

# Consumer Virtual Machine Terms and Conditions

## Terms and Conditions:

- All pricing includes VAT
- Where additional usage is required and provisioned, the Partner will be charged as per the requisite fees. This includes processing, memory and storage.
- The dealer will not be billed for instances in a "terminated state". Instances in a "shutdown" state will incur billing for storage only and not vCPU and RAM. Instances in a "paused" or "suspended" state will incur billing for vCPU, RAM and storage usage.
- A Demo/POC account will be granted to a valid IS Virtual Channel Partner upon request and the account including all instances and all data will automatically be terminated every 24 hours.

Additional costs may be incurred in accordance to the complexity of the Partner deployment. Any additional charges will be quoted upfront to the Partner.

## Introduction

This annexure defines the services offered to the Partner purchasing the IS Consumer Virtual Machine product from Internet Solutions.

The IS Consumer Virtual Machine (CVM) solution is currently exclusively sold through the Virtual Channel Partner (VCP) Program providing a platform for the Partner to deploy and manage virtual servers for the Partner's client base.

## Features:

- Pricing based on a "lowest common denominator" of:
  - 1 vCPU
  - 1GB RAM
  - 1GB HDD (storage)
- Each of these variables can be grown as required

## 1. Description Of Service

### 1.1. Internet Solutions Consumer Virtual Machine (CVM)

This CVM service will provide the Partner with a self-provisioning portal on a dedicated multi-tenanted virtualisation platform. Partners will be able to acquire a virtual container with which to provision their processing needs. The Partner has access to a self-determined pool of resources, which can be defined accordingly to meet processing requirements.

1.2. The provisioning of CVM services is subject to the terms and conditions set out in this Schedule.

## **2. Duration And Effective Date**

2.1. The Effective Date of this Schedule is the date when CVM services first commence. Should the Effective Date occur after the date of signature of the Agreement, nothing herein contained shall be construed so as to give either Party the right to cancel or rescind the Agreement before the Effective Date.

2.2. The Service/s shall continue indefinitely on the terms and conditions set out in this Schedule, subject to 30 (thirty) days prior written notice of termination by either IS or the Partner to the other.

## **3. Fees And Charges**

3.1. The Partner shall pay the fees as specified in the Cost Schedule above for CVM services.

3.2. The use of CVM services will be billed at a variable amount for monthly usage at the rates specified in the above

Cost Schedule.

3.3. In addition to the costs in 3.1 above, the Partner shall pay:

3.3.1. For additional users of the Service, each additional user shall be billed at a variable amount monthly based on usage, in accordance with the above cost schedule. 3.3.2. Any additional storage shall be billed at a variable amount per month, based on hourly usage, in accordance with the above Cost Schedule.

3.4. Where the Partner pays by debit order on the Partner's bank account, as indicated in the application form, the payment shall be made or debited against the Partners account on the 7th day of each month or the closest working day thereto.

3.5. Notwithstanding the provisions of clause 4.9 of the Standard Terms and Conditions, IS reserves the right to amend its pricing in respect of CVM services at any time with 30 days notice period.

3.6. Should the account not be rectified within a 30 (thirty) day period of receiving the invoice, the Partner will be sent a warning. Should the account not be rectified 30 (thirty) days after the warning, the account will be suspended. Should the account not be rectified 30 (thirty) days after suspension, all access pertaining to the account will be terminated, and all access, data and network information will be deleted without retention.

3.7. Additional charges will be metered out for the following sub-items:

Please note that these items are deemed to be additional items over-and-above the standard per-usage Cost Schedule:

3.7.1. Hardware-based Networking (VLAN, firewall, VPN, load balancing, NAT and multicast)

3.7.2. Additional Public IP Addresses 3.7.3. Sub-Administrators

## **4. Technology Modifications**

4.1. IS reserves the right to alter, modify, upgrade, update or maintain IS' network, infrastructure, any technology, hardware or software ("modification") that may form part of the CVM Services.

## **5. Obligations**

5.1. The Partner shall have the following obligations:

5.1.1. An agreement shall be concluded between the Partner and its end-users, contractually binding its end-users to the provisions of clause 5 of this agreement as well as the Standard Terms and Conditions.

5.1.2. The Partner shall contractually ensure that end-users may not commit nor attempt to commit any act or omission which directly or indirectly:

5.1.2.1. Damages in any way IS' technical infrastructure or any part thereof;

5.1.2.2. Impairs or precludes IS from being able to provide the Service in a reasonable and business-like manner; 5.1.2.3. Constitutes an abuse or malicious misuse of the Service; or is

calculated to have the abovementioned effect. 5.1.3. Ensure that all end-users comply with the Acceptable Use Policy of IS as published on IS' website ("the AUP"). The Partner accepts that any misuse of the Service, including but not limited to a misuse that contravenes the AUP, will entitle IS to terminate the Service in accordance with the AUP

5.1.4. Ensure that all end users comply with the minimum software and hardware specifications, as set out by IS from time to time in order to utilise the Service. IS shall not be responsible for any support or related issues where end-users have not conformed to these minimum specifications;

5.1.5. Ensure that where its end-user breaches any obligation to the Partner as required by this Agreement, the Partner will use its best commercial endeavours to enforce the end- user's obligation;

5.1.6. Be solely responsible for end user device configuration, in order to connect to CVM. IS shall, however, endeavour to assist in this process;

5.1.7. Be responsible for the provision of user names and passwords, as well as all data to IS in the event of a data and user migration being required.

5.1.8. Provide IS with a point of contact, including appropriate contact information

5.1.9. Perform all traditional system administration activities such as operating system administration

5.1.10. Provide first line support to its users

## **6. Password**

6.1. IS recommends that all Partners using the CVM service regularly log on and change their passwords for security reasons.

6.2. Should there be any usage of the CVM platform using the Username and Password, the Partner will be liable for all costs associated to that usage.

## **7. Marketing**

7.1. The partner agrees that IS may use the Partner as a future reference and use the Partners company name, logo and testimonial (if such testimonial is provided) in IS' promotional material and communications including, but not limited to, proposals, presentations, website and corporate brochure.

## **8. Support**

8.1. The support terms and procedures are contained in the Customer Support Schedule.

8.2. Support in terms of this clause 6 relates to support for the Partner and the Partner's authorised technical contact exclusively. No end-user support is provided, such support to be provided by the Partner.

8.3. IS shall not be responsible for on-site support of any nature.

8.4. IS is not responsible for end user support, this will be provided for if required and will be outsourced to a call centre who have been equipped and trained to assist in end user support, these calls will however be charged for in addition to the monthly fee.