

PRODUCT ANNEXURE - SD-WAN

1. INTRODUCTION

This Product Annexure sets out the legal framework for the provision and use of SD-WAN Services provided by the Supplier. This Product Annexure is subject to and must be read in conjunction with the Supplier terms and conditions located at <https://saicom.io/>. The nomenclature used in the Agreement shall apply to this Product Annexure.

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:

3.1.1. A network of gateways running VMware SD-WAN by VeloCloud (VeloCloud) proprietary gateway software deployed at network and cloud data centres;

3.1.2. proprietary branch edge devices ("Branch Edges") installed at customer branch locations;

3.1.3. 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.

3.2. The VeloCloud Service consists of:

3.2.1. a subscription(s) to use SD WAN software powered by VeloCloud; and

3.2.2. 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 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.
- 7.2. No advice or information given by the Supplier, its affiliates, contractors, agents, or their respective employees shall create a warranty on, *inter alia*, the fitness for purpose of the Services.

8. CUSTOMER RESPONSIBILITIES

- 8.1. The Customer shall be solely responsible for the following:
 - 8.1.1. its use of the Services and the Internet under this Product Annexure and accesses same at its own risk.
 - 8.1.2. 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

- 8.1.3. local access and access-related charges, including any charges for interconnection, installation, inside wiring, construction, distance and termination charges and other access-related charges.
- 8.2. 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.
- 8.3. 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.
- 8.4. 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.
- 8.5. 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