STANDARD TERMS AND CONDITIONS

Date: 5 March 2022

1. Definitions

- 1.1.Parties

- The parties to this agreement are Qina Systems CC., Registration number 2004/062503/23, of 7 Pelican Pride, Richards Bay, South Africa, hereinafter known as Qina Systems CC, and company listed in the service agreement, hereinafter known as The Customer.

- 1.2.Link

- The link may comprise of a leased line, physical or virtual, using copper or fibre or wireless technology, ICASA approved, that operates in approved spectrum frequencies, or any combination thereof.

- 1.3.Link Provider

- The installation of the link, wired or wireless is done by Qina Systems CC, or another third-party referred to as The Link Provider(s).

- 1.4.Calendar month

- A Calendar month starts on the first day of any given month. For the purpose of giving notice, any notice given to either party after the first day of any month, will be deemed to only become effective on the first day of the following month.

- 1.5.Downtime

- Downtime is defined as the period of time whereby a service provided by Qina Systems CC is unable to transmit data. This is measured by Qina Systems CC' network monitoring software, PRTG, in increments of 5 minutes, 24 hours per day. The service affected includes a host, device, server, cloud, or network link as described in 1.2 above.

- 1.6.Bits and Bytes

- All measurements in this agreement will be abbreviated by a small "b" when referring to bits, and with a capitalised "B" when referring to bytes.

- 1.7.SPAM

- SPAM is considered to be any unsolicited commercial email (UCE) or unsolicited bulk email (UBE) in the mediums of Newsgroups, Fax, and Email.

- 1.8.Speed

- Speed is the theoretical maximum clocked rate of data in one direction, measured in bits per second (bps), or in multiples thereof, such as kilo (x 1,000) (kbps), or Mega (x 1,000,000) (Mbps).

- 1.9.Traffic

- Traffic in this context is the total volume of data that is transferred over a communications line during a given period of time. It is normally measured in Bytes (B), or multiples thereof such as kilo (x 1,000) (kB), or Mega (x 1,000,000) (MB), or Giga (x 1,000,000,000) (GB). Traffic is directionless, unless stated as an "upload" or a "download". A typical stated measurement of traffic would be ie "150 MB bi-directional for month of March".

- 1.10.Bandwidth

- Bandwidth in this context is the ability to move data traffic to and from the Internet or WWW. Bandwidth is derived from the combination of the link's speed and its ability to transfer data traffic.

2. Services

- 2.1.Link contention

- Qina Systems CC will provide Internet Bandwidth to The Customer as described in the service agreement, over contended links. On contended links, the customer will share the bandwidth capacity with a number of other customers, depending on the specified contention ratio. Once bandwidth leaves Qina Systems CC' infrastructure, global contention ratios apply and these are not within the control of Qina Systems CC.

- 2.2. Link Termination Equipment

- Link termination will be handed off to The Customer on Ethernet. A router and cable suitable for fibre, copper or radio will be supplied, configured and connected to The Link at no charge to The Customer for as long as this agreement is in effect. The link terminating equipment will remain the property of Qina Systems CC at all times unless bought outright by The Customer.

- 2.3. Antivirus

- Qina Systems CC has a policy of not carrying any virus-infected mail on their network. Therefore, Anti-virus scanning will be effected on all email for which Qina Systems CC acts as email host, either by accepting the email for forwarding or when relaying email. Anti-virus services are billed to The Customer on a per-domain, per-annum basis, as set out in service agreement where applicable.

- 2.4.Anti-SPAM

- An anti-SPAM and a second anti-virus service will be run on all e-mail destined for the domain(s) of The Customer as defined in service agreement where applicable. By virtually eliminating SPAM before it is sent to The Customer, The Customer will save substantial bandwidth usage on their line(s). The Customer can choose to opt-out for this service.

- 2.5.Third Parties

- The Third Party line or link installation as set out in service agreement where applicable will be re-invoiced to The Customer.

- 2.6.Network Infrastructure

- 2.6.1. Qina Systems CC will connect the service to its network infrastructure via an access router situated at one of our Data Centres or Points of Presence.

- 2.6.2.The access routers are in turn connected to the core infrastructure, located in the same Data Centre.

- 2.6.3.Qina Systems CC will supply a range of a minimum of 8 (eight) live non-portable IP addresses, unless specified, in the form of a subnet. More addresses are available on request.

- 2.7.Maintenance Qina Systems CC will provide support and maintenance on an ad hoc basis at our standard rate of R650 excl. VAT per hour.

- 2.8.Security

- 2.9.1.Qina Systems CC does not provide automatic firewalling to any network connected to a customer.

- 2.9.2.Qina Systems CC strongly advises that a properly configured firewall is installed on the edge of the network, on The Customer's premises.

- 2.9.3.In the event that a DoS attack is detected, or a similar abusive situation occurs, the range of IP addresses where the traffic originates from will be blocked and black-holed. The Customer will be notified accordingly.

- 2.9.4.In the event of The Customer generating attacks or abusive traffic, The Customer's IP address will be blocked or black-holed accordingly until the matter is resolved.

- 2.10.Deployment

- Installation will be effected by Qina Systems CC or by Qina Systems CC' approved personnel liaising with an employee of The Customer, nominated by The Customer. The Customer undertakes to provide full access and any technical/personnel help necessary for the installation and maintenance of the necessary link and equipment, and details of any changes relating to The Customer's designated employee.

- 2.11.Line utilisation by Qina Systems CC

- The line installed at The Customer may be able to provide more bandwidth than specified in the agreement. Qina Systems CC reserves the right to connect other customers to the same line providing that it does not impact the performance and terms of the agreement in any way whatsoever.

- 2.12.Liability

- The customer will be responsible where applicable for insuring any Qina Systems CC equipment on The Customer site against loss or damage from all risks, such insurance to be for an amount equal to the full replacement value of the equipment.

3. Location

- 3.1.Physical The link will be installed at The Customer's premises.

- 3.2.Emergencies Qina Systems CC will provide The Customer with a list of cellular numbers to call in case of emergency access requirements.

4. Pricing

- All pricing in this agreement excludes VAT. Qina Systems CC will issue monthly invoices in advance for the amount as per service agreement. In the event that there is a separate data charge, these charges will be invoiced in arrears on the first day of a new month. Payment will be via monthly stop order, EFT transfer, or via cheque monthly in advance. The payment will be for Internet Bandwidth and supporting services as per service agreement.

- The Customer payment terms payable on the date of invoice, provided that an Qina Systems CC Credit Application form has been duly completed and returned for authorisation to the Qina Systems CC accounts department, and approved by Qina Systems CC.

- Qina Systems CC maintains the right to temporarily suspend services should The Customer fall in arrears with their account. The Customer will be sent a suspension warning letter after 30 (thirty) days, and suspension will take place after the account is in arrears of 30 (thirty) days. Payment will be deemed done when the outstanding amounts reflects in Qina Systems CC' banking account.

- Every possible payment avenue will be sought before the halting of the service takes place, however, once The Customer falls into 60 days credit, the service will be halted and legal action will be taken to recover the remainder of the contract value.

- Set-up Fees

- Any fee in order to fulfil a deployment is set out in the service agreement. The set-up fee will be invoiced on acceptance of these terms and conditions, payment being due within 14 days of the effective delivery date. This charge is not payable in the case of a line upgrade, and is only for the initial installation. In the event that the link is installed but The Customer is not ready to connect its equipment to it, invoicing will start from the date that the circuit is installed. Accounts in default will be charged interest on the outstanding balance on a daily basis, at the prevailing prime lending rate advertised by Qina Systems CC' bank, from the date of invoice until the date of payment. Qina

Systems CC reserves the right to interrupt service to the customer in the event of any default of payment. Such interruption does not relieve The Customer from paying any amount overdue and payable under this clause.

- Increases / Decreases

- Qina Systems CC reserves the right to announce price increases or decreases that will take effect when an agreement is renewed. Qina Systems CC will provide such notices in writing at least 2 (two) months prior to this agreement reaching its expiry date.

5. Agreement Period

- 5.1.Duration

- 5.1.1.This agreement will remain in effect for a minimum period as set out in service agreement, effective from the connection date which is determined as the first registered data flow registered against the service.

- 5.1.2.In the event that this agreement includes a fixed line or wireless service from The Link Provider, this agreement's anniversary will be aligned to coincide with the anniversary date of The Link Provider.

- 5.1.3.The anniversary date will be notified to The Customer after The Link Provider's services have been installed and commissioned.

- 5.2.Renewal

- 5.2.1.The agreement may be renewed by The Customer by giving notice in writing at least three (3) calendar months notice to Qina Systems CC.

- 5.2.2.The minimum renewal period will be twelve (12) months at any time, unless agreed otherwise in writing.

- 5.2.3.The renewal period will commence on the first day after the previous agreement period has expired.

- 5.2.4.During the renewal notice period, price increases or decreases might have to be taken into consideration.

- 5.3.Termination

- 5.3.1.Either party may terminate this agreement.<

- 5.3.2. One (1) calendar months written notice has to be served prior to the existing expiration date of the agreement in place at such a time to either party in order for the termination to be affected.

- 5.3.3.Either party may summarily terminate this agreement should it be found that the parties hereto have not conducted themselves according to the terms and conditions as set out in this agreement.

- **No notice**

- In the event that no notice is given by The Customer, this agreement will be renewed for another one (1) months.

- **Upgrading and Downgrading of Services**

- The Customer may upgrade their agreement to a higher level Qina Systems CC service at any time. This will automatically generate an addendum to the existing agreement to describe the new service without altering the terms and conditions of the existing agreement. The Customer may downgrade their agreement to a lower level Qina Systems CC service, provided that the total contract monetary value is not reduced.

6. Ownership

- 6.1.Hardware

- All hardware related to this agreement, including routers, fibre equipment, converters, rack-mounting kits and related networking equipment, will remain the property of Qina Systems CC at all times. Hardware may not be moved within or removed from The Customer site without prior written agreement between the parties in order to maintain good record keeping.

- 6.2.Software

- All software licensed to The Customer will remain the property of The Customer.

- All software licensed to the hardware will remain the property of Qina Systems CC.

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7. Legal Terms and Conditions

- 7.1.Local and International Law

- Qina Systems CC' services and servers may only be used for lawful purposes. Any use, which violates any local, or international laws, which may apply to Qina Systems CC or The Customer's local jurisdiction, or any jurisdiction that The Customer or The Customer's site may be subject to is strictly prohibited. In particular, the Film and Publications Act of 8 November 1996 has relevance.

- 7.2.General Use

- Where applicable, whilst using a link or a hosted service from Qina Systems CC, The Customer may not:

- 7.2.1.Restrict or inhibit any other user from using and enjoying the Internet.

- 7.2.2.Post or transmit any unlawful, threatening, abusive, libellous, defamatory, obscene, offensive, indecent, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any local, state, federal or international law, including laws protecting intellectual property, copyright, trademark, trade secret, misappropriation and anti-dilution laws.

- 7.2.3.Post, publish, transmit, reproduce or distribute any information or software that contains a virus or other harmful component.

- 7.2.4.Maliciously or intentionally interfere with the proper operation of the servers and network, including but not limited to defeating identification procedures, obtaining access beyond that which The Customer is authorised, and impairing the availability, reliability, or quality of service for other Customers.

- 7.3.SPAM

- None of the equipment connected to the link may be the source, intermediary, or destination address involved in the transmission of SPAM, flames denial of service attaches, mail bombs. Servers

may not be referenced as originator, intermediary, or reply-to address in any of the above. Should The Customer be found to have spammed, then Qina Systems CC reserves the right to immediately, without warning, disable and black-hole Customer's IP address.

- 7.4.Liability

- Under no circumstances shall Qina Systems CC be liable for any direct, indirect, special, punitive, or consequential damages that result in any way from The Customer's use of, or inability to use the service, or for third parties' use of the service to access Customer's Web content, or to access the Internet or any part thereof, or Customer's or any third parties' reliance on or use of information, services, or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance. Qina Systems CC shall however take all reasonable steps to manage the risk of the latter events occurring.

- 7.5.Right to monitor

- Qina Systems CC reserves the right to monitor any and all communications that pass through the server and its associated network.

- 7.6.Regulation of Interception Act (RICA)

- Qina Systems CC requires the information disclosed in the Agreement under Domicilia Citandi Et Executandi as well as the Legal Entity, in order to comply to the requirements as set out in the regulation of Interception of Communications and Provision of Communication-related Information Act 70 of 2002.

- 7.7.Improper Use

- The Qina Systems CC network may only be used for lawful purposes by The Customer at the sites specified in the Registration Form. Transmission of any material through or use of the Qina Systems CC network or any part of it in violation of any SA law or regulations is prohibited. Such transmission will include, but is not limited to, copyright material, material legally judged to be threatening or obscene, and material protected by trade secrets, whether or not The Customer was aware of the

content of the material or the relevant law. Qina Systems CC is bound by the Code of Conduct as stipulated by Internet Service Providers Association (ISPA). For more detail on the Code of Conduct, please visit our website on http://www.Qina Systems CC.co.za and follow the link to ISPA Code of Conduct. The Customer acknowledges that Qina Systems CC is unable to exercise control over the content of the information passing over the Qina Systems CC connection and / or the Qina Systems CC network, and Qina Systems CC hereby excludes all liability of any kind for the transmission or reception of infringing information of whatever nature.The Customer hereby agrees to indemnify and hold Qina Systems CC harmless from any claim brought by third parties alleging that the use of the Qina Systems CC line by The Customer has infringed any intellectual property right of any kind applicable SA or UK or international legislation or regulation. The Customer shall defend and pay all costs, damages, awards, fees, (including legal fees and judgements finally awarded against Qina Systems CC arising from such claims, and shall provide Qina Systems CC with notice of such claims, full authority to defend, awards, fees (including legal fees) and judgements finally against Qina Systems CC arising from such claims, and shall provide Qina Systems CC with notice of such claims, full authority to defend, compromise or settle such claims and reasonable assistance necessary to defend such claims, at The Customer's sole discretion.The Customer that links into the network may use the Qina Systems CC network worldwide and The Customer agrees to conform to the acceptable use policies of such networks. In addition The Customer undertakes to conform to the protocol and standards as defined and published in the relevant RFCs. In the event that the communications by a Customer do not conform to these standards, or if The Customer makes profligate use of the Qina Systems CC network to the detriment of Qina Systems CC or Qina Systems CC Customers, Qina Systems CC reserves the right to restrict passage of that Customer's communications until they give a suitable undertaking as to use the network appropriately.

8. Restrictions on Sub-leasing & Reselling

The Customer in entering into this agreement undertakes that it will not assign, resell, sub-lease or in any other way transfer the Qina Systems CC connection. Contravention of this restriction in any way, whether successful or not, will result in the service being terminated by Qina Systems CC, in which event The Customer will be liable for a termination fee amounting to the balance of agreement fee, with immediate effect.

9. Exclusion of Warranties

Any condition or warranty that might be implied incorporated within this agreement, by reason of statute or common law or otherwise, is hereby expressly excluded so far as may be permitted by law. While Qina Systems CC will use all reasonable endeavours to provide a prompt and continuing service it will not be liable for any costs for any loss of data resulting from delays, non-deliveries, missed deliveries, or service interruptions caused by events beyond the control of Qina Systems CC, or by errors or omissions of The Customer. In no circumstances whatsoever will Qina Systems CC be liable for economic or consequential loss. Qina Systems CC specifically excludes any warranty as to the quality or accuracy of information received the service.

10. Data Protection

Qina Systems CC reserves the right to put names and other information from the registration form relating to its Customers into a computerised directory for the internal use only, unless specific written instructions are received from The Customer.

11. Third Party Network Connection

If The Customer intends to connect their network to other wide area networks, they must inform Qina Systems CC before committing to the other connections.

12. IP Numbers

The Customer will be provided with a subnet of routable IP address/s and will be expected to implement network address translation using a proxy server or firewall where necessary. Further ranges of routable IP addresses will be made available on a justification basis only and has to be negotiated and motivated between Qina Systems CC and The Customer in a separate agreement.Qina Systems CC reserves the right to re-enumerate The Customer's external network should the ranges of IP addresses allocated to Qina Systems CC change.

13. Points of Presence

The Customer agrees that Qina Systems CC may use a fibre node installed at The Customer for the provision of services as a Point of Presence (PoP), in order to further the network reach. This means that further onward links may flow out of the same PoP.

14. Roof Access and Fail-over

The Customer agrees to assist Qina Systems CC in securing the rights with the building's landlord in order to install ICASA-licensed microwave equipment on the roof of the building where The Customer is receiving services from Qina Systems CC. Roof Access may be used to provision an alternate fail-over path to the nearest Qina Systems CC PoP, or may be used to further extend the network reach.

15. Identification

The Customer agrees that, the person or persons legally responsible for the use of these servers and services are at least 18 years of age. The Customer agrees to supply Qina Systems CC with a list of such persons, which includes their current and truthful full names, ID Numbers, certified copies of their ID documents, postal addresses, and telephone numbers for the records of Qina Systems CC, and has a continued obligation to keep this information current. This information is a legal requirement as set out in the Interception and Monitoring Prohibition Act No. 127 of 1992.

16. Acknowledgement

By continuing to maintain any services with Qina Systems CC, The Customer is stating and acknowledging that The Customer has read the aforementioned terms and conditions and that The Customer understands such terms and conditions and agrees to be bound by them.

17. Supersedes Clause

This Agreement supersedes any and all other terms and conditions which are related to the same service offering.

18. Domicilia Citandi Et Executandi

The parties choose as their domicilia citandi et executandi for all purposes under service agreement, whether in respect of court, process, notices or other documents or communications of whatsoever nature (including the exercise of any option). Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only in writing but it shall be competent to give notice by email.Any notice to a party:

- 18.1.1.Sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at its domicilium citandi et executandi shall be deemed to have been received on the same the business day after posting (unless the contrary is proved):18.1.2. Delivered by hand to a responsible person during ordinary business hours at its domicilium citandi et executandi shall be deemed to have been received on the day of delivery; or

- 18.1.3.Sent by email to its chosen email address stipulated in clause 20 shall be deemed to have been received on the day of the delivery as per our mail server logs.

- 18.1.4.Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not set or delivered at its chosen domicilium citandi et executandi.

19. Confidentiality

Both parties undertake to each other that they will use all reasonable endeavours to keep and procure that their directors, employees, agents and sub-contractors shall keep secret all Confidential Information and will not disclose such Confidential Information to any third party.

20. Legal Charges

In the event of Qina Systems CC instructing its attorneys to enforce the agreement for whatever reason then the customer shall be liable for and pay all legal costs ("on an attorney and Customer basis") incurred by Qina Systems CC and including collection commissions

21. The Agreement

The terms and conditions are governed by and shall be construed in accordance with the laws of South Africa. Please sign a copy of this form, indicating your acceptance of Qina Systems CC terms and conditions. Qina Systems CC will return one to you duly signed as confirmation of your application.