

CLOUD SERVICES AGREEMENT

entered into by and between

Central Cloud (Proprietary) Limited ("Central Cloud")

| | | | |
|--|---|---|--|
| Description and Registration Number | a private company registered in accordance with the laws of South Africa with registration number 1996/015808/07 | | |
| Domicilium / Physical Address | Sage Corporate Park North 238 Roan Crescent, 1685 Old Pretoria Road, Midrand | | |
| Postal Address | P.O. Box 50722, Ranjesfontein, Midrand, 1683 | | |
| Fax No. | + 27 87 741 5100 | | |
| Signed at | | Date | |
| Signature | | | |
| Name | | who warrants that he/she/they are duly authorised to sign | |
| Designation | | | |

and

XXX ("the Client")

| | | | |
|--|---|---|--|
| Description and Registration Number | a private company registered in accordance with the laws of South Africa with registration number | | |
| Domicilium / Physical Address | | | |
| Postal Address | | | |
| Fax No. | | | |
| Signed at | | Date | |
| Signature | | | |
| Name | | who warrants that he/she/they are duly authorised to sign | |
| Designation | | | |

IN TERMS OF WHICH THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

- 1.1 The use of Central Cloud services is governed by these Terms of Service, the Central Cloud Acceptable Use Policy, and the terms of your Order. The usage of the term "Agreement" in any of the Order, Terms of Service, or Acceptable Use Policy, is referring collectively to all of the aforementioned.
- 1.2 Clauses 1 to 29 of this Agreement state the general terms applicable to all Cloud Services, and clauses 30 to 34 state additional terms that will apply only if the Client elects to purchase the particular services described in those clauses.
- 1.3 In the event that an individual submits an Order doing so on behalf of the Client, the individual represents that he or she has authority to legally bind the Client to this Agreement.
- 1.4 This Agreement is the complete and exclusive agreement between the Client and Central Cloud regarding its subject matter and supersedes and replaces any prior agreement, understanding, or communication, written or oral.

2. DEFINITIONS

In this Agreement, unless clearly inconsistent with or otherwise indicated by the context:

- 2.1 "Additional Services" means those Additional Services selected by the Client as reflected in Annexure "D" to this Agreement.
- 2.2 "Acceptable Use Policy" or "AUP" means the Central Cloud Acceptable Use Policy as depicted in Annexure "A" to this Agreement.
- 2.3 "Affiliate" means any and all legal entities which now or hereafter the ultimate parent of Central Cloud controls. For the purpose of this definition, "control" shall mean an entity, directly or indirectly, holding more than fifty per cent (50%) of the issued share capital, or more than fifty per cent (50%) of the voting power at general meetings, or which as the power to appoint and to dismiss majority of the directors or otherwise to direct the activities of such legal entity.
- 2.4 "Business Day" means 8:00 a.m. – 5:00 p.m. Monday through Friday, South African time, excluding official public holidays in the republic of South Africa.
- 2.5 "Confidential Information" means means information or data, whether disclosed orally or in writing, that is identified as being confidential or proprietary at the time of disclosure or has the necessary quality of confidence about it and includes, without limitation, any information relating to a Party's:

- 2.5.1 business, business policies, business plans, pricing models and other business and commercial information;
 - 2.5.2 know-how, trade secrets, specifications, drawings, sketches, models, samples, data, diagrams and flow charts,
 - 2.5.3 business relationships, products, services, customers and clients (both existing and potential) sales and sales figures;
 - 2.5.4 technical information, including use of technology, systems, hardware, software (and the incidence of any faults therein), architectural information, demonstrations, processes and machinery and related material and documentation;
 - 2.5.5 past, present and future research and development;
 - 2.5.6 strategic objectives and planning;
 - 2.5.7 plans, designs, drawings, functional and technical requirements and specifications;
 - 2.5.8 all information transmitted to or from, or stored on, the Central Cloud system;
 - 2.5.9 Central Cloud' unpublished prices and other terms of service, audit and security reports, product development plans, data center designs (including non-graphic information the Client may observe on a tour of a data center), server configuration designs, and other proprietary information or technology; and
 - 2.5.10 all other information that is marked or otherwise conspicuously designated as confidential.
- 2.6 but excluding information or data which:-
- 2.6.1 is at the time of disclosure to the Receiving Party lawfully and without breach of any confidentiality obligations, within the public domain;
 - 2.6.2 is, at the time of such disclosure, already within the possession of the Receiving Party, or it has been independently developed by the Receiving Party; or
 - 2.6.3 is obliged to be produced under order of a court or government agency of competent jurisdiction, or in terms of statute;
 - 2.6.4 provided that the onus shall at all times rest on the Receiving Party to establish that such information falls within the exceptions contained herein and provided further that information disclosed in terms of this Agreement will not be deemed to be within the foregoing exceptions

merely because such information is embraced by more general information in a Party's possession.

- 2.7 "CPI" means the average year-on-year percentage change in the Consumer Price Index for all urban areas as published in the Statistical News Release compiled by Statistics South Africa (or its successor in title) for the preceding 12 (twelve) months.
- 2.8 "Junk Mail" means email that is captured by Central Cloud' mail filter and other email that is reported by the Client to Central Cloud as undesirable.
- 2.9 "Order" means either: (i) the online order that the Client submits to Central Cloud via the Central Cloud website, or (ii) any other written order (either in electronic or paper form) provided to the Client by Central Cloud for signature that describes the Services the Client is purchasing, and that is signed by the Client, either manually or electronically.
- 2.10 "Personally Identifiable Information" or "PII" means: (i) a combination of any information that identifies an individual with that individual's sensitive and non-public financial, health or other data or attribute, such as a combination of the individual's name, address, or phone number with the individual's identity number, date of birth, address, or other personally identifiable information; (ii) any "non-public personal information" as that term is defined in the Gramm-Leach-Bliley Act found at 15 USC Subchapter 1, § 6809(4), and (iii) "protected health information" as defined in the Health Insurance Portability and Accountability Act found at 45 CFR §160.103.
- 2.11 "Services" means those services described in the Order.

3. **CENTRAL CLOUD'S OBLIGATIONS.**

- 3.1. Except as expressly provided in this Agreement, the Client acknowledges that it bears the sole responsibility for the security of the Cloud Services. The Client agrees to implement security measures that are commercially reasonable for its use of the Cloud Services, including encryption technologies, password and user ID requirements, and procedures regarding the application of security patches and updates. Neither Central Cloud nor any of its employees, service providers or licensors will be liable for unauthorised access (i.e. hacking) into the cloud servers or the Clients transmission facilities, premises or equipment, or for any unauthorised access to data files, programs, procedures or information thereon, unless and only to the extent that this disclaimer is prohibited by applicable law.
- 3.2. **Central Cloud Servers with a Service Level.** If the Client purchases Central Cloud Cloud Servers with a Service Level, the terms and conditions contained in Annexure "B" will apply in

addition to the terms and conditions contained herein. In such event Central Cloud live support will be available to the Client 24 hours per day, 7 days a week, year round. The Client may request support by opening a support ticket, or a one-on-one chat, via its Central Cloud Control Panel or by calling your Central Cloud Servers with a Service Level account team.

3.3. **Monitoring and Response.** If you purchase Central Cloud Servers with a Service Level as per clause 3.2 above, then Central Cloud will provide the following monitoring and response services at an agreed additional cost:

3.3.1. **Availability Monitoring.** Central Cloud will monitor up to 2 TCP ports (HTTP, HTTPS, SMTP, POP3, etc.) per server for service availability. General server availability is tested every one (1) minute via ping. You will be alerted via ticket if port or ping monitors fail three consecutive times. You may also configure monitoring for one URL's content. Port and URL content checks are done every five (5) minutes.

3.3.2. **Fault Monitoring.** Central Cloud monitors status events on servers and network devices including network availability, and backup success/failure.

3.3.3. **Desktop Support.** The Client acknowledge and agrees that any and all forms of desktop support in respect of the Client's Outlook environment is specifically excluded from the operation of this Agreement and Central Cloud accordingly accepts no liability whatsoever in this respect.

4. **CLIENT OBLIGATIONS.**

4.1 The Client agrees to do each of the following:

4.1.1 comply with applicable law and the Central Cloud Acceptable Use Policy;

4.1.2 pay when due the fees for the Services;

4.1.3 use reasonable security precautions in light of the Client's use of the Services;;

4.1.4 ensure appropriate licensing of all applications installed on the Client's environment;

4.1.5 cooperate with Central Cloud' reasonable investigation of outages, security problems, and any suspected breach of the Agreement;

4.1.6 keep your billing contact and other account information up to date; and

4.1.7 immediately notify Central Cloud of any unauthorized use of your account or any other breach of security.

- 4.1.8 On or before commencement of the Services, provide Central Cloud with a completed Microsoft License Mobility Form, substantially in the format as attached hereto in Annexure "C". By its submission of the aforementioned form, the Client agrees that only those licences listed in the applicable form will form part of this Agreement. For the avoidance of doubt and creating legal certainty, Central Cloud under no circumstances howsoever arising excepts any liability and/or responsibility related to any licences not recorded and submitted timeously to Central Cloud in the prescribe form.
- 4.2 In the event of a dispute between the Parties regarding the interpretation of applicable law or the AUP, Central Cloud's reasonable determination shall control.
- 4.3 The Client may elect to purchase any one or more of the following Additional Services, each service at an additional rate reflected in Annexure "D":
- 4.3.1 Management of backups;
 - 4.3.2 Management of Cloud Firewall Rules;
 - 4.3.3 Cloud Portal Management – Central Cloud to manage Client's cloud portal on its behalf in terms of provisioning and de-provisioning VM's, mailboxes, Lync users, etc; and
 - 4.3.4 Management of VM's – Central Cloud to manage and apply patches on a monthly basis.

5. ACCESS TO THE SERVICES.

The Client may access the Services via the Central Cloud Services Portal (the online control panel, or via an Application Interface ("AI"). Central Cloud may modify its control panel or API's at any time, or may transition to new AI's. The Client's use of any AI downloaded from the Central Cloud website is governed by the license terms included in the FAQ section of the Central Cloud services Portal.

6. SERVICE LEVEL AGREEMENT.

The Service Level Agreement(s) attached hereto in the Schedule "B" is/are part of this Agreement for those Services the Client elected to purchase from Central Cloud

7. TERM.

The initial term for each Order commences the date Central Cloud makes the Services available for the Client use and continues for the period stated in the Order. If no period is stated in the

Order, then the initial term shall be one month. Upon expiration of the initial term, the Order will automatically renew for successive renewal terms of one month each, unless and until one of the Parties gives the other a written notice of non-renewal prior to the expiration of the initial term, or then-current renewal term, as applicable. The Client must follow Central Cloud' non-renewal process accessible from the Client's control panel to give an effective notice of non-renewal.

8. FEES.

- 8.1 Central Cloud will charge the Client the fees stated in the Order. If the Client makes a minimum commitment in its Order, and the Client's actual usage does not meet or exceed the minimum commitment, Central Cloud will charge the Client the difference between its minimum commitment and actual usage. Unless otherwise agreed in the Order, the Client's billing cycle will be monthly in arrears based on actual usage, beginning on the date that Central Cloud first makes the Services available to the Client.
- 8.2 All fees and/or charges set forth in this Agreement will be subject to fluctuations in the rate of exchange ("ROE") from time to time, and for the full duration of this Agreement. The Parties therefore agree that the landing charges on the commencement of the Services will be linked to the ROE applicable on that date. In the event that the ROE fluctuates by 5% (five per centum) or more at any time during the term of this Agreement, as depicted in clause 7 above, Central Cloud in its sole discretion will have the right to adjust the initial landing charges and/or fees accordingly, whether it be upwards or downwards.
- 8.3 Notwithstanding ROE adjustments from time to time, and in addition thereto, the agreed charges and/or fees applicable on the anniversary date of this Agreement, and on every subsequent anniversary thereafter, will increase automatically with a percentage not less than the ruling CPI at the time.
- 8.4 All payments in terms of or arising out of the Agreement shall be made in cash, in South African Rands, free of conditions, set-off, bank exchange, commission or any other deduction to the other Party hereto and neither Party shall have the right to defer, adjust or withhold any payment due to the other. All payments will be due and payable within 30 (thirty) days from receipt of the applicable Central Cloud invoice.
- 8.5 All amounts to be paid in terms of this Agreement do not include taxes, sales, excise, gross receipts and withholding taxes, universal service fund fee and any similar tax or any government

imposed fees or surcharges which may be applicable thereto and the Client agrees to pay all such applicable taxes or fees, which will be invoiced to the Client in accordance with the law where the Client is domiciled. The Client agrees to pay or reimburse Central Cloud for all such taxes, excluding tax on Central Cloud's income. In respect of withholding tax, the Client will pay such additional amounts as may be necessary, such that Central Cloud receives the amount it would have received had no withholding been imposed, except if the Client provides Central Cloud with a valid withholding tax certificate within 30 (thirty) days of date of payment of the charges or fees paid to Central Cloud under this Agreement.

9. **FEE INCREASES.**

In the event that the Client is engaged on a month-to-month contract, then Central Cloud may increase fees at any time on forty-five (45) days advance written notice. If the initial term of the Client's engagement is longer than one month, then Central Cloud may increase the fees effective as of the first day of the renewal term that first begins forty-five days from the day of our written notice of a fee increase.

10. **SUSPENSION.**

10.1 Central Cloud may suspend the Services without liability under the following circumstances:

- 10.1.1 Central Cloud reasonably believes that the Services are being used (or have been or will be used) in violation of this Agreement;
- 10.1.2 Central Cloud discovers that the Client are, or are affiliated in any manner with, a person who has used similar services abusively in the past;
- 10.1.3 the Client doesn't cooperate with our reasonable investigation of any suspected violation of the Agreement; Central Cloud reasonably believes that the Client's Services have been accessed or manipulated by a third party without the Client's consent; Central Cloud reasonably believes that suspension of the Services is necessary to protect our network or our other customers;
- 10.1.4 a payment for the Services is overdue; or
- 10.1.5 Suspension is required by law.

10.2 Central Cloud will give the Client reasonable advance notice of a suspension under this clause 10 and a chance to cure the grounds on which the suspension are based, unless we determine, in our reasonable commercial judgment, that a suspension on shorter or contemporaneous notice is necessary to protect Central Cloud or its other customers from imminent and significant operational or security risk. If the suspension was based on the Client's breach of its obligations under the Agreement, Central Cloud may continue to charge the Client the fees for the Services

during the suspension, and may charge the Client a reasonable reinstatement fee upon reinstatement of the Services.

11. TERMINATION FOR CONVENIENCE; EARLY TERMINATION FEE.

The Client may terminate the Agreement for convenience at any time on thirty days advance written notice. If the Client terminate the Agreement for convenience, in addition to other amounts owing, the Client must pay an early termination fee equal to any minimum monthly financial commitment the Client have made for the remaining portion of the then-current term.

12. TERMINATION FOR BREACH.

12.1 Central Cloud may terminate this Agreement for breach on written notice under the following circumstances;

- 12.1.1 Central Cloud discovers that the information the Client provided to Central Cloud about itself or its proposed use of the Services was materially inaccurate or incomplete;
- 12.1.2 the Client's payment of any invoiced amount is overdue, and the Client fails to pay the overdue amount within three (3) days of our written notice;
- 12.1.3 a credit report indicates the Client no longer meet our reasonable credit criteria, provided that if we terminate on these grounds, Central Cloud must give the Client a reasonable opportunity to migrate its environment out of Central Cloud in an orderly fashion;
- 12.1.4 the Client uses the Service in violation of the AUP and fail to remedy the violation within ten (10) days of our written notice;
- 12.1.5 the Client violates the AUP more than once, even if the Client cures each violation; or
- 12.1.6 the Client fails to comply with any other provision of this Agreement and does not remedy the failure within thirty (30) days of Central Cloud' notice to the Client describing the failure.

12.2 The Client may terminate the Agreement for breach on written notice if:

- 12.2.1 Central Cloud materially fails to provide the Services as agreed and does not remedy that failure within five (5) days of your written notice describing the failure; or
- 12.2.2 Central Cloud materially fails to meet any other obligation stated in this Agreement and does not remedy that failure within thirty (30) days of the Client's written notice describing the failure.

13. ACCESS TO DATA.

13.1 The Client will not have access to its data stored on the Central Cloud™ system during a suspension or following termination.

13.2 Central Cloud will not, unless otherwise agreed in the Additional Services, back-up the Central Cloud systems. The Client may schedule automated backups from the portal so that the Client is able to more quickly restore the systems in the event of a failure. These backups are made on a snap-shot basis and, therefore, capture only the information that exists on the system at the time of the backup. These backups, may not be useful to the Client outside of the Central Cloud systems. For the avoidance of doubt, Central Cloud accepts no liability in any form or manner for the Client's data

14. UNAUTHORIZED ACCESS TO CLIENT DATA OR USE OF THE SERVICES.

Central Cloud is not responsible to the Client for unauthorized access to its data or the unauthorized use of the Services unless the unauthorized access or use results from Central Cloud's failure to meet its security obligations stated in the Agreement. The Client is responsible for the use of the Services by any of its employees, any person to whom the Client has given access to the Services, and any person who gains access to Client data or the Services as a result of the Client's failure to use reasonable security precautions, even if such use was not authorized by the Client.

15. DISCLAIMERS.

Central Cloud does not warrant that the Services will be uninterrupted, error-free, or completely secure. The Client acknowledges that there are risks inherent in Internet connectivity that could result in the loss of privacy, Confidential Information, and property. Central Cloud has no obligation to provide security other than as stated in this Agreement. Central Cloud disclaims any and all warranties not expressly stated in the Agreement, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. The Client is solely responsible for the suitability of the service chosen. If the Client has not made the minimum financial commitment for support and SLA coverage, the Services are provided AS IS. Any voluntary services Central Cloud may perform to the Client at Client's request and without any additional charge are provided AS IS.

16. CONFIDENTIAL INFORMATION.

16.1 Each Party hereby undertakes to the other Party, for the continuance of this Agreement and for a period of 2 (two) years from the expiry or termination thereof, as the case may be:

- 16.1.1 to keep confidential all information whether written (including information contained in electronic format) or oral concerning the business and affairs of the other Party that it obtains or receives from the other Party or any third party (“the Information”);
 - 16.1.2 not without the other Party’s written consent to disclose the Information in whole or in part to any person save its employees, agents and/or consultants involved in the implementation of this Agreement, and who have a need to know the Information;
 - 16.1.3 to use the Information solely in connection with the implementation of this Agreement and not for its own benefit or that of any third party; and
 - 16.1.4 to keep confidential the terms and conditions of this Agreement.
- 16.2 The provisions of clause shall not apply to the whole or any part of the Information which is:
- 16.2.1 already known to the recipient without obligation of confidence;
 - 16.2.2 independently developed by the recipient;
 - 16.2.3 publicly available without breach of this Agreement;
 - 16.2.4 lawfully received from a third party;
 - 16.2.5 released for disclosure by the disclosing Party with its written consent; or
 - 16.2.6 required to be disclosed in response to a valid order of court or other governmental agency or if disclosure thereof is otherwise required by law.
- 16.3 If a Party is obliged to divulge Information in terms of clause 16.2.4 it shall, provided that circumstances permit the time to do so, forthwith and before releasing the Information, inform the other Party of the obligation.
- 16.4 Each Party undertakes to the other to make all its relevant employees, agents and consultants aware of the confidentiality of the Information and the provisions of this clause and to take all such steps as shall from time to time be necessary to ensure compliance by its employees, agents and consultants with the provisions of this clause.
- 16.5 Upon the expiry or termination of this Agreement for any reason, each Party shall promptly return to the other Party all documents, diskettes, drawings and any other mediums containing the Information of the other Party (as well as all copies, notes or reproductions thereof).

- 16.6 Save for compliance by a Party with the requirements of the JSE Securities Exchange and the Securities Regulation Panel, no Party may publish any announcement of this transaction without the prior written consent of the other Party, which approval shall not be unreasonably withheld.
- 16.7 Notwithstanding clause 16.1, Central Cloud will be entitled to disclose the fact that the Client is a client of Central Cloud. However, Central Cloud shall not be entitled to disclose any other details of or related to this Agreement without the prior consent of the Client, which consent will not be unreasonably withheld.
- 16.8 For the avoidance of doubt, no provision of this Agreement should be construed in such a way that the disclosing party is deemed to have granted its consent to the receiving party to disclose the whole or any part of the Information in the event that the receiving party received a request for the whole or any part of the Information in terms of the provisions of the Promotion to Access to Information Act, No 2 of 2000, as amended (the "Act"). The receiving party shall be obliged to notify the disclosing party immediately when it receives such a request to enable the disclosing party to object and approach a court of competent jurisdiction if necessary, to protect its interests.

17. LIMITATION ON DAMAGES.

- 17.1 Central Cloud' obligations to the Client are solely defined by this Agreement. Central Cloud is not liable to the Client for failing to provide the Services unless the failure results from a breach of this Agreement, or results from our gross negligence or wilful misconduct.
- 17.2 Neither of the Parties (nor any of our employees, agents, affiliates or suppliers) is liable to the other for any lost profits or any other direct, indirect, special, incidental or consequential loss or damages of any kind, or for any loss that could have been avoided by the damaged party's use of reasonable diligence, even if the party responsible for the damages has been advised or should be aware of the possibility of such damages. In no event shall either of us be liable to the other for any punitive damages.
- 17.3 Notwithstanding anything in the Agreement to the contrary, except for liability based on willful misconduct or fraudulent misrepresentation, and liability for death or personal injury resulting from Central Cloud's negligence, the maximum aggregate monetary liability of Central Cloud and any of its employees, agents, suppliers, or affiliates in connection with the Services, the Agreement, and any act or omission related to the Services or Agreement, under any theory of law (including breach of contract, tort, strict liability, violation of law, and infringement) shall not exceed the amount of fees the Client paid for the Services for the six months prior to the occurrence of the event giving rise to the claim.

18. **INDEMNIFICATION.**

18.1 If Central Cloud, our affiliates, or any of our or their respective employees, agents, or suppliers (the "**Central Cloud Indemnitees**") are faced with a legal claim by a third party arising out of your actual or alleged gross negligence, wilful misconduct, violation of law, failure to meet the security obligations required by the Agreement, violation of the AUP, then the Client will pay the cost of defending the claim (including reasonable attorney fees) and any damages award, fine, or other amount that is imposed on the Central Cloud Indemnitees as a result of the claim. The Client's obligations under this clause 18 include claims arising out of the acts or omissions of your employees, any other person to whom you have given access to the Services, and any person who gains access to the Services as a result of your failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by you. If the Client resell the Services, the grounds for indemnification stated above also include any claim brought by the Client's customers or end users arising out of your resale of the Services.

19. **CHANGES TO THE ACCEPTABLE USE POLICY.**

Central Cloud may change our Acceptable Use Policy, provided that any changes are reasonable and consistent with applicable law and industry norms. Any such changes made during the term of this Agreement will become effective to the Client's account upon a 30 days prior written notice to this effect.

20. **OWNERSHIP OF INTELLECTUAL PROPERTY**

Each of the Parties retains all right, title and interest in and to their respective trade secrets, inventions, copyrights, and other intellectual property. Any intellectual property developed by Central Cloud during the performance of the Services shall belong to Central Cloud unless we have agreed with the Client in advance in writing that the Client shall have an interest in the intellectual property.

21. **ASSIGNMENT/SUBCONTRACTORS**

The Client may not assign the Agreement without Central Cloud's prior written consent. Central Cloud may use third party service providers to perform all or any part of the Services, but Central Cloud remains responsible to the Client under this Agreement for work performed by its third party service providers to the same extent as if Central Cloud performed the Services itself.

22. **FORCE MAJEURE**

Neither of the Parties will be in violation of the Agreement if the failure to perform the obligation is due to an event beyond our control, such as significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labour action, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry.

23 **ARBITRATION AND DISPUTE RESOLUTION**

- 23.1 If any dispute arises out of or in connection with this Agreement the Parties to the dispute shall in the first instance, by agreement, appoint a third Party to act as a mediator (and not as an arbitrator) to mediate in the resolution of the dispute. If the Parties to the dispute are not able to agree on the mediator within 5 (five) Business Days from the date on which a Party demanded mediation in writing, the mediator shall be selected by the Secretariat of the Arbitration Foundation of Southern Africa (“AFSA”), or any successor body thereto.
- 23.2 If the mediation referred to in clause 19.1 fails to resolve the dispute within 5 (five) Business Days after the appointment of the mediator, the dispute shall be finally resolved in Midrand in accordance with the then current rules of AFSA (“the Rules”) by 1 (one) arbitrator appointed by agreement between the Parties to the dispute. If the Parties to the dispute cannot agree on the arbitrator within a period of 10 (ten) Business Days after expiry of the 5 (five) Business Day mediation period, the arbitrator shall be appointed by the Secretariat of AFSA.
- 23.3 Each Party:
- 23.3.1 expressly consents to any arbitration in terms hereof being conducted as a matter of urgency; and
- 23.3.2 irrevocably authorises the other Party(ies) to the dispute to apply, on behalf of all Parties to the dispute, in writing, to the Secretariat of AFSA, in terms of article 23(1) of the Rules, for the arbitration to be conducted on an urgent basis.
- 23.4 The decision or award resulting from the arbitration shall be final and binding on the Parties, and may be made an order of court at the instance of any Party to the dispute. The Parties hereby irrevocably submit to the jurisdiction of the Witwatersrand Local Division of the High Court of the Republic of South Africa should either Party wish to make the arbitrator’s award an order of court.
- 23.5 There shall be a right of appeal as provided for in article 22 of the Rules.
- 23.6 The arbitration will be held *in camera*, in the English language and will be kept confidential by the Parties.

23.7 The provisions of this clause 19 shall not preclude any Party from access to an appropriate court of law for interim relief in the form of an interdict, *mandamus* or order for specific performance pending the outcome of the mediation or arbitration in terms of this clause 19 or in respect of such mediation or arbitration, for which purpose the Parties irrevocably submit to the jurisdiction of the Witwatersrand Local Division of the High Court of the Republic of South Africa.

24 DOMICILIUM AND NOTICES

24.1 The Parties choose their respective *domicilium* addresses for all purposes hereunder at the addresses set out in the cover page to this Agreement..

24.2 Any Party shall be entitled from time to time, by written notice to the other(s), to vary its *domicilium* address to any other address within the Republic of South Africa which is not a post office box or poste restante.

24.3 All notices given in terms of this Agreement shall be in writing and any notice given by any Party to another ("the addressee") which –

24.3.1 is delivered by hand or transmitted by telefacsimile, shall be deemed to have been received by the addressee on the first Business Day after the date of delivery or transmission, as the case may be;

24.3.2 is posted by pre-paid registered post from an address within the Republic of South Africa to the addressee at its *domicilium* address for the time being shall be deemed to have been received by the addressee on the 10th (tenth) Business Day after the date of such posting;

24.3.3 is delivered by email shall be deemed to have been received on the next Business Day after despatch, provided that it shall not be permissible to give any notice relating to a dispute, demand, renewal, cancellation or termination by email.

25 GENERAL

25.1 This Agreement constitutes the entire Agreement between the Parties with regard to the subject matter hereof.

25.2 The terms and conditions contained on Party's purchase order, order acceptance forms and/or invoices shall not apply to, supplement or supersede any provisions of this Agreement.

25.3 No alteration or variation to, or consensual cancellation of this Agreement shall be of any force or effect, unless it is recorded in writing and signed by all the Parties.

- 25.4 The provisions of clauses 15 to 26 shall survive the expiry, cancellation or termination of this Agreement for any reason.
- 25.5 Nothing in this Agreement constitutes either Party as the agent, principal, representative or partner of the other, and no Party shall be entitled to hold out to any third party that the relationship between the Parties is that of a partnership, joint venture or the like.
- 25.6 No failure or delay by a Party to enforce any provision of this Agreement shall constitute a waiver or suspension of such provision or affect in any way a Party's right to require performance of any such provision at any time in the future, nor shall the waiver of any right arising from any subsequent breach nullify the effectiveness of the provision itself.
- 25.7 In the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining provisions, which shall remain of full force and effect. If any invalid term is capable of amendment to render it valid, the Parties agree to negotiate in good faith an amendment to remove the invalidity.
- 25.8 If any conflict arises in respect of the provisions contained in this Agreement and any annexure attached hereto, the provisions contained in this Agreement shall take precedence.
- 25.9 This Agreement may be signed in two or more counterparts, one or more of which may be delivered via telefax, and the signed counterparts, taken together, shall constitute a binding agreement between the Parties.
- 25.10 Each Party acknowledges that it does not enter into this Agreement on the basis of and does not rely on any representation, warranty or other provision, whether express or implied, except as expressly provided in this Agreement. All conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by the law of the Republic of South Africa.
- 25.11 Each Party warrants that it is acting as principal and not as agent for any other person, whether disclosed or otherwise.
- 25.12 This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Republic of South Africa.
- 25.13 The Parties shall each pay their own costs of negotiating, drafting, preparing and implementing this Agreement and any annexure to it. If any Party is awarded costs by an arbitrator or court, he shall be entitled to be reimbursed by the other Party on the basis of Attorney and own client charges.
- 25.14 If the Client fails to pay any undisputed amount due and payable to Central Cloud in terms of this Agreement for the rendering of any services or the delivery of products, then Central Cloud may,

without prejudice to any other rights it may have, suspend the rendering of further services or provision of products until payment thereof.

26 INTERPRETATION

26.1 In this Agreement, unless the context requires otherwise:

26.1.1 words importing any one gender shall include the other two genders;

26.1.2 the singular shall include the plural and *vice versa*;

26.1.3 a reference to natural persons shall include created entities (incorporated or unincorporated) and *vice versa*;

26.1.4 "Business Day" means any day other than a Saturday, Sunday or any official public holiday within the Republic of South Africa;

26.1.5 any reference to an enactment is to that enactment as at the Date of Signature, as amended or re-enacted from time to time;

26.1.6 if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement, notwithstanding that it is only in the definition clause;

26.1.7 when any number of days (whether Business Days or calendar days) is prescribed in this Agreement, that number of days shall be reckoned exclusively of the first and inclusively of the last day, unless the last day (in the case of calendar days) falls on a Saturday, Sunday or official public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding Business Day;

26.1.8 when any number of days is prescribed and it is not specified whether those days are Business Days or calendar days, they shall be deemed to be calendar days; and

26.1.9 expressions or words defined in this Agreement shall bear the same meaning in the annexures to this Agreement which do not themselves contain definitions for such expressions or words.

26.2 The headings in this Agreement have been inserted for convenience only and shall not be used for nor assist or affect its interpretation.

26.3 Words and expressions defined in any sub-clause shall, for the purposes of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.

26.4 If reference is made in this Agreement to any other document for the purpose of defining words and/or phrases used in this Agreement, the applicable definition or description in such document shall be read and interpreted in terms of this Agreement as if specifically incorporated herein.

Central Cloud Acceptable Use Policy (“AUP”)

General Notice

By contracting with Central Cloud for Service, the Client agrees, without limitation or qualification, to be bound by this policy and the terms and conditions it contains, as well as any other additional terms, conditions, rules or policies which are displayed to you in connection with this service/website.

The purpose of this AUP is to comply with the relevant laws of the Republic; to specify to customers and users of our service/website what activities and online behaviour are considered an unacceptable use of the service/website; to protect the integrity of our network and to specify the consequences that may flow from undertaking such prohibited activities.

This document contains a number of legal obligations which you are presumed to be familiar with. As such, we encourage you to read this document thoroughly and direct any queries to our legal department at +27 (0)87 741 5000.

Central Cloud respects the rights of our customers and users of our services to freedom of speech and expression; access to information; privacy; human dignity; religion, belief and opinion in accordance with our constitution. We undertake not to interfere with any of those rights unless required to do so by law; unless those rights are exercised for unlawful purposes; or unless the exercise of those rights threatens to cause harm to another person or affect the integrity of our network.

Unlawful Use

Central Cloud' services/website may only be used for lawful purposes and activities. We prohibit any use of our website/network including the transmission, storage and distribution of any material or content using our network that violates any law or regulation of the Republic. This includes:

1. Any violation of local and international laws prohibiting child pornography; obscenity; discrimination (including racial, gender or religious slurs) and hate speech; or speech designed to incite violence or hatred, or threats to cause bodily harm.
2. Any activity designed to defame abuse, stalk, harass or physically threaten any individual in the Republic or beyond its borders; including any attempt to link to, post, transmit or otherwise distribute any inappropriate or defamatory material.
3. Any violation of Intellectual Property laws including materials protected by local and international copyright, trademarks and trade secrets. Moreover Central Cloud cannot be held liable if you make any unlawful use of any multimedia content accessed through the search facility provided by Central Cloud' network, or otherwise available through access to our network, whether for commercial or non-commercial purposes.
4. Any violation of the individual's right to privacy, including any effort to collect personal data of third parties without their consent.

5. Any fraudulent activity whatsoever, including dubious financial practices, such as pyramid schemes; the impersonation of another subscriber without their consent; or any attempt to enter into a transaction with Central Cloud on behalf of another subscriber without their consent.
6. Any violation of the exchange control laws of the Republic.
7. Any activity that results in the sale, transmission or distribution of pirated or illegal software.
8. Failing to respond to a request by a recipient of unsolicited mail to be removed from any mailing or direct marketing list and continuing to send unsolicited mail following such a request for removal.

Where any user resides outside of the Republic, permanently or temporarily, such user will be subject to the laws of the country in which s/he is currently resident and which apply. On presentation of a legal order to do so, or under obligation through an order for mutual foreign legal assistance, Central Cloud will assist foreign law enforcement agencies (LEA) in the investigation and prosecution of a crime committed using Central Cloud' resources, including the provisioning of all personal identifiable data.

Prohibited Activities

The following sections outline activities that are considered an unacceptable use of Company's services/network/website and also detail the guidelines for acceptable use of certain facilities/services, as the case may be.

Threats to Network Security

Any activity which threatens the functioning, security and/or integrity of Central Cloud' network is unacceptable. This includes:

- Any efforts to attempt to gain unlawful and unauthorised access to the network or circumvent any of the security measures established by Central Cloud for this goal;
- Any effort to use Central Cloud' equipment to circumvent the user authentication or security of any host, network or account ("cracking" or "hacking");
- Forging of any TCP-IP packet header (spoofing) or any part of the header information in an email or a newsgroup posting;
- Any effort to breach or attempt to breach the security of another user or attempt to gain access to any other person's computer, software, or data without the knowledge and consent of such person;
- Any activity which threatens to disrupt the service offered by Central Cloud through "denial of service attacks"; flooding of a network, or overloading a service or any unauthorised probes ("scanning" or "nuking") of others' networks;

- Any activity which in any way threatens the security of the network by knowingly posting, transmitting, linking to or otherwise distributing any information or software which contains a virus; Trojan horse; worm, lock, mail bomb, cancelbot or other harmful, destructive or disruptive component.
- Any unauthorised monitoring of data or traffic on the network without Central Cloud' explicit, written consent.
- Any unsolicited mass mailing activity including direct marketing; spam and chain letters for commercial or other purposes, without the consent of the recipients of those mails.

Public Space and Third Party Content and sites

In reading this AUP or in signing a service contract with Central Cloud, you acknowledge that Central Cloud has no power to control the content of the information passing over the Internet and its applications, including e-mail; chatrooms; news groups; or other similar fora, and that Central Cloud cannot be held responsible or liable, directly or indirectly, for any of the abovementioned content, in any way for any loss or damage of any kind incurred as a result of, or in connection with your use of, or reliance on, any such content.

Our services also offer access to numerous third party webpages. You acknowledge that we exercise absolutely no control over such third party content, or sites and in such cases, our network is merely a conduit or means of access and transmission. This includes, but is not limited to, third party content contained on or accessible through the Central Cloud network websites and web pages or sites displayed as search results or contained within a directory of links on the Central Cloud network. It remains your responsibility to review and evaluate any such content, and that any and all risk associated with the use of, or reliance on, such content rests with you.

Access to public Internet spaces, such as bulletin boards, Usenet groups, chat rooms and moderated forums is entirely voluntary and at your own risk.

Central Cloud employees do not moderate any of these services, or your communications, transmissions or use of these services. We do not undertake any responsibility for any content contained therein, or for any breaches of your right to privacy that you may experience as a result of accessing such spaces.

Usenet Newsgroups

The customer is responsible for determining and familiarizing himself or herself with the written policies of a given newsgroup before posting to it.

The customer must comply with these guidelines at all times which can be obtained from other users of the newsgroup upon request, or from the group's administrators/moderators.

The following are prohibited practices with regard to Usenet newsgroups and Company reserves the right to delete and/or cancel posts which violate the following conditions:

1. Excessive cross-posting of the same article to multiple newsgroups.
2. Posting of irrelevant or off-topic material to newsgroups (also known as USENET spam).
3. Posting binaries to a non-binary newsgroup.
4. Posting adverts, solicitations, or any other commercial messages unless the guidelines of the newsgroup in question explicitly permit them.

Unsolicited, Spam and Junk mail

Spam and unsolicited bulk mail are highly problematic practices. They affect the use and enjoyment of services by others and often compromise network security. Central Cloud will take swift and firm action against any user engaging in any of the following unacceptable practices:

1. Sending unsolicited bulk mail for marketing or any other purposes (political, religious or commercial) to people who have not consented to receiving such mail;
2. Operating or maintaining mailing lists without the express permission of all recipients listed;
3. Failing to promptly remove from lists invalid or undeliverable addresses or addresses of unwilling recipients;
4. Using Central Cloud' service to collect responses from unsolicited e-mail sent from accounts on other Internet hosts or e-mail services, that violate this AUP or the AUP of any other Internet service provider;
5. Including Central Cloud' name in the header or by listing an IP address that belongs to Central Cloud in any unsolicited email sent through Central Cloud' network or not;
6. Failure to secure a customer's mail server against public relay as a protection to themselves and the broader Internet community. Public relay occurs when a mail server is accessed by a third party from another domain and utilised to deliver mails, without the authority or consent of the owner of the mail-server. Mail servers that are unsecured against public relay often become abused by unscrupulous operators for spam delivery and upon detection such delivery must be disallowed. Central Cloud reserves the right to examine users' mail servers to confirm that no mails are being sent from the mail server through public relay and the results of such checks can be made available to the user. Central Cloud also reserves the right to examine the mail servers of any users using Central Cloud' mail servers for "smarthosting" (when the user relays its mail via a Central Cloud mail server to a mail server of its own) or similar services at any time to ensure that the servers are properly secured against public relay. All relay checks will be done in strict accordance with Central Cloud' privacy policy.

Spam/virus Filtering

Central Cloud provides a subscription based spam and virus filtering system to protect customers from unsolicited mail and viruses. The customer acknowledges that this system might incorrectly identify a valid message as spam or as a virus and consequently this message might not be delivered to the customer. The customer acknowledges and agrees that Central Cloud shall without limitation have no responsibility for, or liability in respect of any data lost as a result of this system.

Protection of Minors

Central Cloud prohibits customers from using Central Cloud' service to harm or attempt to harm a minor, including, but not limited to, by hosting, possessing, disseminating, distributing or transmitting material that is unlawful, including child pornography.

Privacy and Confidentiality

Central Cloud respects the privacy and confidentiality of our customers and users of our service. Please review our privacy policy which details how we collect and use personal information gathered in the course of operating this service.

User Responsibilities

Customers are responsible for any misuse of Company's services that occurs through the customer's account. It is the customer's responsibility to ensure that unauthorised persons do not gain access to or misuse Central Cloud' service.

Central Cloud urges customers not to reply to unsolicited mail or "spam", not to click on any suggested links provided in the unsolicited mail. Doing so remains the sole responsibility of the customer and Central Cloud cannot be held liable for the Customer being placed on any bulk mailing lists as a result. Here the customer has authorised a minor to use any of the Central Cloud'12 services or access its websites, you accept that as the parent/legal guardian of that minor, you are fully responsible for: the online conduct of such minor; controlling the minor's access to and use of any services or websites; and the consequences of any misuse by the minor, including but not limited to transactions entered into by the minor using such access.

Company cannot be held liable for any business dealings you have with any third parties on the Internet, including any vendors, or advertisers found on, or through, the Central Cloud network. Further, Central Cloud assumes no responsibility whatsoever for any charges you or any user of your account incurs when making purchases or other transactions in this manner. Further, the responsibility for ensuring compliance with all applicable customs and exchange control laws in connection with any such transactions shall be the customer's.

Notice and Take-down Procedures

Central Cloud confirms that it has a procedure in place for the notice and take-down of illegal material. Customers are also notified of the content and procedures of the ISPA Code of Conduct (<http://ispa.org.za/code-of-conduct/request-a-take-down/>) which may be used against any Internet service provider who fails to comply with the code of conduct. We urge you to familiarise yourselves with this code.

Complaints and procedures

It is the customer's responsibility to familiarise himself or herself with the procedure set out below and report any cases of violation of this AUP to Central Cloud' designated complaints handling agent.

Please note that Central Cloud cannot handle complaints concerning networks or users that do not have service contracts with us or our affiliates, or are outside of our control.

In order for Central Cloud to thoroughly investigate the complaint and take appropriate action, all complaints must be in writing, via fax or e-mail and contain as much information as possible, including, but not limited to:

- the origin of abuse or offence, including the website, full mail headers, relevant logfile extracts etc;
- any contact details for the source of the complaint;
- A brief explanation why the incident is considered to be an offence.

Central Cloud discourages anonymous complaints being made via this service, and urges complainants to supply their name and contact details to us. Such information will not be released, except where required by law enforcement. Anonymous complaints will however be acted upon as long as sufficient detail as outlined above is supplied.

Action following breach of the AUP

Upon receipt of a complaint, or having become aware of an incident, Central Cloud may take any of the following steps:

- In the case of a network, inform the user's network administrator of the incident and request the network administrator or network owner to deal address the incident in terms of this AUP and the ISPA Code of Conduct;
- In severe cases suspend access of the user's entire network until abuse can be prevented by appropriate means;

- In the case of individual users, warn the user; suspend the user's account and/or revoke or cancel the user's network access privileges completely;
- In all cases, charge the offending parties for administrative costs as well as for machine and human time lost due to the incident;
- Assist other networks or website administrators in investigating credible suspicions of any activity listed in this AUP;
- Institute civil or criminal proceedings;
- Share information concerning the incident with other Internet access providers, or publish the information, and/or make available the users' details to law enforcement agencies.

Reservation and Non Waiver of Rights

- Central Cloud reserves the right to amend or alter this policy at any time, and without notice to you.
- Central Cloud reserves the right to take action against any individuals, companies or organizations that violate any of the prohibited activities set out herein, or engage in any illegal or unlawful activity while accessing our services, to the fullest extent of the law.
- Central Cloud reserves the right, at its sole discretion, to act against other types of abuse not listed in this document and to investigate or prevent illegal activities being committed over our network.
- Central Cloud reserves the right to monitor user and network traffic for site security purposes and prevent any unauthorised attempts to tamper with our site or cause damage to our property.
- Central Cloud reserves the right to suspend, revoke or cancel Central Cloud' services to the customer/user if the safety and integrity of Central Cloud' resources are placed at risk in continuing to provide service to the subscriber/user.
- Central Cloud reserves the right to remove any information or materials in whole or in part, that, in Central Cloud' sole discretion, is deemed to be offensive, indecent, or otherwise objectionable.
- Central Cloud does not undertake to guarantee the security of any data passing through its networks. Although Central Cloud will provide a "best effort" service, including regular updates on computer viruses and other threats to security of data, it is the responsibility of the communicating parties to safeguard their data, and Central Cloud cannot be held liable for any loss or damage arising as result of the failure to do so.

- Central Cloud does not waive its right to enforcement of this AUP at any time, or prejudice its right to take subsequent action, should Central Cloud fail, neglect or elect not to enforce a breach of the AUP at any time.

ANNEXURE “B”

IaaS Service Level

Cloud Infrastructure as a Service SLA

This Service Schedule for Cloud Infrastructure as a Service (IaaS) Compute Services (the "Service") forms part of the Central Cloud Contract. Words and expressions defined in the General Conditions shall bear the same meanings where used in this Service Schedule. In this Service Schedule the following words and phrases shall have the following meanings unless the context otherwise requires:

Definitions

"Customer" refers to the organization that has signed an agreement ("Agreement") under which it has purchased Central Cloud Services.

"Customer Support" means the services by which Central Cloud may provide assistance to Customer to resolve issues with the Services.

"External Connectivity" is bi-directional network traffic over supported protocols such as UDP and TCP that can be sent and received from a public IP address.

"IaaS Compute Instance" refers to a pre-configured "Virtual Machine", provisioned with, or without an "Operating System"

"Incident" means any set of circumstances resulting in a failure to meet a Service Level.

"Operating System" refers to the licenced copy of an operating system that is supplied with a "Virtual Machine"

"Service" or "Services" refers to the Central Cloud Services, Virtual Machines, and Virtual Network provided to Customer pursuant to the Agreement.

"Service Credit" is the percentage of the monthly service fees for the affected Service that is credited to Customer for a validated Claim.

"Service Level" means standards Central Cloud chooses to adhere to and by which it measures the level of service it provides for each feature as specifically set forth below.

"Template" refers to the configuration specification for a "Virtual Machine".

"Virtual Machine" refers to persistent compute, storage and virtual network types that can be deployed individually or as part of a High Availability set.

"Virtual Network" is a service supported by Central Cloud Services that enables customers to extend their corporate network to the cloud. The Virtual Network service consists of two parts: a VNet and a Virtual Network Gateway.

"Virtual Network Gateway" refers to a Central Cloud service that facilitates cross-premises connectivity between one Virtual Network and one customer on-premises network over IPsec VPN.

“VNet” refers to a virtual private network consisting of a collection of user-defined IP addresses and subnets that form a network boundary within the Central Cloud. VNets support IP addresses as defined in RFC 1918.

Service Overview

This service is a fully managed cloud service where Central Cloud (Pty) Ltd hosts and manages server, storage, network and security IaaS component systems on a common server pool across two Central Cloud data centres.

Standardised IaaS Compute Instances are provisioned as Virtual Machines from Templates.

Templates provide the virtual server, storage and network configuration specification for a Virtual Machine.

Virtual Machines can consist of one or more Virtual Central Processing Unit (VCPU), Random Access Memory (RAM in GB), Storage Area Network (SAN) storage (in GB) and Virtual Network Interface Cards (VNICS).

Virtual Machines may be provisioned with, or without an Operating System, depending on the customer’s choice of licencing regime.

The Service is secured by the Central Cloud Security Operations Centre.

The Services is managed by the Central Cloud Operations Centre for availability, performance and capacity.

Customer Support for the service is provided in-person by the Central Cloud Service Desk, as well as per email on a 24x7 basis

The Service is hosted in South Africa in Central Cloud Tier 3+ High Availability Data Centres.

Access to the Service is via Internet Technologies or via a Virtual Private Network (VPN).

Core Service Components

This service consists of a number of standardised IaaS Compute Instances, also referred to as IaaS Service Plans, where core service components are bundled together. An IaaS Service Plan is a standard template offering that has not been customised for a particular client.

IaaS Service Plans are pre-configured as per the approved Schedule in Annexure E.

Once-off Charges

Once-off charges are levied for the following IaaS Service Plan activities.

- Once-off additional VNIC set-up cost.
- VPN set-up cost (if VPN option required).
- Setup cost for VM's and physical servers (load OS only).

Optional Services

These optional services have been designed to work with Central Cloud IaaS Service Plans and may be included for an additional monthly or once-off (top-up) fee.

- Operating System provisioning and licence management.
- Windows and SQL licences as per Annexure E.
- For IaaS User Plans that support the provisioning of the Windows Server Operating System, licenses are managed, reported on and charged for monthly in arrears under the Central Cloud Service Provider License agreement (SPLA) with Microsoft.
- Public IP addresses included.
- VM Snapshot (chargeable as per Annexure E).
- Additional SAN Storage can be purchased (per GB).
- Additional Network Traffic can be purchased as a top-up (per GB). Please note that there is no carry-over for unused bandwidth to the next month.

Exclusions

The following exclusions apply to Central Cloud IaaS User Plans:

- Set-up and configuration of any applications.
- Licensing of any 3rd party applications.
- Support, management and patching of Operating Systems.
- Active Directory services.
- External (Customer) IP addresses.
- SSL web site certificates.

Acceptable Use Policy

By contracting with us for service, you agree, without limitation or qualification, to be bound by this policy and the terms and conditions it contains, as well as any other additional terms, conditions, rules or policies which are displayed to you in connection with this service/website. The policy is described in Annexure A.

Online Support for the Technical Contact(s)

Central Cloud (Pty) Ltd will provide a delegated provisioning tool, which will enable the client System Administrator(s) (designated Technical Contacts) to provision and manage Virtual Machines, as well as access Dashboard and Reporting Services.

Service Availability

Central Cloud (Pty) Ltd guarantees that the Service will have a 99.5% availability, where Service Availability is measured across all IaaS User Plan components, namely:

Virtual Machines, Servers, Storage and Networking Services, in any Billing Period, provided that:-

- If the Service is unavailable it must be reported by the Client and acknowledged by Central Cloud (Pty) Ltd.
- The period of unavailability will be calculated from when the Client reports the fault, is issued a fault report reference and this has been acknowledged by Central Cloud (Pty) Ltd as a fault on the Service.
- Following investigation and repair Central Cloud (Pty) Ltd will contact the Client to advise that the Service can be accessed. This will be deemed to be the end of the period of unavailability unless the Client does not confirm the fix.

Service Unavailability

Unavailability of the Service means any problem proven to be on the Central Cloud (Pty) Ltd Service for which Central Cloud is responsible, where any of the Virtual Machines, Servers, Storage and Networking Services fails to return a Valid Availability Response for a period of:

- Where the Service is unavailable for more than 4 hours but less than 7.5 hours. (99.0% to 99.5% compliance), Central Cloud (Pty) Ltd shall refund one day's Service Schedule Fees based on the Service Schedule Fees to be invoiced for that Billing Period, for those Authorised Users affected.
- Where the Service is unavailable for more than 7.5 hours but less than 14.5 hours (98.0% to 99.0% compliance), Central Cloud (Pty) Ltd shall refund one week's Service Schedule Fees based on the Service Schedule Fees to be invoiced for that Billing Period, for those Authorised Users affected.
- Where the Service is unavailable for more than 14.5 hours. (less than 98% compliance), Central Cloud (Pty) Ltd shall refund two weeks Service Schedule Fees based on the Service Schedule Fees to be invoiced for that Billing Period, for those Authorised Users affected;
- Provided that Central Cloud (Pty) Ltd' maximum liability in respect of any Billing Period will be two weeks Service Schedule Fees.

Response and restoration times

| SEVERITY | RESPONSE | RESTORATION (B/H) | RESTORATION (A/H) | RESOLUTION |
|---------------------------|-----------------------|--|--|-------------------------------|
| | Telephonic assistance | Restore to fully operational. Can be temporary | Restore to fully operational. Can be temporary | Fault is cleared permanently* |
| Service down | 30 minutes | 4 hours | 4 Hours | 2-5 business days |
| Severe degradation | 30 minutes | 4 hours | 4 hours | 2-5 business days |
| Minor degradation | 60 minutes | Next business day | Next business day | 2-5 business days |
| Query | 2 hours | | | 2-5 business days |

*The time to permanently resolve the problem will depend on the complexity of the issue and the third party vendors and suppliers involved.

Service Charges

The service charges incurred by the client will be one month's Service Schedule Fees.

MICROSOFT LICENSE MOBILITY FORM

Microsoft License Mobility through Software Assurance and RDS User Client Access License - Extended Rights Verification Form

The purpose of this License Verification Form (the "Form") is to verify that the Microsoft Volume Licensing entity identified below is properly licensed for the Microsoft software products to be deployed with the authorized License Mobility through Software Assurance Partner ("Authorized Mobility Partner") identified below. For the purposes of this Form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party that has entered into the volume licensing agreement identified below.

Instructions.

Entity must complete, sign and submit this Form to Microsoft for verification of licenses that are deployed under License Mobility through Software Assurance and RDS User Client Access License (CAL) - Extended Rights under Software Assurance. The asterisks (*) indicate required fields. During license deployment at the Authorized Mobility Partner's facility, entity must:

- a. follow the License Mobility through Software Assurance and/or RDS User CAL Software Assurance - Extended Rights use rights set forth in the Product Use Rights (PUR), available at <http://www.microsoft.com/licensing/about-licensing/product-licensing.aspx>, and
- b. purchase and maintain sufficient license quantities with Software Assurance as required by entity's volume license agreement identified below.

Upon completion of the verification process, Microsoft will return a counter-signed copy of this Form to both entity and its Authorized Mobility Partner. Microsoft's approval of this Form should not be considered validation of entity's compliance with its volume licensing agreement. This Form is valid through the duration of the entity's volume license agreement.

The RDS User CAL - Extended Rights are applicable to RDS User CALs only and not to Windows CALs nor Windows Server. Neither License Mobility through Software Assurance nor RDS User CAL - Extended Rights permit access to or use of Windows Server on third party servers.

When to complete this form.

Entity must submit to Microsoft a Form within ten (10) calendar days of each of the following events:

- a. initial deployment of licensed products under License Mobility through Software Assurance
- b. initial usage of RDS User CALs under the RDS User CAL - Extended Rights
- c. deployment of products under License Mobility through Software Assurance and/or usage of RDS User CALs under RDS User CAL - Extended Rights not previously verified through a Form
- d. deployment of products under License Mobility through Software Assurance and/or usage of RDS User CALs under RDS User CAL - Extended Rights with a different or additional Authorized Mobility Partner
- e. renewal of entity's Software Assurance coverage on products selected for License Mobility through Software Assurance and/or on RDS User CALs used under the RDS User CAL - Extended Rights

ADDITIONAL SERVICES – CLIENT SELECTION

The Client, by inserting its mark(s) against the selected additional services hereunder, agree to procure from Central Cloud the selected additional services, and central Cloud accordingly agree to render the selected services to the Client as per the parameters and rates and/or charges stipulated herein.

| Selection indicated by "X" | Description of selected Additional services | Services delivery components | Period of service required | Number of Units | Rate/Charge per Unit | Total Charges |
|----------------------------|---|------------------------------|----------------------------|-----------------|----------------------|---------------|
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