

## SERVICE SPECIFIC TERMS VEEAM CLOUD CONNECT

### 1. General conditions

The prerequisite for using the Service is access to the Internet. Internet access is provided by the User independently of the Service, and the mentioned access and data transfer are not subject of these Conditions. Pursuant to the mentioned above, FirstNet is not responsible to the user for possible interruptions or errors in the Internet connection respectively during the transmission of data as well as for any possible damage that occurred or might occur to the user because of such interruption/errors.

### 2. Terms and definitions

For the purpose of these Conditions, each of the below mentioned terms and definitions has the following meaning:

- 2.1 Application is the application "Veeam Backup and Replication" and user has to have it installed within his IT system as a prerequisite for using the system.
- 2.2 User is the business user which concludes a contract with FirstNet for his own business needs.
- 2.3 User data are all data processed in connection with the Cloud Connect Service, and which are directly or indirectly related to the users.
- 2.4 Day means calendar day, unless otherwise is expressly stated in these Conditions.
- 2.5 Veeam Cloud Connect supports either a backup job or a replica job type, the user can either backup virtual machines or replicate virtual machines to the FirstNet data centres.
- 2.6 FirstNet has (3) three cloud connect services located in Johannesburg, Durban and Cape Town, the user must select one or more cloud connect repositories to store their backup or replication jobs, this must be selected when the service is initiated.
  - a) cloudconnect.firstnet.joburg
  - b) cloudconnect.firstnet.durban
  - c) cloudconnect.firstnet.capetown

### 3. The manner of providing Service

- 3.1 In order to use the service, the user must have a functional Veeam Backup and Replication application (hereinafter: Application) and access to the Internet.
- 3.2 Internet Access is provided by the user alone, independently of FirstNet, and the Application either alone or through the use of this Service for such type of users (option for users who do not currently have a commercial Veeam License for the Application).
- 3.3 Service level agreement: The service will be available 99.9% time on an annual basis.

### 4. User support

FirstNet provides user support regarding the Service in the manner and under the conditions defined in these Conditions and their attachments.

- 4.1 Within the scope of the maintenance, FirstNet shall take all reasonable steps to:
  - ensure continuous functionality of the Service,
  - provide telephone assistance in solving problems while using the Service.
- 4.1 In the report of the failure respectively the problem with the function of the Service, it is necessary to state:
  - address and telephone number of the User,
  - the name of the authorized person reporting the failure/ problem,
  - as precise as possible description of the failure/problem.

## **5. Obligations and responsibilities of the User**

- 5.1. In order to avoid any ambiguity, the User shall be solely responsible for any and all acts and/or omissions in connection with the Service, in accordance with the Conditions, FirstNet instructions for the use of the Service, and any other instructions regarding the Service as well as the applicable regulations of the Republic of South Africa.
- 5.2. The User is obligated to provide FirstNet with the correct and complete data required for the use of the Service and for providing user support.
- 5.3. The User is solely responsible for the implementation and enforcement of all necessary measures in order to maintain the confidentiality and security of the username and password assigned to him by FirstNet for the purpose of using the Service, in accordance with the applicable regulations of the Republic of South Africa and these Conditions. If the User suspects or finds out that his username and/or password is compromised, or that the same has been used for unauthorized access and/or use, he is obliged to immediately notify FirstNet.
- 5.4. The User undertakes to use the Service exclusively for his own needs and in a manner that does not jeopardize the functionality and operation of the Service.
- 5.5. The User guarantees to FirstNet that the content that he places on Veeam Cloud Connect based on this Contract shall not include:
  - content that violates applicable regulations of the Republic of South Africa;
  - content that is unethical or immoral (for example, that spreads hatred and intolerance, or contains any form of pornography, etc.);
  - content that contains viruses or similar harmful computer programs;
  - content intended for criminal activities or organizations;
  - content that constitutes as violation of third party rights, including, but not limited to, patents, copyrights and intellectual property rights, programs and instructions on hacking, or invoking illegal activities.
- 5.6. The User is solely responsible for every action and every activity related to personal and other data stored by using the Service.

## **6. Right of use**

- 6.1. FirstNet grants to the user a non-exclusive, timely limited, and non-transferable right of the use of the Service, including all software that the User shall use as part of the Service, solely for his own purposes.
- 6.2. In order to avoid any misunderstanding, the User does not acquire the right of ownership or any other right in respect to the Service and software referred to in the preceding Item of this Article except those rights of use that are explicitly mentioned in these Conditions.
- 6.3. The User is not authorized to modify, adapt, change, translate or create derivative works from the Service and software referred to in the Item 7.1 of this Article, and is not authorized to copy, distribute, install, connect with other software, reverse engineer, decompile or otherwise attempt to obtain source code of the application and/or the described software, develop or make new versions of the application and/or software referred to in the Item 7.1 of this Article, nor distribute, sublicense, or use it in any way other than it is expressly permitted by the preceding paragraph. The Service and software referred to in the Item 7.1 of this Article shall be considered exclusive and irrevocable ownership of FirstNet respectively its licensors on which FirstNet respectively its licensor, lays all the rights including the rights of use, sale, development and customization.

## **7. Guarantee Restrictions**

- 7.1 The Service is provided to the User in final form, according to the principle ("as is") and excludes any guarantee regarding any material or other defects of the Service. Although the Portal and Client's application is constantly updated, tested and maintained, FirstNet cannot guarantee: (i) that during the use of the Service there will not be any errors in the work and (ii) the continuous operation of the Service, and that no eventual malfunctions shall occur. In any case, FirstNet will take all steps to correct the defect/error as soon as possible, as it is described in the description of the user support.
- 7.2 In the event of any defects of the Service, the only legal remedies of the User are related to the request for providing user support, and other legal remedies are explicitly excluded to the fullest extent provided by the law. To the fullest extent provided law, all guarantees with respect to the Service are excluded, written, oral, express, implied, performance guarantees, suitability for use, and similar.

## **8. Updates**

- 8.1 As the part of the Service, updates of Veeam Cloud Connect infrastructure are envisaged in a way that supports new versions of the application at the User. These updates are designed to improve, repair or enhance the Service, and can have the form of bug fixes, enhancements of the functions, new modules or completely new versions.
- 8.2 The updates will take place at regular and extraordinary intervals.

## **9. Specification of the Service**

Veeam Cloud Connect is a cloud service provided by FirstNet in cooperation with Veeam. The Service combines the use of resources of FirstNet's data center and application (Veeam Backup and Replication, hereinafter: Application), located at the User, and intended for Backup and Disaster Recovery. Through this service, FirstNet provides the resources required for Backup and Disaster Recovery, and the User manages those resources to have Backup repository and Disaster Recovery replicas at a remote location. When using Disaster Recovery functionality through the application "full-site failover" or "partial-site failover" is enabled, and with fast performance of the Disaster Recovery procedure it is possible to run the test without interruption in regular production.

To use the service, the User must possess commercial license for the Application. Virtualization platforms VMware vSphere and Microsoft Hyper-V are supported. Prerequisite for using the Service is a connection to the Internet at the User's location. The link between the User's location and FirstNet's location of the data center location takes place over the Internet with SSL encryption.

Full supervision and control is on the User's side via the Application, and the Service allows the User to have a remote repository for his data as one of the most important requirements for business security assessment. Cloud repository functions as any backup repository - with the advantage that is available even if the primary location fails.