

## IGNITE TERMS AND CONDITIONS - PERCOL8 Firewall

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.

### 1. DEFINITIONS

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

1.2 To the extent that there is any contradiction between the General Terms and these Product Terms the following order of precedence shall apply: (i) these Product Terms; and (ii) the General Terms.

1.3 By using or subscribing to the Percol8 Firewall Services, Customer agrees that he/she/it has read, understands and are is bound by:

1.3.1 the General Terms and Conditions and Use Policies under “General Terms” and other notices under “Notices” on IS Ignite’s Business’ Legal Website; and

1.3.2 the Product Terms set out herein (collectively the “IS Ignite Business Terms”).

1.4 Customer’s subscription and/or use of the Percol8 Firewall Services indicates Customer’s acceptance without modification of the IS Ignite Business Terms, which will constitute a legal agreement between Customer and IS Ignite on the terms and conditions contained therein.

1.5 Unless the context clearly indicates to the contrary, the following words bear the meanings ascribed thereto:

1.5.1 **“Percol8 Firewall Packages”** means either the (i) network security module; (ii) mail security module; (iii) web security module; and (iv) a full bundle consisting of the aforementioned 3 (three) packages which operates on the Percol8 Firewall;

1.5.2 **“Percol8 Firewall”** means, depending on the Customer’s selections as indicated by Customer in the Application Form under the heading or description of Percol8 Firewall, either:

1.5.2.1 the security Percol8 Firewall owned by IS Ignite and provided to Customer;

1.5.2.2 the security appliance sold by IS Ignite Business to Customer;

1.5.3 **“Application Form”** means, for the purpose of these Product Terms, the form which the Customer completes with all Customer information required by IS Ignite to enable IS Ignite to provide the Premium Virtual Server Services to Customer and where Customer accepts IS Ignite’s General Terms and Conditions and these Product Terms and where he/she/it selects the specific PERcol8 Firewall Package;

1.5.4 **“Percol8 Firewall Service”** means the security services rendered by IS Ignite to Customer in accordance with Customer’s selections as indicated by Customer in the Application Form under such heading or description, which Percol8 Firewall Service comprises of the supply of (i) the Software; (ii) Percol8 Firewall Packages; in order to enable the security to Customer’s;

1.5.5 **“Service Fees”** the fees payable by Customer for the receipt of the Percol8 Firewall services as selected on the Application Form by Customer;

1.5.6 **“Software”** means the Percol8 Firewall security software licensed by IS Ignite s to Customer and installed by IS Ignite Business in the Percol8 Firewall in order to enable the security features of Customer’s Internet.

### 2. DURATION

2.1 The Percol8 Firewall Service shall commence with effect from the date of activation of the Percol8 Firewall Service and endure for an initial period selected by Customer in the Application Form (hereinafter referred to as the "Initial Period").

2.2 Either Party may terminate the Percol8 Firewall Service at the end of the Initial Period by giving the other Party 3 (three) calendar months 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.

2.3 If neither Party has given notice as contemplated in clause 2.2 above, the Percol8 Firewall Service shall endure indefinitely thereafter on the same terms and conditions, provided that either Party shall be entitled to terminate the Percol8 Firewall service on 3 (three) calendar months written notice to the other to that effect.

2.4 In the event of a termination, Customer's use of the Percol8 Firewall Service shall be deemed terminated. However, in the event that Customer logs on to the Percol8 Firewall service following a termination, the terms and conditions of the Agreement will apply to such Customer and Customer shall be liable to pay the full usage costs to IS Ignite subject, however, that this shall in no way constitute a revival of this Agreement between the Parties and IS Ignite shall furthermore be entitled to terminate the use of the Percol8 Firewall Service without notice to Customer.

2.5 To the extent that the Percol8 Firewall Service provided to Customer is suspended by IS Ignite for any other reason whatsoever Customer acknowledges that it will forfeit its access to and/or use of the Percol8 Firewall Service, but Customer shall still be liable to pay the Service Fees during such suspension.

### 3. SERVICES FEES

3.1 Customer shall pay IS Ignite the Services Fees specified in the Application Form in accordance with the provisions set out in the General Terms.

### 4. UNDERTAKINGS AND ACKNOWLEDGEMENTS

4.1 IS Ignite undertakes to use its reasonable endeavours to provide Customer with the Percol8 Firewall Service on a 24 (twenty four) hour per day basis on each and every day for the continued duration of the Percol8 Firewall Service.

4.2 Although IS Ignite Business uses reasonable care and diligence to ensure that the Percol8 Firewall Service is available, accurate, complete, correct, error-free, secure, up-to-date and/or reliable IS Ignite Business and/or its licensor or supplier do does not warrant, represent or in any way guarantee, either expressly or by implication that the Percol8 Firewall Service is available, accurate, complete, correct, error-free, secure, up-to-date and/or reliable. IS Ignite and /or its licensor or supplier furthermore does not warrant, represent or in any way guarantee, either expressly or by implication the merchantability or fitness for a particular purpose. Customer therefore agrees that Percol8 Firewall is rendered "as is" and "as available" and is used at the Customers' own discretion and risk.

4.3 Customer acknowledges that the following circumstances and events may impact upon its use of the Percol8 Firewall Service and further that these circumstances and/or events are beyond IS Ignite's control: (i) use of the Percol8 Firewall Service by Customer's users; (ii) limitations upon national and/or international bandwidth capacity; (iii) telecommunication service operator failures; (iv) telecommunication links failures; (v) operating systems; (vi) 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 adverse impact on the Percol8 Firewall Service or interferes with its functionality; and (ix) any other action, omission and/or failure not within IS Ignite's control which has an adverse impact on the Percol8 Firewall Services.

### 4.4 TERMS AND CONDITIONS SPECIFIC TO Percol8 Firewall SERVICE

4.4.1 Customer acknowledges further that termination of Customer's Internet access shall not in any manner whatsoever result in the termination of the Percol8 Firewall Services and Customer shall remain bound by this Agreement including these Product Terms until termination of the Percol8 Firewall Services.

4.4.2 Warrants and represents that it is the owner and/or has the right to be in possession of the Percol8 Firewall and has the relevant permission to load the Software on the Equipment. Customer shall furthermore retain ownership/right (whichever is applicable) to possess the Percol8 Firewall for the duration of Percol8 Firewall Services and shall not allow any third party to take direct and/or indirect possession or unauthorised control of the Software in any way whatsoever.

4.4.3 The Customer acknowledges and agrees that:

4.4.3.1 the set up and/or configuration of the Percol8 Firewall including any software and the Software and/or application installed on the Percol8 Firewall shall remain Customer's responsibility;

4.4.3.2 any error, fault and/or damage to the Percol8 Firewall will impact on the access, use including the operation and/or functionality of the Percol8 Firewall Services;

4.4.4 IS Ignite will provide Customer with Percol8 Firewall Services in accordance with the Percol8 Firewall Package selected by Customer in the Application Form

4.4.5 Customer undertakes to use Percol8 Firewall Services solely for internal purposes and shall not be entitled to directly or indirectly transfer, distribute, re-distribute, copy, sell, re-sell, lease, rent, lend, license, sub-license Percol8 Firewall Services in whole or in part in any manner whatsoever to any third party without IS Ignite's prior written consent.

4.5 Customer is responsible for selecting the Percol8 Firewall Package of its choice and accepts full responsibility for such selection. Customer agrees that IS Ignite has no interest in the Percol8 Firewall Package selected by Customer and agrees that nothing that IS Ignite, its licensors or its suppliers do in the performance of its/their obligations in terms of Percol8 Firewall Services shall be construed as an assumption of responsibility or liability by IS Ignite, its licensors or suppliers whether or not IS Ignite its licensors or suppliers had knowledge of the

Percol8 Firewall, selected by Customer.

4.6 Software

4.6.1 Subject to the terms and conditions of the Agreement, including these Product Terms, IS Ignite grants Customer a limited, non-perpetual, non-exclusive, non-transferable license per Percol8 Firewall to use the Software for the duration of Percol8 Firewall Services on the Firewall. Customer agrees, that the Software is licensed on the condition that IS Ignite and/or its licensors or supplier's limited warranty, if any applies. IS Ignite does not warrant workmanship, performance, suitability or compatibility of the Software.

4.6.2 Customer acknowledges the nature of the Software and accordingly agrees that the specification and operation of the Software is known to him/her/it and accepts that it is suitable for the purpose it is intended to be used.

4.6.3 Customer acknowledges that all title and intellectual property rights in the Software is owned by and shall remain vested in IS Ignite, its licensors or suppliers, as the case may be. Except if otherwise agreed the Customer accordingly agrees not to copy, duplicate, reproduce, transmit, modify, reverse engineer, decompile, or disassemble the Software or any portion thereof or remove any Software identification or notices of any proprietary or copyright restrictions in any manner whatsoever and shall only use it for the purpose it is supplied.

4.6.4 The Parties shall prior to the installation date of the Software agree to the specific requirements pertaining to the installation and configuration of the Software (which includes without limitation, the determination or selection of Customer security requirements), provided that Customer's requirements shall not fall outside the scope of the Percol8 Firewall Service.

4.6.5 Without limiting the generality of the General Terms, IS Ignite expressly disclaims any direct, indirect, incidental, special, punitive or consequential losses or damages, including claims by third parties, which arise or may arise out of the installation of the Software which prevents the transmission of any data and/or access to any software, application, website including the downloading of any data etc.

4.6.6 Customer shall accept installation of the Software by allowing IS Ignite or its agents activating the Software and whenever tendered by IS Ignite A signed installation note shall constitute prima facie proof that the Software has been received, installed and configured in accordance with Customer's specified requirements, whether such installation note is signed by Customer or his/her/its employee or representative.

4.6.7 Customer specifically agrees that it shall not:

4.6.7.1 circumvent any component and/or process of the Software or cause it to be done in any manner whatsoever; and

4.6.7.2 use/access the Software or cause it to be used and/or accessed in any manner other than authorised by IS Ignite Business in terms of these Product Terms the IS Ignite Business Terms.

4.7 Customer acknowledges and agrees that any administrative access to the Software provided to Customer is its own and absolute responsibility and if such access is tampered with and/or lost IS Ignite shall not be able to provide Percol8 Firewall Services to Customer.

4.8 Upon termination of this Percol8 Firewall Services for any reason whatsoever, the license referred to in clause this 4.8 shall terminate and Customer shall immediately cease any use of the Software (and where applicable).

## 5. Percol8 Firewall SERVICES SUPPORT

5.1 Customer acknowledges that the Percol8 Firewall Services support is limited to the Software support.

5.2 IS Ignite shall provide Customer with access to Percol8 Firewall monitoring tools in order to enable Customer to monitor the Percol8 Firewall Services. Customer is responsible to set up his/her/its emails for reporting purposes.

5.3 IS Ignite will in its sole discretion, and without being under any obligation to do so, maintain and/or upgrade the Software installed which will include any patches, updates, security updates/patches of whatever nature. Customer herewith authorises IS Ignite to implement any of the above, as and when it deems fit. Although IS Ignite will use its reasonable endeavours not to affect the hosting of any content, application, and/or data of whatever nature IS Ignite, without limiting the generality of the General Terms, expressly disclaims any direct, indirect, incidental, special, punitive or consequential losses or damages which arise or may arise out of such maintenance and/or upgrades.

5.4 IS Ignite will not be responsible for any Customer software and/or applications installed by Customer.

5.5 Customer agrees that any software and/or applications contemplated herein needed and loaded, by Customer will be his/her/ its own responsibility and is loaded at his/her/ its sole risk and responsibility. The licensing of all such installed software and/or applications shall be the sole responsibility of Customer.

5.6 IS Ignite will be solely be responsible for all the maintenance and/or upgrades of the Software, which will include any patches, updates and security updates/patches of whatever nature relating to the Software.

5.7 Customer acknowledges and agrees that IS Ignite shall not provide technical support in the following events:

5.7.1 in the event that Customer modifies, alters and/or misuses the Software including any portion thereof without explicit permission from IS Ignite;

5.7.2 for any problem caused by neglect or misuse; alternation; modification or enhancement of the Software

5.7.3 for any problem caused by the use of supplies or material not meeting specifications; use of the Software in a manner that does not conform to the specific use rules and systems specifications for which the Software is designed for;

5.7.4 for any problems including fault or damage caused by Customer's negligence, abuse or misapplication; or

5.7.5 for use of the Software on any systems other than the specified hardware platform for such Software.