

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. VELOCLOUD 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 centralised 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 ("Supplier Equipment") provided to the Customer for use in connection with the SD WAN Service powered by Velocloud for the Service term set forth.

3.3. Provisioning of Services

3.3.1. 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").

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

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

3.4. Customer Use of The Services

- 3.4.1. 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>
- 3.4.2. 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.
- 3.4.3. 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.
- 3.5. Charges And Rates**
- 3.5.1. All charges for Services, including recurring charges and any monthly minimums shall be specified in the Proposal.
- 3.5.2. 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.
- 3.5.3. 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.
- 3.6. Disclaimer of Warranties**
- 3.6.1. 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.
- 3.6.2. 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.
- 3.7. Customer Responsibilities**
- 3.7.1. The Customer shall be solely responsible for the following:
- 3.7.1.1. its use of the Services and the Internet under this Product Annexure and accesses same at its own risk.
- 3.7.1.2. any costs associated with any equipment purchased by the Customer from the Supplier for the purposes of receiving the Services, or Supplier Equipment required which, if requested by the Customer, may be provided by the Supplier pursuant to the terms of a separate Supplier Equipment or customer premises equipment (CPE) agreement; and/or
- 3.7.1.3. local access and access-related charges, including any charges for interconnection, installation, inside wiring, construction, distance and termination charges and other access-related charges.

- 3.7.2. The Customer shall at all times remain responsible for equipment purchased from the Supplier for the purposes of receiving the Services.
- 3.7.3. The Customer shall obtain and maintain, for the entire Term of this Agreement and from a reputable insurance company, insurance on the Supplier Equipment, against all risks of physical loss or damage from any cause whatsoever, with broad form coverage, including but not limited to fire, theft, vandalism, and accidental damage.
- 3.7.4. The insurance policy obtained by the Customer shall provide coverage for the full replacement value of the Supplier Equipment. The Customer shall provide the Supplier with a certificate of insurance evidencing the coverage required under this clause at the Effective Date and thereafter upon renewal of the insurance policy. The certificate of insurance shall name the Supplier as an additional insured party and shall state that the insurance policy cannot be cancelled or materially modified without 30 days prior written notice to the Supplier.
- 3.7.5. Where the Customer does not wish to purchase the equipment required, the Supplier Equipment provided by the Supplier during any term and thereafter for provision of the Service to be located at the Customer's premises will remain the property of the Supplier. The Supplier Equipment belongs to the Supplier, the Customer may not sell, lease, abandon, or give away the Supplier Equipment; allow anyone other than the Supplier to service the Supplier Equipment; or permit any other person to use the Supplier 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 Supplier Equipment.
- 3.7.6. 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 Supplier 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 Supplier Equipment, or otherwise use the Supplier Equipment at a greater capacity rate than the rate for which the Customer has subscribed. The Customer agrees not to use the Supplier 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.
- 3.7.7. The Customer will agree to; at its own expense, keep the Supplier Equipment free and clear of any claims, liens, and encumbrances of any kind. Make no alterations or affix any additions or attachments to the Supplier Equipment, except as approved by the Supplier in writing. Not remove, alter, or destroy any labels on the Supplier Equipment and will allow the Supplier and VeloCloud unrestricted access to the Supplier Equipment or purchased equipment for purposes of testing, upgrading and other maintenance activities. Take such action as is necessary to protect the Supplier Equipment including but not limited to, the provision of a secure, air-conditioned space to house, and sufficient electricity to run the Supplier Equipment, reasonable steps to protect the Supplier Equipment against theft, abuse or misuse, and reasonable steps to protect the Supplier Equipment against physical damage. Comply with all instructions and requirements of the Supplier or manufacturer's manuals regarding the care and use of the Supplier Equipment. Assure that the Supplier Equipment will be operated by competent and duly qualified personnel in compliance with all laws and regulations.
- 3.7.8. 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 Supplier Equipment loss. In no event will Supplier Equipment loss relieve the Customer of the obligation to pay the Supplier any amounts due under this Agreement.

3.8. Return of Equipment

- 3.8.1. Upon any termination of this Agreement, Service Order or Service, the Customer will immediately return to the Supplier all the Supplier 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 Supplier Equipment, 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 Supplier Equipment and in repairing or restoring the Supplier Equipment. 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 not be deemed to have purchased Supplier Equipment from the Supplier, its designee, or a third-party provider, notwithstanding that the Supplier Equipment, 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 Supplier Equipment other than as provided herein and will hold the Supplier Equipment subject and subordinate to the rights of the Supplier.
- 3.8.2. The Customer acknowledges that the Supplier/Velocloud may change the Velocloud Service, and may change the Supplier 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.
- 3.8.3. 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.

4. FORTINET SD WAN SERVICES

4.1. SD-WAN Services

4.1.1. A software defined cloud networking service utilising:

- 4.1.1.1. A network of gateways running SD-WAN by Fortinet proprietary gateway software deployed at network and cloud data centres;
- 4.1.1.2. proprietary branch edge devices ("Branch Edges") installed at customer branch locations;
- 4.1.1.3. and FortiManager for centralised configuration, monitoring and provisioning of virtual services, and orchestration of the data flow through the cloud network.

4.1.2. The Fortinet Service consists of:

- 4.1.2.1. a subscription(s) to use SD WAN software powered by Fortinet; and
- 4.1.2.2. to use Fortinet hardware products ("Supplier Equipment") provided to the Customer for use in connection with the SD WAN Service powered by Fortinet for the Service term set forth.

4.2. Provisioning of Services

- 4.2.1. 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”).
- 4.2.2. In no event will the untimely installation or non-operation of Customer-provided facilities, services or Supplier Equipment relieve the Customer of its obligation to pay charges for the Services as provided in this Agreement.
- 4.2.3. Supplier Equipment is solely for the purposes of accessing and using the Fortinet Service during the subscription period purchased by the Customer.

4.3. Customer use of the Service

- 4.3.1. 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 7, the Supplier may require a reinstatement fee in order to resume the Service.
- 4.4. The customer shall be solely responsible for the following
 - 4.4.1. It's use of the Services under this Product Annexure and accesses same at its own risk
 - 4.4.2. Any costs associated with Supplier Equipment which, if requested by the Customer, may be provided by the Supplier pursuant to the terms of a separate Supplier Equipment or customer premises equipment (CPE) agreement, and/or
 - 4.4.3. Local access and access-related changes, including any changes for interconnection, installation, inside wiring, construction, distance and termination charges and other access-related charges
 - 4.4.4. All equipment purchased from the Supplier for the purposes of receiving the Services
 - 4.4.5. any Supplier Equipment provided by the Supplier for provision of the Service to be located at the Customer's premises during any term and thereafter, will remain the property of the Supplier/licensor. The Supplier Equipment does not belong to the Customer, the Customer may not sell, lease, abandon, or give away the Supplier Equipment; allow anyone other than the Supplier/manufacturer to service the Supplier Equipment; or permit any other person to use the Supplier Equipment, other than on Customer's behalf in connection with Customer's use of the Fortinet Service. The Customer is directly responsible for the loss of the Supplier Equipment
 - 4.4.6. The Customer agrees to abide by any terms of use for the Fortinet Service published by Fortinet. The Customer agrees not to disable or defeat any capacity-limiting feature of the Supplier Equipment, or otherwise use the Supplier Equipment at a greater capacity rate than the rate for which the Customer has subscribed. The Customer agrees not to use the Supplier Equipment with any unsupported hardware or software (as described in the applicable documentation provided by Fortinet); or use the Service other than as described in the documentation provided therewith or use the Fortinet Service for any unlawful purpose
 - 4.4.7. The Customer shall, at its own expense, keep all Supplier Equipment free and clear of any claims, liens, and encumbrances of any kind. Make no alterations or affix any additions or attachments to the Supplier Equipment, except as approved by the Supplier in writing. Not remove, alter, or destroy any labels on the Supplier Equipment and will allow the Supplier and Fortinet unrestricted access to the Supplier Equipment for purposes of testing, upgrading and other maintenance activities. Take such action as is necessary to protect the Supplier Equipment including but not limited to,

the provision of a secure, rack mounted, air-conditioned space to house, and sufficient clean electricity to run the Supplier Equipment, reasonable steps to protect the Supplier Equipment against theft, abuse or misuse, and reasonable steps to protect the Supplier Equipment against physical damage. Comply with all instructions and requirements of the Supplier or manufacturer's manuals regarding the care and use of the Supplier Equipment. Assure that the Supplier Equipment will be operated by competent and duly qualified personnel in compliance with all laws and regulations

4.4.8. 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 Supplier Equipment loss. In no event will Supplier Equipment loss relieve the Customer of the obligation to pay the Supplier any amounts due under this Agreement

4.5. The Supplier does not notify Customers of licensor software updates and major and minor releases.

END OF ANNEXURE