

IGNITE ARCHIVING

PLEASE NOTE: These product or service specific terms and conditions must always be read together with our [General Terms and Conditions](#), which will always apply to your use of this product or service.

TERMS AND CONDITIONS OF SERVICE

1. Definitions

- 1.1. **“Agreement”** means this document together with the Ignite [General Terms and Conditions](#).
- 1.2. **“Active User”** means any email address on the clients domain which receives 22 (twenty two) or sends 1 (one) Clean Email within the previous month;
- 1.3. **“Clean Email”** is an email that is not deemed as spam or harmful by the service.
- 1.4. **“Client”** means the person(s) registered on www.ignite.co.za;
- 1.5. **“Fees”** means the amounts payable by the Client in accordance with the relevant units or quantities relevant to such Services (such as number of Users, gigabytes etc) as specified on www.ignite.co.za ;
 - 1.5.1. **“Upfront Fees”** means fees payable by the Client prior to the commencement of the Services and as otherwise agreed to by the Parties;
 - 1.5.2. **“Monthly Fees”** means fees payable by the Client monthly in advance.
 - 1.5.3. **“Quarterly Fees”** means fees payable by the Client quarterly in advance unless otherwise agreed to by the Parties in writing;
 - 1.5.4. **“Annual Fees”** means fees payable by the Client annually in advance unless otherwise agreed to by the Parties in writing;
- 1.6. **“Overage Fees”** means monthly fees payable in arrears by the Client for additional units or quantities, related to their Service(s), that are in excess of the initial amount(s) stipulated in their Proposal.
- 1.7. **“Proposal”** means the Proposal submitted to the Client by the Service Provider and the Proposal Summary which records the material terms of the Services as agreed to by the Parties and signed by the Parties;
- 1.8. **“Service”** means current and future active Service(s) rendered by Ignite to the Client as set out in the Proposal;
- 1.9. **“Users”** means the Client’s personnel or other specified persons permitted to access or use the Services and restricted in number but subject to change from time to time, the accurate number of permitted persons may be requested from Ignite from time to time.

2. Services

2.1. Services Packages: The Ignite Archiving service comprises, as applicable to the Client and specified in the Proposal the following packages

Service Description – Ignite Archiving

Email Archiving with 10 year retention period and unlimited storage.

2.2. Service Features: The Ignite Archiving service comprises, as applicable to the Client and specified in the Proposal the following features:

Features	Detail
Email archival	<ul style="list-style-type: none"> Archiving of internal & external emails for 10 years with unlimited storage
Tamper proof archive	<ul style="list-style-type: none"> Emails cannot be deleted from the archive Emails are encrypted within the archive Audit trail of archiving & discovery activities maintained
Search & Reporting Interface	<ul style="list-style-type: none"> Archived emails can be viewed, printed or replayed Levels of access granted: <ol style="list-style-type: none"> Domain Administrator can search & report on all emails within an organisation Can search within certain attachment types such as MS Office, RTF, PDF and ZIP Can create advanced searches based on predefined fields as defined by the User interface
Integration with email servers	<ul style="list-style-type: none"> Integrates with Hosted Premium Mail Suite, Microsoft Exchange 2000 / 2003 / 2007 / 2010 and Linux-based MTAs
External directory integration	<ul style="list-style-type: none"> Integrates with an external directory (LDAP or AD)
Multiple data ingestion methods	<ul style="list-style-type: none"> Hosted Premium Mail Suite, Microsoft Exchange Import, PST Import and IMAP Import
Microsoft Exchange stubbing	<ul style="list-style-type: none"> Microsoft Exchange message stubbing supported

Per User Basis	<ul style="list-style-type: none"> • Ignite Archive is offered on a per user basis
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2.3. Exclusions: The following features, products, support and services without limitation are excluded from the Ignite Archive Service:

- 2.3.1.** Internet connectivity and support services related to Internet connectivity (please contact your Internet service provider);
- 2.3.2.** Hardware required to access the Service (such as computers);
- 2.3.3.** Email server to be archived from and the support related to such server;
- 2.3.4.** The ability to self-administer (add, remove or edit) user accounts and / or domains;
- 2.3.5.** End user training and support not specifically provided for in the Proposal; and
- 2.3.6.** Any support, services, features or products not explicitly stated in the Proposal.

3. Limitations and Technical Requirements

3.1. SMTP AUTHENTICATION REQUIREMENTS

3.1.1. Securemail offers its clients two methods of SMTP Authentication for outgoing email transmission, namely:

3.1.1.1. SMTP Authentication with a Username and Password. This method is normally implemented using a Smart Host configuration implemented on the client's on-premise email services, but in certain circumstances it may be implemented on a per-sending user basis.

3.1.1.2. IP Address Authentication, where a client's provisioned email domain or domains are allowed to relay mail outbound from a client's static public IP Address or range of IP Addresses, without the need to use SMTP Authentication (as in 1 above). **MINIMUM REQUIREMENTS FOR SMTP AUTHENTICATION WITH USERNAME AND PASSWORD PER SENDER ADDRESS**

3.1.2. Securemail requires that clients create SMTP Authentication passwords using at a minimum, the following password policy:

- 3.1.2.1.** Minimum password length = 8
- 3.1.2.2.** Minimum upper case characters = 1
- 3.1.2.3.** Minimum lower case characters = 1
- 3.1.2.4.** Minimum punctuation symbols = 1
- 3.1.2.5.** Minimum numeric characters = 1

3.2. SENDER VERIFICATION ON THE CLIENT'S SERVER

3.2.1. When using either of these methods the client's mailbox server must support Sender Verification in the form of a SMTP Protocol lookup, to confirm a sender is indeed a valid and real mailbox or email alias on their mailbox server.

3.3. SMTP TRANSMISSION LIMITS

3.3.1. Securemail is not a bulk email service. However, Ignite will allow its clients, on a case-by-case basis, to declare named bulk-sending email addresses. In such cases, Ignite will then engage in negotiations with the client to provide specialised bulk mail routing for these accounts to ensure the client's business needs are met while the Securemail system as whole and its other clients are not adversely affected.

3.4. SMTP - MESSAGE RECIPIENT LIMITS

3.4.1. No more than 50 recipients per message.

3.4.2. No more than 200 recipients per sender address per 5 minutes.

3.5. SMTP – MAIL SUBMISSION RATE LIMITS:

3.5.1. Mail throttling, (implemented as a SMTP temporary defer) is enforced by Securemail when the following submission rates are exceeded:

3.5.1.1. Submission exceeds 200 emails per sending host per 5 minutes.

3.5.1.2. Submission exceeds 200 emails per sender address per minute.

3.6. USE OF EMAIL ADDRESS LISTS

3.6.1. Ignite will not discourage the use of sending to email address lists, provided that all lists only consist of valid and legitimate contacts and do not contravene the Unsolicited Bulk Email (UBE) or Unsolicited Commercial Email (UCE) regulations as stipulated in the AUP.

3.6.2. Any sending address or SMTP username which routinely, or excessively exceeds the threshold for invalid recipient addresses will be considered as sending UBE or UCE, and the account will be locked out to protect other users and to protect the integrity of the Securemail service.

3.7. SMTP - INVALID RECIPIENT LIMITS

3.7.1. No more than 2 invalid recipients per message.

3.7.2. No more than 10 invalid recipients per sender address per 5 minutes.

3.8. DOMAIN RELAY LIMITS

3.8.1. Securemail will only relay email for domains that are owned by and registered to the client.

3.8.2. Securemail will not relay any Freemail or Internet Service Provider generic domains E.g. gmail.com, yahoo.com, hotmail.com, telkomsa.net, webmail.co.za etc.

4. Delivery of Service:

4.1. Ignite Archive is a Software as a Service offering that can be accessed as follows:

- 4.1.1. Via the World Wide Web through www.ignite.co.za. Admin username is provided upon provisioning

5. Charges and Payment

- 5.1. Ignite Archiving will be billed monthly in arrears based on the number of Active Users.
- 5.2. Ignite may additionally charge clients a once off setup fee at time of purchase for the engineering and project management costs incurred.
- 5.3. Ignite may charge a set fee per gigabyte of data for the ingestion and extraction of data from the archiving platform, at the client's request.

6. Termination

- 6.1. The duration of the service shall endure for a 1 (one) month rolling period until terminated by either party on 30 (thirty) days' notice.
- 6.2. To be considered a valid termination request, termination will require written confirmation of the either:
 - 6.2.1. A request to extract the existing data within the archive at a cost to the client to be quoted at time of request or;
 - 6.2.2. An instruction to purge this data
- 6.3. Failure to provide the instructions as described above after 30 days will be taken to mean a retraction of the termination notice and billing will continue

7. Indemnifications, Limitation of Liabilities, Warranties:

- 7.1. The Client hereby indemnifies and holds Ignite harmless against any loss, claims, demands, proceedings, damages and expenses of whatsoever nature arising from:
 - 7.1.1. Errors by the Client when requesting or effecting changes to the Domain Name System and any resulting delay, rejection or loss of email;
 - 7.1.2. Misconfigurations by the Client of destination email servers and/or firewalls irrespective of whether Ignite has instructed the Client or Users on how to configure such servers or firewalls unless Ignite is the Client's appointed Email Service Provider, and has attended to the above configurations;
 - 7.1.3. Ignite's third party dependencies for the provision of the Service including without limitation: Internet connectivity, power, air conditioning at the hosting facility; Viruses and Spam received by the Client notwithstanding use of Ignite Securemail;
 - 7.1.4. Actual delivery of outbound email to final destination due to circumstances beyond Ignite's control including without limitation: unavailability of the destination server, the email recipient address is incorrect/ does not exist, the User has exceeded the limits placed on use of the Service, spam filtering)

7.2. The maximum liability of Ignite to the Client in terms for any one event or series of connected events above, shall in accordance with the provisions of the General Terms and Conditions.