE against theft, abuse or misuse, and reasonable steps to protect the CPE against physical damage. Comply with all instructions and requirements of the Supplier or manufacturer's manuals regarding the care and use of the CPE. Assure that the CPE will be operated by competent and duly qualified personnel in compliance with all laws and regulations.

8.7. The Customer further agrees to indemnify, defend, and hold harmless the Supplier and its respective officers, directors, employees, contractors and agents against and from any loss, debt, liability, damage, obligation, claim, demand, judgement or settlement including without limitation, attorneys' fees and all reasonable costs and expenses of litigation arising out of, or resulting from any CPE loss. In no event will CPE loss relieve the Customer of the obligation to pay The Supplier any amounts due under this Agreement.

## 9. RETURN OF EQUIPMENT

9.1. Upon any termination of this Agreement, Service Order or Service, the Customer will immediately return to the Supplier all the Supplier provided equipment in the same condition as when it was delivered to the Customer, ordinary wear and tear excepted and in such condition as to be acceptable to the manufacturer for regular maintenance without any remedial maintenance and any other property or information (including without limitation Confidential Information) obtained by Customer in connection with Customer's dealings with the Supplier that the Customer does not own. If the Customer does not immediately return all of the CPE, the Customer shall pay to the Supplier the fair market value (FMV) of the equipment as determined by the Supplier in its sole discretion or all costs incurred by the Supplier in retrieving or attempting to retrieve the CPE and in repairing or restoring the CPE. In addition, the Customer shall also be liable for all costs incurred by the Supplier in protecting its Confidential Information and in collecting such costs or other amounts due the Supplier by the Customer. The Customer will be deemed to have purchased Equipment its designee or a third party provider, notwithstanding that the CPE, or any part thereof, may be affixed or attached to the Customer's real property or any improvements thereon. The Customer has no right or interest to the CPE other than as provided herein and will hold the CPE subject and subordinate to the rights of the Supplier.

9.2. The Customer acknowledges that the Supplier/Velocloud may change the Velocloud Service, and may change the Equipment, either by physical replacement or by remote changes to its software or firmware, at its discretion at any time. Such change may interrupt the Customers VeloCloud Service.

9.3. The Customer will grant us the right to audit the Customer's use of the Velocloud Service, in order to confirm compliance with this Agreement and other agreements the Customer may have with us. The Customer does acknowledge and agree that VeloCloud may use, on an aggregated, non-individually-identifiable basis, all information regarding networking characteristics, usage, performance and related data involved in the use of the VeloCloud Service.

END OF ANNEXURE 2 I

## ANNEXURE 2 J- ANYCLOUD MANAGED SERVICES

## 1. INTRODUCTION

1.1. These terms and conditions set out the legal framework for the provision and use of AnyCloud Managed Services provided by the Supplier.

## 2. DEFINITIONS

2.1. **OS** - Operating System

2.2. **VM** - Virtual Machine

2.3. **DBA** - Database Administrator

## 3. THE SUPPLIER'S OBLIGATIONS AND SERVICE RESPONSIBILITIES

3.1. The Supplier will be responsible for the following:

3.1.1. proactive monitoring of the OS, VM and Network level;

3.1.2. monthly OS patching;

3.1.3. 1st, 2nd and 3rd line support of the OS, VM and network level;

3.1.4. setup of alerts and response to these alerts based on the agreed SLA;

3.1.5. monthly reporting on the monitoring and patching;

3.2. In the event that a customer also subscribes to the DBA managed services, the Supplier will be responsible for the following:

3.2.1. 8 hours of dedicated DBA support;

3.2.2. SQL proactive monitoring;

3.2.3. monthly patching of the database;

3.2.4. purging of logs;

3.2.5. general database maintenance;

3.2.6. setup of alerts and response to these alerts based on the agreed SLA;

3.3. Providing the tools in order to perform monthly patching

3.4. Providing the tools in order to perform proactive monitoring

## 4. THE CUSTOMER'S RESPONSIBILITIES

4.1. Apart from the OS, Customers will be solely responsible for all the support, maintenance and/or upgrades of any software, application, and/or component, which will include any code settings, configurations, modifications, patches, updates and security updates/patches of whatever nature. The Supplier shall provide Customer with technical support relating RDP or SSH, but in both instances in the form of connectivity checks only.

4.2. Nothing contained in these Product Specific Terms and Conditions will be seen as a representation that any back-ups of data The Supplier has implemented will be successful or in any way will assist with disaster recovery.

4.3. Allowing us to install monitoring, utility or diagnostic programmes to assist us in providing the services only. These tools will not expose any of The Customer's Content in any way;

4.4. The Customer are responsible for ensuring the that local firewall on The Customer's hosted servers is configured correctly to protect The Customer's applications and data;

4.5. The Customer agree to only make use of properly licensed third party software in connection with its use of the Services and agree to indemnify and hold the Supplier and any of its members, representatives, officers or employees harmless against all losses, damages, liability, costs and expenses, including reasonable attorney fees, suffered or incurred by them as a result of any third party claims relating to its involvement in any copyright infringement or alleged copyright infringement.

## 5. EXCLUDED SERVICES

5.1. any services not specifically listed as forming part of the Managed Services;

5.2. software application development;

5.3. undertaking of distinct projects, which will be scoped and priced separately;

5.4. hardware maintenance services;

5.5. the cost of Spares;

5.6. resolution of Service Requests caused by the Customer's failure to provide a suitable environment for the supported Equipment as prescribed by the Service Provider from time to time;

5.7. resolution of Service Requests caused by the Customer using the Equipment for purposes other than those for which they were designed;

5.8. Managed Services that have been suspended or discontinued;

5.9. mains electrical power supply and communication cable work external to the Equipment unless specifically included in the Service Definition;

5.10. recovery of data where the backup and restoration of such data is not part of the Managed Services. The Service Provider will take the necessary precautions to prevent data loss, but will not be liable for the recovery of or attempt to recover such data. The cost of any such data recovery will be borne by the Customer;

5.11. services required as a result of the lack of virus protection where the cause of such is not directly attributed to a failure by the Service Provider to provide the Managed Services;

5.12. services required as a result of:

5.12.1. damage to the Equipment due to power fluctuations and/or lightning strikes;

5.12.2. malicious damage, misuse or negligence by the Customer or its staff, irrespective of the location of the Equipment;

5.12.3. the unauthorised modification or servicing of the Equipment by any third party;

5.12.4. damage caused by the unauthorised connection of incompatible or non-approved accessories or devices, or use of unsuitable consumables or supplies or software by any party other than persons authorised thereto by the Service Provider;

5.12.5. Service disruptions arising from factors beyond the reasonable scope of the Managed Services.

5.12.6. an event or circumstance of Force Majeure, the event or circumstances may include (without being limited thereto) acts of God; war, hostilities, riots, civil or military insurrection and like political disturbances; natural disasters such as earthquakes, fires, floods and storms; acts or omissions by Governments (central, federal, regional, provincial, local, municipal) and state organs / public authorities; terrorism or sabotage; denial of the use of railway or other means of public transport, strikes and lock-outs.

## 6. CANCELLATION

6.1.1. For convenience, the Managed services used by the Customer may be canceled for any or no reason by either party with a preceding calendar months notice.

6.1.2. After the calendar month period any and all managed services responsibilities will cease from the Supplier.

6.1.3. Any tools used to perform the managed services will be safely removed from the Customers workloads by the Supplier.

END OF ANNEXURE 2 J