

# **AFRICAN LOCAL PUBLIC CLOUD AGREEMENT**

Terms and Conditions

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**WHEREAS** the Customer requires the Service Provider to provide the Service(s) as selected and set out on the online portal and or as set out in this Agreement;

**AND WHEREAS** the Service Provider will provide the Service(s) subject to the General Terms and Conditions for the Provision of Goods and Services as published on the Service Provider's corporate website <https://www.bcx.co.za/terms-and-conditions/>, and the terms and conditions as set out hereunder;

**NOW THEREFORE**, the Parties agree as follows:

## 1 PROVISION OF SERVICE

- 1.1 The Customer accepts the terms and conditions set out in the General Terms and Conditions for the Provision of Goods and Services by signing this Agreement. If there is any conflict between the General Terms and Conditions and the terms and conditions as set out in this Agreement, the terms and conditions of this Agreement shall prevail. These terms and conditions apply to all of the Service Provider's customers and are not generally open to negotiation for reasons of consistency.
- 1.2 The Service Provider hereby undertakes to install, provide and maintain the Service(s) as set out in this Agreement and Annexures attached hereto.
- 1.3 This Agreement allows for the Customer to order Service(s) concurrently with the conclusion of this Agreement and to continue to order additional Services as described in the Agreement after the Effective Date. All Services ordered by the Customer will follow the Change Request Procedure (refer to Annexure A). Services ordered after the Effective Date will be regarded as incorporated into this Agreement with each duly signed Change Request Form (Annexure A) and that is referenced to this Agreement.

## 2 DEFINITIONS

In this Agreement the following words will have the meaning as defined below:

- 2.1 "**Acceptance Testing**" means a test carried out by the Customer to determine whether the relevant deliverables meet the acceptance criteria, which should be concluded by the Customer within five (5) Business Days from installation of the Service by the Service Provider. If neither Party raises an issue related to the installation within (5) Business Days from the date of installation, the Service(s) will be deemed as successfully Commissioned;
- 2.2 "**Actual Uptime**" means Scheduled Uptime minus Scheduled Downtime, and contractual downtime during the applicable Service Cover Period, related to the Services;
- 2.3 "**Agreement**" means this Agreement with its Annexures and any subsequent Change Request Form(s) documented and signed by both Parties;
- 2.4 "**Business Day(s)**" means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
- 2.5 "**Change Request (CR)**" means a request by the Customer for the provision of additional Service(s) in terms of this Agreement, or a request for certain changes to existing Service(s), which request may include but is not limited to a request to transfer a Service to a Site which is different from that indicated in this Agreement;
- 2.6 "**Cleared While Localizing (CWL)**" means the Service Provider will declare a reported Incident Cleared While Localizing if the faulty Service has been proven unavailable but restores whilst the Service Provider is busy localizing the cause;
- 2.7 "**Commissioning**" or "**Commission**" or "**Commissioned**" means that the Service(s), the solution and/or any element thereof have been installed and are available for use by the Customer and "Commissioned" shall have a corresponding meaning;

- 2.8 “**Configuration Item**” means any component or other service asset that needs to be managed in order to deliver an IT service. Information about each configuration item is recorded in a configuration record within the configuration management system and is maintained throughout its lifecycle by service asset and configuration management. Configuration items are under the control of change management. In case of ALP Cloud, it includes all hardware, software and buildings in scope of the ALP Cloud Service Definition;
- 2.9 “**Customer Premises Equipment (CPE)**” means an item of equipment that does not form part of the Services provided by the Service Provider, but is connected, or is intended to be connected, to the Services and by means of which data is initially transmitted or ultimately received;
- 2.10 “**Deferred Time**” means all time periods including allowances and exclusions that are excluded for the purposes of measuring Service Level performance;
- 2.11 “**Downgrade**” means the downward change (decrease) in the bandwidth (speed) of an existing Service(s);
- 2.12 “**Effective Date**” means the signature date of the Party signing last in time;
- 2.13 “**Emergency Changes**” means break-fixes of critical Incidents which will adversely impact the Services should the implementation not be done immediately;
- 2.14 “**Equipment**” means the equipment supplied by the Service Provider as part of the Services as is more fully set out in Annexure D attached hereto, which excludes the Customer Premises Equipment;
- 2.15 “**Hosted Environment**” the hosted environment is identified for the purposes of maintenance. The hosted environment refers to floor space, cabinet space, suitable power, air conditioning, physical security and fire protection;
- 2.16 “**Hypervisor**” means a hypervisor or virtual machine monitor (VMM) is a piece of computer software, firmware or hardware that creates and runs virtual machines;
- 2.17 “**Incident**” means an incident of which the cause of such incident is within the control of the Service Provider and which is directly related to the Services provided;
- 2.18 “**Infrastructure-as-a-Service**” The capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, and deployed applications;
- 2.19 “**Priority 1**” Critical impact where total Service unavailability - Failures which result in no service being available. This priority indicates a high priority incident with serious impact on the Customer’s business affecting all users. This is used to highlight incidents requiring immediate attention as in an emergency. All incidents registered at this priority level are urgent and must take precedence over all others. It is used sparingly and could match one of the following criteria:
- 2.19.1 Service completely unavailable and affecting all users.
- 2.19.2 Only production systems (excluding of development and quality assurance systems) may be assigned a P1 priority level.
- 2.20 “**Priority 2**” Significant impact where partial Service is unavailable - Failures affecting the Service at the Data Centre(s) where the Service is functional, however impacts the majority of users but not all users. This priority level is used to identify Incidents which impacts the business in a significant way but does not render the Service completely unavailable. If an incident is logged at this priority level it will be attended to as soon as possible. This priority level is used in the following cases:

- 2.20.1 Medium high business impacting Incidents affecting multiple locations or majority of users.
- 2.20.2 Multiple Customers impacted during Business Hours.
- 2.20.3 Only production systems (excluding of development and quality assurance systems) may be assigned a P2 priority level.
- 2.21 **“Priority 3”** Medium impact where numerous users experiencing Service unavailability or degradation to the point of non-functionality. The priority level is used in the following cases:
  - 2.21.1 Medium business impacting Incidents affecting numerous users.
  - 2.21.2 Slow response experienced by numerous users.
- 2.22 **“Priority 4”** Minor to no Business Impact. This priority level is used to identify any incident which has minor or minimal business impact. This priority level is used in the following cases:
  - 2.22.1 Non-business impacting Incidents.
  - 2.22.2 Negligible or low numbers of users impacted.
- 2.23 **“Professional Services”** means the consultation-based services other than the Service(s) forming part of this Agreement;
- 2.24 **“Reporting Period”** means one (1) month commencing on the first (1st) of every month;
- 2.25 **“Right When Tested (RWT)”** means the Service Provider will declare a reported incident “right when tested” if no trace of a fault could be identified;
- 2.26 **“Sales Representative”** refers to the Service Provider resource that is responsible for all aspects of the Customer relationship;
- 2.27 **“Scheduled Uptime”** means all hours during a measured month, minus any Scheduled Downtime;
- 2.28 **“Service Cover Period (SCP)”** means the period during the day that the SLA will apply to the Services;
- 2.29 **“Service Desk”** means the Service Provider’s Incident reporting and technical assistance centre;
- 2.30 **“Service Levels”** means, where applicable, the performance standards that the Service Provider will meet whilst delivering the Services as set out in Annexure C;
- 2.31 **“Settling-in Period”** means a period of thirty (30) days from the Service commencement date, or thirty (30) days from the commencement date of each new deployment done in terms of this Service Schedule;
- 2.32 **“Tier 1 Support”** Customer basic help or service desk;
- 2.33 **“Tier 2 Support”** Service Provider technical support;
- 2.34 **“Tier 3 Support”** High level escalated support;
- 2.35 **“Upgrade”** means the upward change (increase) in the bandwidth (speed) of an existing Service(s).

### 3 TERM

- 3.1 This Agreement takes effect on the Effective Date and shall continue indefinitely or until all Service(s) ordered in terms of this Agreement or any subsequent Change Request have terminated in

accordance with the terms and conditions as set out in this Agreement.

- 3.2 The Initial Period for any Service(s) ordered in terms of this Agreement shall be <<DurationInWords>> <<ContractDuration>> months, and any Service ordered by means of a subsequent Change Request shall be for the Initial Period indicated therein, calculated from the relevant Commencement Date. On expiry of the relevant Initial Period, the Service(s) will automatically be renewed for one (1) year periods, or such other period as may be agreed between the Parties in writing ("Renewal Period") on the same terms and conditions as provided for under this Agreement except for the adjustment of the charges associated with a Renewal Period, or such other period agreed between the Parties in writing. Any Service(s) provided during a Renewal Period as envisaged in terms of this clause, may be terminated by either Party by giving three (3) months written notice to the other Party.
- 3.3 In the event of the Agreement being terminated while there are still Service(s) of which the Initial Period or any Renewal Period has not expired, the Parties will continue to give effect to such Service(s) then still in force, until expiry of such Initial Period or Renewal Period, as if the Agreement was still in force.
- 3.4 Where Services are subject to the PFMA/MFMA and Letter of Award (LoA), the LoA and PFMA/MFMA terms and conditions will take precedence. It is therefore important to note that the information related to awarded term and value in the LoA is key to the operational relationship and may restrict the Parties from adding sites and changing the scope of the Agreement.

#### **4 AGREEMENT DOCUMENTS**

- 4.1 The following appendices form part of this Agreement:

Annexure A: Change Request Form(s);

Annexure B: Description of Service(s);

Annexure C: Service Levels;

Annexure D: Charges.

- 4.2 In the event of any ambiguity, the following order of precedence shall apply:

This Agreement;

The Annexures D, A, C and then B;

The General Terms and Conditions.

#### **5 CONDITIONS**

- 5.1 The Customer understands and accepts that the provisioning of the Service(s) shall be subject to the provisions of the Service Provider's General Terms and Conditions, as amended from time to time. If there is any conflict between the General Terms and Conditions and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.
- 5.2 The Service Provider shall not be liable for any loss or damage arising from a delay in providing or repairing the Service(s) or the total or partial interruption of the Service(s), except as is set out in Annexure C and the Service Provider's General Terms and Conditions.

#### **6 CHARGES**

- 6.1 The Charges for the Services to be provided hereunder are set forth in Annexure D. All charges shall be subject to adjustments from time to time as determined by the Service Provider, but usually on an annual basis. The rental associated with the term commitment will apply for the Initial Period only.

Thereafter the standard prescribed rental applicable to a month-to-month term agreement will be payable. The charges for the Services provided in terms of this Agreement, where applicable, will be adjusted on the first (1st) of January of each year, based on the last published Consumer Price Index report from Statistics South Africa, excluding that portion of the rates which represents electricity, such portion to increase directly in proportion to the electricity tariff increase which the Service Provider may incur from time to time.

- 6.2 The Parties agree that the Service Provider will commence invoicing of the Service(s) upon Commissioning of the Service(s).
- 6.3 The charges do not include any access links between the Customer and the Service Provider's Data Centre.

## 7 CHANGE REQUEST

- 7.1 The Customer may, by means of Annexure A, (i) request changes to existing Service(s) or (ii) request additional Service(s). Such a Change Request shall be subject to the Service Provider's approval and the Customer's acceptance of the associated charges. If approved, such a change will be incorporated into this Agreement by means of a duly signed Annexure A. The relevant Annexures to this Agreement will be regarded as updated to reflect such changes incorporated as a result of such duly signed Annexure A, including without limitation Annexure C and Annexure D.
- 7.2 Amendments to the content of this Agreement or any subsequently signed Annexure A, which alters any Initial Period, terms and conditions and impacts the nature or scope of the Service(s) provided, may not be amended by means of the Change Request Process. Such changes shall be executed by way of an addendum signed by authorised signatories of both Parties.

## 8 SERVICE PERFORMANCE

The Service Level annexure attached hereto as Annexure C sets out the agreed service performance standards and measurement criteria applicable to the Service(s) covered under this Agreement.

## 9 BANKING DETAILS

- 9.1 The charges shall be payable to the Service Provider by the Customer at the Service Provider's bankers, free of exchange, set-off and any other deduction, and payment shall not be deemed affected until the funds have been cleared to and received by the Service Provider's bankers whose details are as follows:

The Service Provider:

Name: Business Connexion (Pty) Ltd

Bank: Absa Bank

A/C No. 4054387676

Branch Code: 632005

## 10 DOMICILIUM CITANDI ET EXECUTANDI

The Parties hereby accept their addresses as fully set out below, as their *domicilium citandi et executandi* for all matters in connection with this Agreement and for the service of any legal processes. Either of the Parties may change its address provided that the Party doing so gives fourteen (14) days written notice to the other Party prior to such change.

- 10.1 The Service Provider:

BCX Building, 1021 Lenchen Avenue North, Centurion, 0157

Attention: Legal Services

E-mail: legalservices@telkom.co.za and legaladmin@bcx.co.za

10.2 The Customer:

<<PhysicalAddress>>

For attention: <<ContactPerson>>

E-mail: <<EmailAddress>>

**11 SIGNATURE AND COUNTERPARTS**

Any legal document, including the Agreement, that requires signature of the Parties may be executed in counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same agreement. A counterpart of this Agreement in scanned form shall be conclusive evidence of the original signature and shall be as effective in law as the counterparts in original form showing the original signatures. For the purposes of this clause, "original signature" shall mean a signature executed by hand on paper containing the document or digital and/or electronic signature applied to the document by the signatory.

**12 ENTIRE AGREEMENT**

This Agreement and the Annexures hereto constitutes the entire Agreement between the Parties and supersedes any prior written, oral agreement or understanding with respect to the subject matter hereof. No interpretation, amendment or change to this Agreement will be effective unless made in writing and signed by both Parties.



**ANNEXURE A**

**CHANGE REQUEST FORM**

This Change Request (CR) shall be subject to the terms and conditions as set out in the Agreement, as listed below. The Change Request allows for operational flexibility such as changes in bandwidth, licences or adding Sites during the agreed term. Such flexibility will at all times be subject to the terms associated with the Agreement or the relevant Letter of Award (LoA) in compliance with the PFMA/MFMA (where related to the Public Sector) with specific reference to the LoA value and term.

The Initial Period or contracted term may not be amended by means of a Change Request. Any such amendments shall come into effect by means of a duly signed addendum to the Agreement, following the Service Provider's Contract Management process.

<b>Customer Name:</b>	<<CustomerName: >>
<b>Initial Agreement Name:</b>	<<ContractName: >>
<b>Initial Agreement Opportunity Number:</b>	<<SalesforceOPP: >> <<SalesforceCMN: >>
<b>Initial Agreement Signature Date:</b>	

Change Request Details:

<b>Change Request Name</b>		<b>E-mail address</b>	
<b>Change Requester</b>		<b>Office Number</b>	
<b>Change Number</b>		<b>Mobile Number</b>	
<b>Date Logged</b>		<b>Status</b>	

<b>Opportunity Number:</b>	
<b>Initial Period</b> (Term of this CR):	
<b>CR Commencement Date:</b>	

<b>Priority (1-High, 2-Medium, 3-Low)</b>	
<b>Order Summary</b> – Description of the change to be implemented	
<b>Impact During Change</b>	
<b>Impact After Change</b>	
<b>Risk Description</b> – Will this change put any other equipment (internal or external to the Service Provider) at risk (i.e. Change in power supply or footprint)	
<b>Configuration Items</b> – Specification of all equipment involved (i.e. Hostname, Make, Model, Serial Number, CPU, Memory and Hard Drive Specification)	
<b>Business Reason</b>	
<b>Change Implementation Description</b>	

<b>Planned <u>start</u> date and time of change</b>	
<b>Planned <u>end</u> date and time of change</b>	

- 1) The Parties shall complete a new Charges Annexure, setting out the Service requirements. The Charges Annexure should be attached to and form part of the signed Change Request Form.
- 2) Should this Change Request be approved by the Service Provider, the Change will be incorporated into the Agreement and the billing will be amended according to the provisions of the Agreement.
- 3) Invoicing of the Services will commence once the Service has been Commissioned and will continue to be billed for the Initial Period. In the case of recovery, invoicing of the Services will be ceased.

	<b>Change Request Accepted by Customer</b>	<b>Change Requested Accepted by Service Provider</b>
<b>Signed</b>		
<b>Signatory Name</b>		
<b>Designation</b>		
<b>Date</b>		

**ANNEXURE B****DESCRIPTION OF SERVICE(S)****1. SERVICE OVERVIEW**

- 1.1. African Local Public Cloud (ALP Cloud) is the provisioning of computing resources in a virtualised environment, offering scalability for more demanding applications.
- 1.2. The ALP Cloud Service comprise of a computing capability, which serves as a processing infrastructure for the Customer's business applications, comprising of:
  - 1.2.1. Data Centre Hosted Environment of the hardware platform and all infrastructure components in accordance with the Service Provider's Data Centre standards;
  - 1.2.2. Computing infrastructure, inclusive of storage, backups and replication;
  - 1.2.3. Security Services comprising of perimeter security, intrusion prevention detection;
  - 1.2.4. Connectivity associated to communications between servers, including routers and switches within the Data Centre;
  - 1.2.5. Physical hardware;
  - 1.2.6. Hypervisor Software; and
  - 1.2.7. Operating Systems (OS) licenses included for Microsoft and Open Source Linux-based systems.

**2. SERVICE DESCRIPTION**

- 2.1. The ALP Cloud Service is a public cloud offering, hosted in multiple data centre locations:
  - a) New Road Data Centre Midrand
  - b) Isando Data Centre
  - c) Or such other availability zone offered by the cloud provider and selected by the Customer
- 2.2. The Parties record that the Service Provider is entitled in its sole and exclusive discretion to determine which of its ALP Cloud centres it will utilize to provide the ALP Cloud Service. The Service Provider's choice of ALP Cloud centre does not impact on its contractual obligations contained herein, apart from associated access services which may be affected. Furthermore, the Service Provider's choice of ALP Cloud centre or change in respect of such ALP Cloud centre or its location during the term of this Agreement will not provide grounds for cancellation of this Agreement.
- 2.3. ALP Cloud is the provisioning of computing resources offering scalability for more demanding applications.
- 2.4. The cloud delivery model is Infrastructure-as-a-Service (IaaS) and the cloud deployment model is public cloud.
- 2.5. A virtual Data Centre will be deployed for every Customer that will include a pool of compute, storage and network resources.
- 2.6. The Service Provider cannot guarantee capacity requirements can be adhered to as needs and capacity may fluctuate.
- 2.7. The following Services are offered:

Product Family	Product Category	Product	Product Overview
IaaS	Compute	Elastic Compute Services (ECS)	<p>Elastic Compute Service (ECS) is a computing service that features elastic processing capabilities. Compared with physical servers, ECS instances are more user-friendly and can be managed more efficiently. You can create instances, resize disks, and add or release any number of ECS instances at any time based on your business needs.</p> <p>An ECS instance is a virtual computing environment that contains the most basic components of computers such as the CPU, memory, and storage. Users perform operations on ECS instances. Instances are core components of ECS, and operations can be performed on instances through the ECS console. Other resources, such as block storage, images, and snapshots, can only be used after they are integrated with ECS instances.</p>
		Container Services:  Alibaba Container Registry (ACR)	<p>Alibaba Container Registry (ACR) is a platform that allows you to manage and distribute cloud-native artifacts in a secure and efficient manner. Cloud-native artifacts include container images and Helm charts that meet the standards of Open Container Initiative (OCI).</p> <p>Container Registry provides the following features: image permission management, synchronous image distribution, and content signing. The features allow you to manage the entire lifecycle of container images and simplify the setup and O&amp;M of container registry.</p> <p>Container Registry is integrated with Container Service for Kubernetes (ACK) to easily create and deliver a one-stop solution for cloud-native applications.</p>
		Container Services:  Alibaba Container Services for Kubernetes (ACK)	<p>Container Service (ACK) provides high-performance, scalable, and enterprise-class management services for Kubernetes containerized applications throughout the application lifecycle.</p> <p>Container Service simplifies the deployment and scale-out operations of Kubernetes clusters and integrates ALP Cloud capabilities of virtualization, storage, networking, and security. Based on these capabilities, Container Service provides an ideal runtime environment for Kubernetes-based containerized applications. Alibaba Cloud is a Kubernetes Certified Service Provider (KCSP).</p>
		Auto Scaling	<p>Auto Scaling automatically adjusts your elastic computing resources based on your business requirements, and policies that you define.</p> <p>When demand for services spikes, Auto Scaling automatically scales out Elastic Compute Service (ECS) instances based on your configurations to maintain sufficient computing resources. When demand for services drops, Auto Scaling automatically scales in ECS instances to save costs.</p>

Product Family	Product Category	Product	Product Overview
			<p>Auto Scaling provides the following features: Horizontal Scaling (Scale-out and Scale-in of ECS resources); and Elastic Recovery of instances that have failed. Auto Scaling does not provide Vertical (Scale-Up/Scale Down) capability.</p>
		Resource Orchestration Service (ROS)	<p>Resource Orchestration Service (ROS) is a service provided by Apsara Stack to simplify the management of cloud computing resources. You can author a stack template based on the template specifications defined in ROS. In the template, you can define required cloud computing resources, such as Elastic Compute Service (ECS) and ApsaraDB RDS instances, and the dependencies between resources. The ROS engine automatically creates and configures all resources in a stack based on the template. This helps achieve automatic deployment and O&amp;M.</p> <p>An ROS template is a readable, easy-to-author text file. You can directly edit a JSON template or use version control tools, such as Apache Subversion (SVN) and Git, to manage the template and infrastructure versions. You can call APIs and use SDKs to integrate the orchestration capabilities of ROS with your applications to implement Infrastructure as Code (IaC).</p>
	Storage	Elastic Block Storage (EBS)	<p>Block storage provides Elastic Block Storage (EBS) devices based on a distributed storage architecture. EBS is a persistent random block storage service with low latency and high reliability and is designed for Elastic Compute Service (ECS).</p> <p>The EBS console provides an all-in-one, cloud-based management solution for EBS. You can use the EBS console to manage enterprise-level features and other features such as storage resource management, monitoring, performance analysis, disaster recovery, and alerting. As a centralized service platform for the entire EBS infrastructure, the EBS console informs you of resources in the cloud to best support business and optimize costs by analyzing long-term data trends.</p>
		Object Storage Service (OSS)	<p>Object Storage Service (OSS) is a secure, cost-effective, and highly reliable cloud storage service provided by ALP Cloud.</p> <p>Compared with user-created server storage, OSS has outstanding advantages in reliability, security, cost-effectiveness, and data processing capabilities. OSS enables you to store and retrieve a variety of unstructured data objects, such as text, images, audios, and videos over networks anytime.</p>

Product Family	Product Category	Product	Product Overview
			<p>OSS is an object storage service based on key-value pairs. Files uploaded to OSS are stored as objects in buckets. You can obtain the content of an object based on the object key.</p>
	Network	<p>Virtual Private Cloud (VPC)</p>	<p>A virtual private cloud (VPC) is a private network in the cloud. You can configure the CIDR block, route tables, and gateways of your VPC. You can use ALP Cloud services in a VPC, such as Elastic Compute Service (ECS), Server Load Balancer (SLB), and ApsaraDB RDS.</p> <p>You can connect your VPC to other VPCs or on-premises networks to create a custom network environment. This way, you can migrate applications to the cloud and extend data centres.</p>
		<p>Elastic IP (EIP)</p>	<p>An elastic IP address (EIP) is a public IP address that you can purchase and use as an independent resource. You can associate an EIP with an Elastic Compute Service (ECS) instance, an internet-facing Server Load Balancer (SLB) instance, or a secondary elastic network interface (ENI) deployed in a virtual private cloud (VPC). You can also associate an EIP with a NAT gateway or a high-availability virtual IP address (HAVIP).</p> <p>An EIP is a NAT IP address provisioned in the Internet-facing gateway of ALP Cloud and is mapped to the associated cloud resource by using NAT. After an EIP is associated with a cloud resource, the cloud resource can use the EIP to communicate with the Internet.</p>
		<p>Server Load Balancer (SLB)</p>	<p>Server Load Balancer (SLB) distributes inbound network traffic across multiple Elastic Compute Service (ECS) instances that function as backend servers based on forwarding rules. You can use SLB to improve the responsiveness and availability of your applications.</p> <p>After you attach ECS instances that are deployed in the same region to an SLB instance, SLB uses virtual IP addresses (VIPs) to virtualize these ECS instances into backend servers in a high-performance server pool that ensures high availability. Client requests are distributed to the ECS instances based on forwarding rules.</p> <p>SLB checks the health status of the ECS instances and automatically removes unhealthy ones from the server pool to eliminate single points of failure (SPOFs). This enhances the resilience of your applications.</p>
Security	Security	<p>Threat Detection Service</p>	<p>Threat Detection Service (TDS) collects network traffic and server information and detects possible vulnerability exploits, intrusions, and virus attacks based on machine learning and data modelling. This module also provides up-to-date information about ongoing attacks to help you monitor the security status of your business.</p>

Product Family	Product Category	Product	Product Overview
		Traffic Security Monitor	The Network Detection and Response module is deployed on the network perimeter of Apsara Stack. This module allows you to inspect and analyse each inbound or outbound packet of an Apsara Stack network, based on traffic mirroring. The analysis results are used by other Apsara Stack Security modules.
		Server Guard	Provides security features to protect Elastic Compute Service (ECS) instances. The features include vulnerability management, baseline check, intrusion detection, and asset management. To do this, the module performs operations such as log monitoring, file analysis, and signature scanning.
Developer Services	Developer Services	CloudMonitor	CloudMonitor provides real-time monitoring, alerting, and notification services for resources to protect your business. In the CloudMonitor console, cloud services such as ECS, Server Load Balancer, Object Storage Service, Elastic IP Address, etc. are supported. You can use the metrics of cloud services to configure alert rules and notification policies. This way, you can stay up to date on the status and performance of your instances and scale resources at the earliest opportunity when resources are insufficient.

**3. SOFTWARE AND TOOLING**

3.1. The Service Provider will:

- a) Ensure that all ALP Cloud software, including the OS updates, service packs, anti-virus pattern files and all rendered software which are provided, are continually updated and conforms to the terms and conditions of the software vendor agreements in order to maintain a sound operational production environment.

3.2. Customer will:

- a) Be responsibility to ensure that all other software that is used or deployed by Customer on the Service Provider infrastructure conforms to the terms and conditions of the independent software vendor agreements they represent.

**4. CUSTOMER SERVICE SPECIFIC OBLIGATIONS**

The Customer will be responsible:

- 4.1. to ensure that all software installed on the server infrastructure is licensed and conforms to the terms and conditions of the independent software vendor.
- 4.2. to ensure that all security requirements are met on applications hosted on such systems, i.e. role-based access and patch management.
- 4.3. to apply for the connectivity into the Service Provider Data Centre to access the Equipment;
- 4.4. for application support, database administration and batch processing management or scheduling on applications.

## 5. REPORTING

Standard reporting is available for the customer to which access will be provided on the portal.

## 6. TERMS AND CONDITIONS SPECIFIC TO THIS SERVICE

- 6.1. The Service Provider may from time to time introduce improvements or amendments to its ALP Cloud environment.
- 6.2. If the Service is terminated the Service Provider will delete Customer's configuration from the ALP Cloud infrastructure, twenty-four (24) Business Hours after the discontinuation of the Service. Any additional services required by Customer following its discontinuation; will be subject to Service Provider Time and Material rates.
- 6.3. Customer will ensure that anyone that it authorizes to use the ALP Cloud Service and/or portal, does so only in compliance with the terms of this Agreement. Customer assumes full responsibility and liability for the actions of anyone so authorized, whether acting within or out of the scope of their authority. In the event that a third (3rd) party makes a claim against the Service Provider, based on Customer's actions under this Agreement, Customer indemnifies the Service Provider against such.

## 7. SERVICE SPECIFIC EXCLUSIONS

The following are specifically excluded from the Service from the Service Provider:

- 7.1. Wide Area Network ("WAN") connectivity between the Customer premise and the Data Centre WAN termination layer;
- 7.2. the Service Provider provides options for a managed service and if so selected such additional scope can be negotiated and contract separately.
- 7.3. Customer supplied software, including but not limited to upgrades to software, performance issues and compatibility problems caused by Customer supplied software;
- 7.4. Software updates and security patching of end of support Operating systems;
- 7.5. Upgrades of Operating systems to newer versions of the deployed Operating Systems;
- 7.6. any Services and/or activities associated with business continuity; and
- 7.7. any transition and/or transformation requirements associated with changing from the selected Service Plan and/or Service Option to another Service Plan and/or Service Option.



**ANNEXURE C**

**SERVICE LEVELS**

**1. SERVICE LEVEL FEATURES**

- 1.1. The Service Provider offers the Customer service levels on the Services listed in table 1 below. The Service Provider will be responsible for the hardware platform and software support up to hypervisor Level. Licenses of the platform and Operating System is included in the responsibility of the Service Provider. The Application landscape support remains the responsibility of the Customer unless otherwise agreed to in writing. The Service includes active management and monitoring of the agreed Managed Services elements during the selected Service Cover Period.
- 1.2. The Service Provider offers the Customer Availability and Incident Management service levels on the following Services.

Table 1

Services
Compute
Storage

- 1.3. Availability Service Level
  - 1.3.1. All Priority 1 Incidents of the Services listed in table 1 will be measured and reported on in terms of the Availability service level.
  - 1.3.2. All Service Levels are measured over the Reporting Period commencing subsequent to the Settling-in Period.

**2. SERVICE TARGETS**

- 2.1. Compute
  - 2.1.1. Availability service target
    - 2.1.1.1. The Service Provider undertakes to provide the Services detailed in table 1, to the Customer so as to meet the average Availability targets listed in table 2 below, taking into consideration the applicable Service Cover Period. The Availability measure will be limited to Priority 1 Incidents.

Table 2

Description	Average Monthly Availability
ALP Cloud Services	99.9%

- 2.1.2. Average Availability Calculation
  - 2.1.2.1. Average Availability is stated as a percentage and is calculated as follows:  
 Average Availability % = (X / Y) \* 100, where:  
 X = the sum of the Actual Uptimes for the applicable Services defined in table 1; and  
 Y = the sum of the Scheduled Uptimes for the applicable Services defined in table 1.
  - 2.1.3. Incident Management: Time to Restore Service Target
    - 2.1.3.1. The Time to Restore service level shall be applicable to Priority 2 to 4 Incidents. The Time to

Restore service level measures the time taken for the service to be restored from the time an Incident is either logged by the Service Provider, or logged by the Customer, taking into consideration the applicable Service Cover Period. The Time to Restore Service target is listed in the table 3 below.

Table 3

Service Level Element	Service Level Target
Priority 1 Incidents	Measured in terms of the Average Availability Service Level details in clause 2.1.1
Priority 2 Incidents	Average Time to Restore of 24 hours
Priority 3 Incidents	Average Time to Restore of 48 hours
Priority 4 Incidents	Average Time to Restore of 7 days
Priority 4 Requests	7 days or as agreed between the parties on a case by case basis

2.1.3.2. The Time to Restore measure will exclude Incidents related to all priority 1 Incidents as such Incidents shall be measured as part of the Availability measure.

2.1.3.3. The Time to Restore is dependent on the volume of data that need to be restored and the Average Time to Restore will therefore be affected in cases of large amounts of data to be restored.

2.1.4. Calculation of Time to Restore performance

The Time to Restore Service Level shall be measured on a per Priority basis. The Time to Restore Service Level target is calculated as follows:

Time to Restore = (X / Y), where:

X = is the total combined downtime of all Incidents relating to Services in table 1, measured on a per priority basis, logged on the Service Provider’s Incident management system and restored during the measured month, and

Y = is the number of Incidents applicable to such measured priority relating to Services in table 1, logged on the Service Provider’s Incident management system and restored during the measured month.

2.2. Storage

2.2.1. Availability service target

2.2.1.1. The Service Provider undertakes to provide the Storage Services to the Customer so as to meet the average Availability targets listed in table 4 below, taking into consideration the applicable Service Cover Period. The Availability measure will be limited to Priority 1 Incidents.

Table 4

Description	Average Monthly Availability
Storage	99.9%

3. SERVICE LEVEL CONDITIONS LEADING TO TERMINATION OF THE AGREEMENT OR PART OF THE AGREEMENT

The Customer shall have the right to terminate this Agreement, should the Service Provider fail to achieve the availability service level (for the P1 Incidents) for more than three (3) consecutive months. The Customer should notify the Service Provider in writing of its awareness of the consecutive failures and will advise the Service Provider of its intention to either terminate this Agreement or grant the Service Provider an opportunity to provide a service improvement plan. If the Customer elects to accept a service

improvement plan, such service improvement plan will run for a period of three (3) months, and if after three (3) months of implementing the service improvement plan there is still no improvement in the service level, then the Customer can provide written notice of its intent to terminate to the Service Provider. The Service Provider will propose a service improvement plan where it fails to achieve the agreed service levels. The service improvement plan will indicate the cause of the service level breach as well as the proposed preventative measures. This could mean an improved solution is proposed for the Customer to review. This will be a collaborative measure between the Parties.

**4. INCIDENT MANAGEMENT**

4.1. Customer to log all service incidents on the portal.

**5. ONLINE PORTAL**

5.1. The Customer may use the portal for incident logging, report information, billing information, changes to services, changes in service requirements and for managing the cloud service.

**6. SERVICE HOURS**

6.1. The Service Hours is the period during which the Services will be provided. Any downtime accumulated outside the above-mentioned Service Hours will be considered as non-contractual downtime and will not be taken into consideration for performance calculation and reporting purposes.

6.2. The Service Hours are described below:

Service type	Service Cover period
Service Requests	08:00 – 17:00 Monday to Friday, excluding weekends and public holidays.
Online portal	24 hours a day, seven days a week, 365 days a year
Cloud Support	Support from 07:00 – 18:00 Business Days with after hours, standby for P1 and P2 incidents

6.3. The Customer will be able to log incidents on a twenty-four by seven (24x7) basis, regardless of the Service Hour/Service Cover Period option selected.

**7. SERVICE LEVEL EXCLUSIONS**

7.1. The Parties agree that 12:00 to 23:59 every second Sunday of the month is set aside for the Maintenance Window for routine maintenance purposes. Maintenance down time that falls outside the Standard Maintenance Window will be notified with the Customer at least forty-eight (48) hours before the down time will commence. Maintenance Down Time will not be considered as an Incident and the downtime is excluded for performance calculation purposes.

7.2. Should the Service Provider fail to perform the Services as a result of a factor outside the control of the Service Provider or where the Service Provider is delayed or prevented from performing its obligations by factors beyond its reasonable control, the Customer’s failure to perform its responsibilities in a timely manner, dangerous circumstances or Force Majeure, then such incident or delay, whichever applicable, shall be excluded for the purpose of measuring Service Level performance.

**8. NOTIFICATION AND ESCALATION DETAILS**

Service Provider: Online Portal

Department	Website
Support	bcx.cloud

**ANNEXURE D****CHARGES****1. SERVICE CHARGES**

Services charges are set out for the various services selected by the customer on the portal.

**Charges Terms and Conditions:**

- 1) All charges excludes VAT, and any other taxes or duties applicable, unless agreed otherwise in writing;
- 2) Services that fall outside the scope of this Agreement will be made available to the Customer on a time and material basis through the Service Provider's Professional Services. Rates for Professional Services will be based on the Service Provider's standard price list. Quotations will be provided for specialised engagements, which may include third party vendor involvement;
- 3) If the solution is subject to a due diligence or other unknown factors, the charges is indicative and non-binding and the Service Provider reserves the right to amend the charges based on due diligence findings;
- 4) The Service Provider will invoice the Customer in South Africa Rands (ZAR). All invoices will be payable within 30 days of invoice date except, where agreed otherwise in writing;
- 5) All charges that are subject to the rate of exchange fluctuations will be updated in accordance with the applicable rates of exchange;
- 6) Provision of the Services is subject to standard credit vetting processes and approval from the Service Provider;
- 7) If any project deliverables are delayed by the Customer, which causes the Service Provider having to extend the delivery timelines, the Service Provider will recover any additional costs incurred as a result of such delay attributable to the Customer;
- 8) All charges exclude out of scope services and projects, and where applicable, such out of scope projects and services will be quoted on a time and material basis unless agreed otherwise in writing;
- 9) Should the timelines or scope of the project change, the Service Provider reserve the right to alter its charges accordingly;
- 10) The Service Provider's standard rate card will apply in cases where additional work needs to be performed or where additional resources are required by Customer;
- 11) Any Project Management related services are excluded from the charges, unless agreed otherwise in writing;
- 12) After-hours work will be charged and billed to the Customer as and when applicable. After-hour rates are as follows:
  - After-hours work performed outside Business Hours on Business Days will be charged at one and half (1.5) times the agreed hourly rate.
  - Work performed outside Business Days will be charged at two (2) times the agreed hourly rate.