



PRODUCT SPECIFIC TERMS – IAAS (Infrastructure-as-a-Service)

This document is concluded under the terms of the Master Services Agreement between CipherWave and the Customer, and these terms and the Master Services Agreement shall be read as one agreement.

Capitalised terms not defined herein have the same meaning as defined in the CipherWave Master Services Agreement.

Unless the Customer has entered into a reseller agreement with CipherWave, resale of the Service is not permitted.

1. Definitions & Interpretation

- 1.1. Capitalised terms not defined in these Product Specific Terms and Conditions shall have the same meaning as defined in the CipherWave General Terms and Conditions;
- 1.2. Unless inconsistent with the context, the words and phrases set out below shall mean as follows:
 - 1.2.1. **"Hosted System"** means a combination of shared hardware and software to which CipherWave provides the Customer access via a network layer.
 - 1.2.2. **"Maintenance"** is as defined in clause 4 below;
 - 1.2.3. **"Personally Identifiable Information" or "PII"** means 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 identification number, passport number or other government issued number, financial account number, date of birth, address, biometric data, mother's maiden name, or other "Personal Data" or "Special Categories of Data" as defined the Protection of Personal Information Act No.4 of 2013;
 - 1.2.4. **"IAAS"** means CipherWave's provision for the Customer's use of the Hosted System described in the Services Description;
 - 1.2.5. **"Support"** means (i) the management of the Hosting Services by a service delivery team that includes a team leader, account manager and support specialists with training and experience in hosted systems; (ii) availability of support restricted to Business Hours as defined in the General Terms and Conditions; (iii) any specific support services described in the Services Description; and (iv) the use of the CipherWave Hosting Customer Portal.

2. Deployment Guarantee

Unless otherwise stated in the Service Order, CipherWave does not guarantee a deployment timeframe but will use reasonable endeavours to configure the Customer's access to Hosted System promptly.

3. Service Description

- 3.1. CipherWave's IAAS is a Public Cloud service, residing on shared infrastructure, that includes Virtual Datacentres (vDC), Virtual Servers, Storage and Network resources.
- 3.2. CipherWave fully manages the Hosted System, keeping the service associated with the Customer's Virtual Servers on the latest security patches and upgrades and ensuring optimum performance.
- 3.3. Unless otherwise stated in the Service Order/Quotation, IaaS services exclude the following.
 - 3.3.1. Application Licensing
 - 3.3.2. Virtual Server Operating System Support
 - 3.3.3. Application Support
 - 3.3.4. Disaster Recovery of Services to a Secondary location (Availability Zone)

4. Maintenance

- 4.1. CipherWave shall be entitled to conduct scheduled Maintenance to the Hosted System and CipherWave Network during a standard maintenance window during Business Hours on Business Days (unless an alternative day/time is notified to the Customer) as necessary.
- 4.2. CipherWave reserves the right to change these maintenance times and days, where necessary, on prior notice to the Customer.
- 4.3. CipherWave reserves the right to perform emergency maintenance without prior notice.

5. Encryption of Personally Identifiable Information

- 5.1. The Customer acknowledges that it is solely responsible for all security measures required in respect of the Hosting Service(s) and CipherWave shall not be held liable for any losses arising out of any security breaches of the Customer's Hosting Service(s).
- 5.2. CipherWave shall not be liable to the Customer for any losses of whatsoever nature arising from malware, ransomware, phishing, vishing, or any similar malicious attack on the Customer and specifically, for the Hosting Services, this includes encrypting any PII transmitted to or from, or stored on, the CipherWave Hosting server(s) or storage devices used by the Customer.

6. Upgrades and Changes

CipherWave may modify/upgrade its Hosted System at any time, without Prior Notice, provided the modification/upgrades does not cause a decline in quality or function of service.

7. Cancellations:

- 7.1. Upon expiration of the Initial Term, the Customer may terminate the Services, or any part thereof, on 1 (one) calendar month's written notice to CipherWave. The second to last business day of the month is the final date for a cancellation notice to qualify as a full calendar month.
- 7.2. The Customer must send a cancellation request to cancellations@cipherwave.co.za.
- 7.3. Customer shall remain liable for any Charges raised by CipherWave against the Customer's account after the Customer has sent CipherWave a cancellation notice that is not processed in the manner set out herein.

8. Backups

- 7.1 Cloud Backups are defined on the Service Order.
- 7.2 Cloud backups primarily reside in the same location as Virtual Datacentres and Virtual Servers, unless specified otherwise in the service order.

9. Unsupported Configuration Elements or Service

If the Customer requests CipherWave to implement a configuration element (hardware or software) or Hosting Service in a manner that is not customary at CipherWave or that is in "end of life" or "end of support" status CipherWave may designate the element or Service as an "Unsupported Service" in the Service Order. CipherWave makes no representation or warranty whatsoever regarding an Unsupported Service and the Customer agrees that CipherWave shall not be liable for any loss or damage arising from the provision of the Unsupported Service. The SLA shall not apply to the Unsupported Service or any other aspect of the Hosting Services that may be adversely affected by the Unsupported Service. The Customer acknowledges that Unsupported Services may not inter-operate with CipherWave's other Services such as back-up or monitoring.

10. Customer Data

- 10.1. The Customer, and not CipherWave, has the sole and exclusive control over the content residing on the Customer's server(s) (the "Customer Content"). The Customer acknowledges that CipherWave is not provided with, either directly or indirectly, and will not seek access to the Customer Content nor shall CipherWave, either directly or indirectly, exercise any control over the Customer Content.
- 10.2. The Customer will not store any illegal information in any storage device allocated to it by CipherWave.
- 10.3. The Customer shall promptly and thoroughly respond to any notices sent to the Customer by CipherWave in respect Customer Content that is believed to violate applicable laws.
- 10.4. Customer acknowledge that CipherWave is obliged to take down Customer's content if a take-down notice as envisaged in the Electronic Communications and Transactions Act is directed at CipherWave. In such events, CipherWave shall have no liability whatsoever to the Customer for acting on such a take-down notice.
- 10.5. Upon termination of a Service Order, CipherWave will disable the relevant Services and remove all associated Customer content, including Customer Data, from the Hosted System.

11. Accuracy of Customer Information

- 11.1. The Customer will provide CipherWave with accurate and up-to-date information when:
 - 11.1.1. Completing the Service Order; and
 - 11.1.2. The Customer contacts CipherWave to report a suspected fault and is asked a standard set of structured questions.
- 11.2. CipherWave shall not be liable for any loss suffered as a result of the Customer's failure to provide accurate information or any relevant facilities which may lead to a delay in service repair.

12. Acceptable Use Policy

Use of the Service shall at all times be subject to the CipherWave AUP, which may be located at <https://CipherWave.co.za/acceptable-use-policy/>.

13. Availability SLA

Availability means the Availability of the Hosted System.

Monthly Availability Percentage for Virtual Datacentres (vDC) and Virtual Servers residing on the Hosted System – 99.99%