

Product Terms and Conditions - Hosted Exchange

1. INTERPRETATION

1.1 Unless the context clearly indicates the contrary, any term defined in the General Terms and Conditions when used herein, shall bear the same meaning as defined in the General Terms and Conditions.

1.2 Unless the context clearly indicates to the contrary, the following words bear the meanings ascribed thereto-

1.2.1 “**Admin Interface**” means a secure on-line interface which will allow a customer to maintain mailboxes and functionality, as this interface may be updated, upgraded and/or amended from time to time by FirstNet;

1.2.2 “**Basic Hosted Exchange**” means the basic hosted exchange package subscribed to by Customer which provides Customer with the minimum Outlook Web Access functionality;

1.2.3 “**Customer Devices**” means any equipment and/or hardware used by Customer to access the Hosted Exchange Services, which includes without limitation desktop, laptop or mobile devices. For the avoidance of doubt, any reference to Customer Devices as set out in clause 6 below shall for the purposes of clause 6, not include mobile devices;

1.2.4 “**Domain Name**” means the domain name that is the subject of the Domain Service, as selected by Customer on the Application Form;

1.2.5 “**Domain Service**” means the services FirstNet renders to Customer in accordance with Customer’s selections, as indicated by Customer in the Application Form under such heading or description;

1.2.6 “**Domain Name Product Terms**” means the terms and conditions applicable to Domain Names Services;

1.2.7 “**Exchange Environment**” means the environment within which multiple mail servers forming part of the FirstNet’s exchange environment are hosted;

1.2.8 “**Hosted Exchange**” means the Services rendered by FirstNet to Customer in accordance with Customer’s selections as indicated by Customer in the Application Form under such heading or description, which Service comprises of

(i) the Hosted Exchange Packages selected by Customer in the Application Form;

(ii) Mailbox; and

(iii) the Shared Space to enable Customer to share his/her/its Mailbox;

1.2.09 “**Hosted Exchange Packages**” means the Basic Hosted Exchange, Standard Hosted Exchange and Standard Plus Hosted Exchange;

1.2.10 “**Mailbox Product Terms**” means the terms and conditions applicable to the provision of the Mailbox to Customer;

1.2.11 “**Microsoft**” means Microsoft Ireland Incorporated;

1.2.12 “**Mobility**” means the ability by Customer to access the Hosted Exchange anywhere at any time through use of a compatible Customer Device limited for these purposes to mobile devices;

1.2.13 “**Organization**” means the holding company with its subsidiaries and shall for these purposes not include Customer’s affiliates and/or associates;

1.2.14 “**Outlook**” (depending on the Hosted Exchange Package selected by Customer in the Application Form), means a personal information manager forming part of the Microsoft Office suite of services, owned by Microsoft which:

(i) includes without limitation e-mail application, calendar, task and contact management, note taking, a journal and web browsing; and

(ii) shall be hosted by FirstNet in its Exchange Environment;

1.2.15 **“Outlook Software”** means the Microsoft Software licensed to FirstNet and sub-licensed to Customer by FirstNet in accordance with the provisions of clause 8 below which licence will be supplied by FirstNet to Customer and installed by Customer on his/her/its Customer Devices in order to enable access to Premium Plus Hosted Exchange;

1.2.16 **“Outlook Web Access”** (depending on the Hosted Exchange Package selected by Customer in the Application Form), means a personal information manager forming part of the Microsoft Office suite of services, owned by Microsoft which:

(i) includes without limitation e-mail application, calendar, task and contact management, note taking, a journal and web browsing;

(ii) shall be hosted by FirstNet in its Exchanged Environment; and

(iii) will be accessed by Customer via web access, when not using Outlook Software and/or Entourage Software but any other browser;

1.2.17 **“Standard Hosted Exchange”** means the standard hosted exchange package selected by Customer in the Application Form which provides Customer with full Outlook Web Access functionality;

1.2.18 **“Standard Plus Hosted Exchange”** means the standard plus hosted exchange package selected by Customer in the Application Form which provides Customer with full Outlook and the Outlook Software;

1.2.19 **“Shared Space”** means the shared outlook allocated to Customer within the Exchange Environment by FirstNet for the hosting of Customer’s Mailbox, which space may be increased by Customer from time to time in writing via FirstNet’s sales division and/or online via the Admin Interface.

2. DURATION

2.1 Either Party may terminate the Hosted Exchange Service at the end of the Initial Period by giving the other Party 1 (one) calendar month’s written notice of termination prior to the end of the Initial Period. Any notice of termination given by Customer during the Initial Period shall only become effective upon the expiry of the Initial Period.

2.2 If neither Party has given notice as contemplated in clause 2.1 above, the Hosted Exchange Service shall endure indefinitely thereafter on the same terms and conditions, provided that either Party shall be entitled to terminate the Hosted Exchange Service on 3 (three) calendar months written notice to the other to that effect.

3. PAYMENT

3.1 Customer shall pay FirstNet the services fees specified in Application Form in accordance with the provisions set out in the General Terms and Conditions.

3.2 The service fees are affected by the Rand and Dollar exchange and as such, FirstNet will be entitled to adjust the service fees at any time should there be a change in the Rand and Dollar exchange.

3.3 Customer allows FirstNet to debit his/her/its account with the applicable service fees for that month and/or to invoice him/her/it with the applicable service fees.

3.4 In the event that Customer wishes to:

(i) purchase further Shared Space;

(ii) increase Mailboxes;

(iii) add another Hosted Exchange Package; and/or

(iv) upgrade to another Hosted Exchange Package as envisaged in clauses 5.13 below, Customer shall perform such actions via FirstNet sales division and/or via the Admin Interface and pay FirstNet the service fees specified in the Admin Interface and/or the Application Form in respect of such actions, in accordance with the provisions of the General Terms and Conditions.

3.5 The purchase of further Shared Space; increase of Mailboxes; additions of another Hosted Exchange Package; and/or upgrade to another Hosted Exchange Package shall be subject to FirstNet’s credit vetting policies and FirstNet’s approval which shall be communicated to Customer by activating the further services applied for by Customer.

4. UNDERTAKINGS

4.1 FirstNet undertakes to use its reasonable endeavours to provide Customer with Hosted Exchange on a 24 (twenty four) hour per day basis on each and every day for the continued duration of the Hosted Exchange Services.

4.2 Although FirstNet uses reasonable care and diligence to ensure that Hosted Exchange is available, accurate, complete, correct, error-free, secure, up-to-date and/or reliable, FirstNet does not warrant, represent or in any way guarantee, either expressly or by implication that the Hosted Exchange is available, accurate, complete, correct, error-free, secure, up-to-date and/or reliable. FirstNet furthermore does not warrant, represent or in any way guarantee, either expressly or by implication the merchantability or fitness for a particular purpose. Hosted Exchange accordingly is rendered "as is" and "as available" and is used at the Customers' own discretion and risk.

4.3 The following circumstances and events may impact upon its use of the Hosted Exchange and these circumstances and/or events are beyond FirstNet's control:

- (i) use of the Hosted Exchange by other customers;
- (ii) limitations upon national and/or international bandwidth capacity;
- (iii) telecommunication service operator failures;
- (iv) telecommunication links failures;
- (v) mobile service operator failures;
- (vi) operating systems;
- (vii) access technology failures;
- (viii) any action, omission and/or failure by Customer and/or his/her/its systems, software, network and/or equipment which has an impact on the Hosted Exchange; and
- (ix) any other action, omission and/or failure not within FirstNet's control which has an impact on the Hosted Exchange.

5. TERMS AND CONDITIONS SPECIFIC TO HOSTED EXCHANGE

5.1 FirstNet will with effect from the activation of the Hosted Exchange Services:

5.1.1 provide Customer with the Shared Outlook Space in the Hosted Environment in accordance with Customer's choices as set out in the Application and/or Admin Interface;

5.1.2 host Customer's Mailbox in the Exchange Environment;

5.1.3 provide Customer with the Customer Identifiers in order to enable Customer to provision his/her/its own Mailboxes including the allocation of the Mailbox size via Hosted Exchange Services;

5.1.4 provide Customer with the ability to set up his/her/its Mailbox/es for Customer in order to enable the sending and receiving of e-mails. Mailbox shall be provided to Customer by FirstNet in accordance with the Mailbox Product Terms which:

- (i) are incorporated herein by reference; and
- (ii) shall be deemed to form part of the Hosted Exchange Services;

5.1.5 provide Customer with the Domain Name:

5.1.5.1 the Domain Name Services shall be provided to Customer by FIRSTNET in accordance with the Domain Name Product Terms which:

- (i) are incorporated herein by reference; and
- (ii) shall be deemed to for part of the Hosted Exchange Services;

5.1.5.2 Domain Name hosted by FirstNet is a prerequisite for the access and/or use of the Hosted Exchange and any termination to the Domain Name Service shall automatically terminate the Hosted Exchange Services.

5.2 FirstNet will for the purposes of providing Hosted Exchange to Customer, only support Outlook 2003, Outlook 2007, Outlook 2010, Entourage 2008 Webservice Edition and Mac Outlook 2011 (latest Service Packs) and not any other editions.

5.3 Customer is allowed by these Product Terms to:

5.3.1 incorporate all the Hosted Exchange Packages and Mailboxes under one Domain Name; and

5.3.2 have multiple Domain Name for its Organizations which shall be used for Hosted Exchange Services and Mailbox Services.

5.4 Internet connectivity is required in order to enable Customer to access and use the Hosted Exchange and Outlook.

5.5 The Customer is responsible for ensuring the uptime of his/her/its Internet connectivity in the event that such Internet connectivity is not provided by FirstNet, and to address all down time including without limitation the unavailability of Internet connectivity with his/her/its Internet services provider.

5.6 The Shared Space will be hosted in the Exchange Environment situated at FirstNet's data centre situated at The Glass House, 309 Umhlanga Rocks Drive, La Lucia Ridge and/or any other place that will be notified to Customer in writing.

5.7 FirstNet undertakes to use its reasonable commercial endeavours to ensure:

5.7.1 availability of the Exchange Environment however, should any of the mail servers in the Exchange Environment be unavailable for any reason whatsoever Customer will not be able to have access to the Hosted Exchange including the Mailbox;

5.7.2 that Exchange Environment remains secure to prevent unauthorised access.

5.8 FirstNet is not responsible for Customer's network infrastructure including the Internet and Customer Devices used by Customer to access the Hosted Exchange Services.

5.9 Customer shall for the duration of the Agreement remain responsible for ensuring that the network infrastructure and the Customer Devices used to access the Hosted Exchange Services are free and/or protected from any immobilizing mechanisms, destructive codes and/or viruses and FirstNet shall therefore under no circumstances be held responsible for any loss or damage should Customer's Mailbox including the data contained therein be corrupted, erased and/or lost.

5.10 Customer shall be responsible for setting up the Customer Devices used to access and use the Hosted Exchange Services and to ensure that the applications contained in such Customer Devices are:

- (i) compatible with the Hosted Exchange; and
- (ii) up-to-date and current.

5.11 Customer shall be responsible for the management of its Mailbox within the Exchange Environment.

5.12 Customer will be allowed to:

- (i) increase the Shared Space;
- (ii) add Mailboxes;
- (iii) add other Hosted Exchange Packages to his/her/its Domain Name; and/or
- (iv) upgrade to another Hosted Exchange Package via FirstNet Business' sales division and/or via the Admin Interface.

5.13 Customer shall only be allowed to:

- (i) downgrade to any of the Hosted Exchange Packages;
- (ii) cancel any of the Hosted Exchange Packages;
- (iii) cancel any of the Domain Names;
- (iv) reduce the Shared Space; and/or
- (v) cancel any Mailbox via FirstNet customer services department and such downgrade and/or cancellation shall be subject to the penalty and/or cancellation fees set out in the General Terms and Conditions.

5.14 Customer shall:

5.14.1 use Hosted Exchange solely for internal purposes and shall not be entitled to directly or indirectly transfer, distribute, re-distribute, copy, transmit, re-transmit, sell, re-sell, lease, rent, lend, licence, sub-licence Hosted Exchange in whole or in part in any manner whatsoever and/or to allow any third party to access, use, transfer, distribute, re-distribute, copy, transmit, re-transmit, sell, re-sell, lease, rent, lend, licence and/or sub-licence Hosted Exchange without FirstNet's written approval; and

5.14.2 ensure that its Organizations use the Hosted Exchange solely for internal purposes and shall not be entitled to directly or indirectly transfer, distribute, re-distribute, copy, transmit, re-transmit, sell, re-sell, lease, rent, lend, licence, sub-licence Hosted Exchange in whole or in part in any manner whatsoever and/or to allow any third party to access, use, transfer, distribute, re-distribute, copy, transmit, re-transmit, sell, re-sell, lease, rent, lend, licence and/or sub-licence Hosted Exchange without FirstNet's written approval.

5.14.3 Customer shall not:

5.14.3.1 circumvent any component and/or process of the Hosted Exchange or cause it to be done in any manner whatsoever;

5.14.3.2 use and/or access Hosted Exchange or cause it to be used and/or accessed in any manner whatsoever by any third party not authorised by FirstNet in terms of these Product Terms;

5.14.3.3 permit any third party to benefit from the use and/or functionality of the Hosted Exchange via timesharing, service bureau or any other arrangement.

5.14.4 FirstNet does not warrant that Customer will always have access to the Hosted Exchange Environment either remotely or otherwise, but will use its reasonable endeavors to ensure that the Hosted Exchange Environment is available for access by Customer.

6. TERMS AND CONDITIONS SPECIFIC TO BASIC HOSTED EXCHANGE (IF SELECTED)

6.1 Customer will as part of the Hosted Exchange Services be provided with:

6.1.1 a Mailbox and Shared Outlook Space selected by Customer in the Application Form; and

6.1.2 access to the Exchange Environment via Outlook Web Access.

6.2 Customer will:

6.2.1 have minimal features of the Outlook Web Access;

6.2.2 be responsible for his/her/its software licences required for the access of the Hosted Exchange and FirstNet will not be responsible for the sourcing, management and/or maintenance of such software licenses; and

6.2.3 apart from the Internet access as contemplated in clause 5.1 above, be responsible for the maintenance of any Customer Devices used to access the Outlook Web Access;

- (i) ensuring that any Customer Devices used to access the Outlook Web Access is secure, up-to-date, current, error-free and free from any viruses;
- (ii) setting up Mailboxes on the Exchange Platform;
- (iii) configuration the Customer Devices to ensure that such Customer Devices are synchronized to Customer's Outlook Web Access and the Exchange Server.

7. TERMS AND CONDITIONS SPECIFIC TO STANDARD HOSTED EXCHANGE (IF SELECTED)

7.1 Customer will as part of the Hosted Exchange Services be provided with:

7.1.1 a Mailbox and Shared Outlook Space selected by Customer in the Application Form; and

7.1.2 access to the Exchange Environment via Outlook Web Access.

7.2 Customer will:

7.2.1 have full features of the Outlook Web Access;

7.2.2 be responsible for his/her/its software licences required for the access of the Hosted Exchange and FirstNet will not be responsible for the sourcing, management and/or maintenance of such software licences; and

7.2.3 apart from the Internet access as contemplated in clause 5.1 above, be responsible for the maintenance of any Customer Devices used to access the Outlook Web Access;

- (i) ensuring that any Customer Devices used to access the Outlook Web Access is secure, up-to-date, current, error-free and free from any viruses;
- (ii) setting up Mailboxes on the Exchange Platform;
- (iii) configuration the Customer Devices to ensure that such Customer Devices are synchronized to Customer's Outlook Web Access and the Exchange Server.

8. TERMS AND CONDITIONS SPECIFIC TO STANDARD PLUS HOSTED EXCHANGE (IF SELECTED)

8.1 Customer will as part of the Hosted Exchange Services be provided with:

8.1.1 a Mailbox and Shared Space selected by Customer in the Application Form;

8.1.2 the Outlook Software which Customer will install on its Customer Devices;

8.1.3 access the Exchange Environment via Outlook Web Access.

8.2 FirstNet will provide Customer with the Standard Plus Hosted Exchange subject to the Outlook Software end user terms and conditions and Use Rules and Security Policies which are incorporated herein by reference.

8.3 Outlook Software is required for each Mailbox.

8.4 Customer including any of its users will always be compelled to comply with the Microsoft end user terms and conditions and Use Rules and Security Policies.

8.5 Apart from the Internet access as contemplated in clause 5.1 above, Customer shall be responsible for the maintenance of any Customer Devices used to access the Outlook Web Access and/or into which Outlook Software will be installed;

(i) ensuring that any Customer Devices used to access the Outlook Web Access and/or to which the Outlook Software will be installed is secure, up-to-date, current, error-free and free from any viruses;

(ii) setting up Mailboxes on the Exchange Platform;

(iii) configuration the Customer Devices to ensure that such Customer Devices are synchronized to Customer's Outlook Web Access, Outlook Software and the Exchange Server.

8.6 The Outlook Software is never owned by Customer, but licensed on a monthly basis for the duration of the Hosted Exchange Services through an arrangement that Microsoft has with FirstNet. Customer furthermore agrees to be bound by the end user terms and conditions related to such Outlook Software.

8.7 FirstNet will not be responsible for the Outlook Software and/or Entourage Software including any other software installed in the Customer Devices either by Customer or third party service providers and/or the licensing thereof.

8.8 In addition to any other rights FirstNet may have in terms of the Agreement and in law and without limiting such rights, Customer indemnifies FirstNet against any charges, damages, losses, expenses and/or claims of whatever nature incurred, levied by or against FirstNet, caused by the action or omission of Customer in any manner whatsoever to comply with Outlook Software and/or the terms set out herein.

8.9 Compliance with the Outlook Software and/or Entourage Software licence requirement including the end-user terms and conditions and the Hosted Exchange Product Terms is required to:

(i) access and/or use Hosted Exchange; and

(ii) continue using Hosted Exchange and/or the Outlook Software.

8.10 The Customer will install the Outlook Software in the Customer Devices.

8.11 The installation, access and/or use of the Outlook Software and/or Entourage Software is done entirely at Customer's own discretion and risk and as such, Customer will be fully responsible for any damage to his/her/its network infrastructure, Customer Devices and/or loss of data resulting from the installation, access and/or use of the Outlook Software.

8.12 The downloading and/or installation of the Outlook Software may cause other utilities to be automatically removed or disabled and Customer shall therefore bear all risk of loss, damage and/or expense associated with the removal of such utilities.

8.13 No advice and/or information either written or verbal received by Customer from FirstNet, its employees and/or its duly authorized agents regarding the Outlook Software shall constitute any form of warranty and/or guarantee on the part of FirstNet in respect of the Outlook Software.

8.14 FirstNet shall not be held liable to Customer and/or any third party for any loss, damage or expense suffered by Customer as a result of the installation, access and/or use of the Outlook Software and/or down time or unavailability of Customer's Internet connectivity, including without limitation, any direct, indirect, special, incidental, consequential or punitive damages, loss of data, loss of potential business or profits whether FirstNet expressly advised Customer of the possibility of such loss or damage resulting from the installation, access and/or use of the Outlook Software by Customer and/or down time or unavailability of Customer's Internet connectivity.

8.15 FirstNet shall further not be held liable for:

8.15.1 any malfunction or other failure of the Outlook Software for whatever reason;

8.15.2 any loss or damage with regard to the data or other data directly or indirectly caused by computer viruses or destructive code on the Outlook Software or on the FirstNet Business' network infrastructure or negligence on our part; and/or

8.15.3 any event over which it has no direct control.