



ACTIVE FIBRE VIRTUAL HOSTING TERMS AND CONDITIONS

PREMIUM VIRTUAL SERVER SERVICES VARIOUS PACKAGES

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. B2E offers Premium Virtual Server which allows customers to host, without limitation, his/her/its information/data/application (collectively referred to as "Customer Data"), within B2E's Premium Virtual Server environment without a physical server.

DEFINITION

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. To the extent that there is any contradiction between the General Terms and Conditions and these Product Terms the following order of precedence shall apply: (i) these Product Terms; and (ii) 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 "24 Hour Reboot Service" means the additional Premium Virtual Server Service Customer can subscribe to at additional Service Fees;

1.2.2 "Application Form" means, for the purpose of these Product Terms, the form which the Customer completes with all Customer information required by B2E to enable B2E to provide the Premium Virtual Server Services to Customer and where Customer accepts B2E's General Terms and Conditions and these Product Terms and where he/she/it selects the specific Premium Virtual Server Services package;

1.2.3 "Customer Identifiers" means the numeric identifier that identifies a Customer. The Customer Identifier is specified in the Customer SOAP request header element.

1.2.4 Data Centre means B2E's data centre situated at The Internet House, Greenacres Office Park, cnr Barry Hertzog/Rustenburg Roads, Victory Park, or 5 Brewery Street, Isando, Johannesburg, Gauteng

Johannesburg, Gauteng and/or any other address indicated by B2E from time to time;

1.2.5 Data Traffic means any data traffic originating from the Virtual Server to the Internet and from the Internet to the Virtual Server;

1.2.6 DNS Servers means the domain name system server, which is the hierarchical distributed naming system for computers, services or any resources connected to the Internet or private network, with its most important function being the translation (resolution) of human memorable domain names and hostnames into the corresponding numeric Internet Protocol (IP) addresses, and which is used to identify and locate computer systems and resources on the Internet.

1.2.7 HDD means hard disk drive;

1.2.8 Initial Package means the initial Premium Virtual Server Services package selected by Customer in the Application Form and which B2E will use to set up and configure the Virtual Server;

1.2.9 Operating System Software means: (i) software that manages and controls basic, low level server hardware functionality, operations and file management on a computer or server, without the user thereof having to operate it, rented to Customer by B2E, as selected by Customer and indicated in the Application Form. Such rental of the Operating System Software is additional to the Virtual Hosting Services to which additional Service Fees apply;

1.2.10 RAM means random access memory;

1.2.11 Service Fees means the fees payable by the Customer in respect of the Virtual Hosting Services, and which is dependent on the Premium Virtual Server Services package selection made by the Customer in the Application Form and any ancillary/additional the Server Hosting Services selected by the Customer in the Application Form;

1.2.12 SPLA Software means software owned by Microsoft Corporation and supplied to B2E by Microsoft Corporation in accordance with the provisions of the Service Provider License Agreement ("SPLA"), which SPLA Software is rented to Customer by B2E in accordance with the provisions of these Product Terms and Microsoft Corporation software license terms and conditions. Such rental is an additional Premium Virtual Server Service to which additional Service Fees apply;

1.2.13 Unsupported Software means any software and/or applications required to operate any system that Customer obtained/purchased from a third party and is licensed to use, but excludes software that is not supplied, installed, managed, maintained or licensed by B2E;

1.2.14 VCPU means virtual central processing unit;

1.2.15 Virtual Environment means the hosting environment that exists within the Data Centre in which the Virtual Server hardware/machinery/equipment are hosted, which B2E has designed and built to enable B2E to set up and configure the Virtual Servers as required by various customers;

1.2.16 Premium Virtual Server

Services means the services contemplated in these Product Terms which B2E renders to Customer in accordance with Premium Virtual Server Services package selected by Customer in the Application Form under such heading or description, whereby B2E will: (i) allocate a Virtual Server within the Virtual Environment; and (ii) supply such ancillary/additional Premium Virtual Server Services, as selected by Customer in the Application Form;

1.2.17 Virtual Server means a server existing within the Virtual Environment and comprising of HDD space, RAM and VCPU which B2E will set up and configure in accordance with the Premium Virtual Server Services package selected by Customer in the Application Form, and in which the Customer Database is hosted.

1.2.18 Initial Period means the period commencing on the day on which the virtual Hosting service is provisioned or made live, and made accessible to customer and ending on the day specified as per the Application form.

1.2.19 Customer Identifier means the numeric identifier that identifies a Customer.

1.2.20 Snapshot means an image of the Virtual Server.

2. PAYMENT

2.1 Customer shall pay B2E the Service Fees specified in the Application Form in accordance with the provisions set out in the General Terms and Conditions which Service Fees will (depending on the changes made by Customer during the course of each applicable month), consist of the additional fees set out in clause 2.2 below.

2.2 Customer shall, in addition to the Service Fees set out above and if applicable, be charged the following additional fees:

2.2.1 resource usage including changes and/or additions made to Customer's Virtual Hosting Services package; and

2.2.2 a snapshot fee set out in the customer interface in My Account;

2.2.3 additional Virtual Servers, which fee shall be set out in the customer interface in My Account.

2.3 Any changes to the

Premium Virtual Server Services (i.e. increasing your RAM or the creation of additional Virtual Servers) will be billed with immediately effect, however, downgrades or deletion of an additional Virtual Server will only be effected by midnight on the same day.

3. TERMS AND CONDITIONS SPECIFIC TO PREMIUM VIRTUAL SERVER SERVICES

3.1 B2E will provide the Premium Virtual Server Services in accordance with the Premium Virtual Server Services package selected by Customer in the Application Form.

3.2 B2E will set up and configure the Virtual Server as selected by Customer in the Application Form, which set up and configuration will include the following:

3.2.1 allocation of: (i) dedicated HDD space; (ii) VCPU; and (iii) RAM in accordance with the Customer's selection in the Application Form;

3.2.2 allocation of an IP Address and/ or additional IP Addresses (if selected in the Application Form), for the Virtual Server in order to: (i) enable a connection from the Virtual Server to B2E's network; and (ii) enable and facilitate the transmission of Data Traffic as well as the provision of the relevant IP Address information (including IP gateway's, DNS Servers and subnet information), and Customer Identifiers to Customer;

3.2.3 installation of the Operating System Software if selected by Customer in the Application Form;

3.2.4 provisioning of the amount of Internet bandwidth for purposes of clause 3.2.3, in accordance with the Premium Virtual Server Services package selected by Customer in the Application Form. Customer specifically acknowledges and agrees that the Internet bandwidth supplied is not dedicated to the Customer's Virtual Server, but may be shared with other customers of B2E; and

3.2.5 configuration of a unique Virtual Local Area Network (VLAN).

3.3 Customer will be allowed to have remote access to the Virtual Server and will, if required, be allowed to load, upload and/or download any other software or application remotely on the Virtual Server.

3.4 Customer shall under no circumstances be entitled to have any physical access to the Virtual Server, including the Data Centre.

3.5 B2E will only provide Customer with remote access to the Virtual Server and Customer agrees (without limiting the applicability of the provisions of this Agreement), to subject himself/herself/itself to B2E's applicable Privacy Policy and Use Rules and Security Policy when accessing the Virtual Server remotely.

3.6 B2E will use reasonable endeavours to provide a smooth, uninterrupted electrical power supply to the Virtual Environment in order to sustain availability of the Virtual Server. Other than as specifically provided in these Product Terms, B2E will not be liable for any loss or damage as a result of any interruption in the electrical power supply.

3.7 Customer is not allowed to downgrade the Premium Virtual Server Services package below the Initial Package.

3.8 Customer is allowed to add additional Virtual Servers at any time during the term of the Initial Period without affecting the duration of the Initial Period.

3.9 All hardware additions and/or changes made by Customer via My AccountMy Account will only be uploaded after the reboot of the Virtual Server has been initiated by Customer.

3.10 Although Customer is allowed to add additional HDD space at any time, Customer may not downgrade the HDD space during the Initial Period, including any automatic renewal thereof.

3.11 B2E reserves the right to limit any of the additional Virtual Servers, RAM, VCPU or HDD space required by Customer. Any additions and/or changes required and made by Customer as envisaged in clauses 3.8, 3.9 and 3.10 above are subject to B2E's prior approval.

3.12 The billing of any changes made, as contemplated in clauses 3.8, 3.9 and 3.10, shall, notwithstanding the date on which such changes are initiated by Customer, take effect from the date of such change.

3.13 The billing of any changes made, as contemplated in clauses 3.8, 3.9 and 3.10, shall be charged on a daily basis regardless of whether Customer has utilized such changes and/or additions for a full day or part thereof.

3.14 Customer is responsible for managing the access to My Accountby his/her/its employees, consultants and/or agents (hereinafter referred to as the "Authorised Personnel"). B2Eshall not be liable for any losses or damages Customer may suffer as a result of any unauthorised access to Customer's My Account.

3.15 Customer is responsible for managing and/or controlling any changes and/or additions that may be made to his/her/its Premium Virtual Server Services package by his/her/its Authorised Personnel. B2E shall not be liable for any losses or damages Customer may suffer as a result of any changes or additions made to Customer's Premium Virtual Server Services package.

3.16 B2E is under no obligation to verify the changes and/or additions made to Customer's Premium Virtual Server Services package via My Account by Customer including Customer's Authorised Personnel or any unauthorised persons. All such changes and/or additions to Customer's Premium Virtual Server Services package will be deemed by B2E as being correct, error free, fault free and required by Customer.

3.17 B2E will not refund Customer and/or reverse the billing for any changes and/or additions which were made to his/her/its Premium Virtual Server Services package by any party including Authorised Personnel which are alleged by Customer to have been made incorrectly, in error, faulty and/or fraudulently.

3.18 B2E will provide Customer with tools to take a snapshot of his/her/its Virtual Server. Customer acknowledges that:

3.18.1 B2E does not warrant nor guarantee that the "snapshot" taken by Customer at any point in time will be free from any software errors and/or faults including without limitation data errors and/or faults. Customer is responsible for ensuring the correctness of any snapshot taken before utilizing such snapshot;

3.18.2 a snapshot is only valid for 3 (three) days or once used by Customer;

3.18.3 a snapshot will be automatically deleted after the expiry of 10 (ten) days or once used;

3.18.4 B2E will apply a fee for each snapshot taken at any given time.

3.19 All the Customer Data uploaded and/or loaded in the Virtual Server by Customer remains Customer's responsibility.

3.20 Customer is responsible for ensuring that the Customer Data uploaded and/or loaded on the Virtual Server does not affect the operation, functionality and/or availability of the Virtual Server including the hosting of such Customer Data.

3.21 B2E is not responsible for the backing up of any of the Customer Data on the Virtual Servers. All backups are the responsibility of the Customer and B2E will not be liable for any losses or damages Customer may suffer as a result of Customer's failure to perform backups.

3.22 The following conditions apply on a per hosted server basis (whether physical or virtual) for the Premium Virtual Server Services packages provided with an uncapped traffic allowance:

3.22.1 The peak outbound Data Traffic rate to the internet will be limited to 100Mbps, and the peak inbound traffic rate from the internet will be limited to 10 Mbps;

3.22.2 The peak outbound and inbound Data Traffic limits specified in

3.22.1 do not constitute a sustained throughput guarantee, only an upper limit. Actual throughput will be determined by prevailing network conditions influenced by such factors as time of day and the external networks being communicated with.

3.22.3 The outbound Data Traffic usage for any particular calendar month must exceed that of the inbound Data Traffic usage of the same month

3.22.4 Customer shall not use the Premium Virtual Server Services for the purposes of bulk downloading from the Internet by using the hosted server as a traffic proxy or tunnel relay

3.22.5 Failure to comply with 3.22.3 or 3.22.4 shall constitute a breach of the Virtual Hosting Services with an uncapped traffic allowance.

3.22.6 Should Customer not rectify the conditions specified in clause 3.22.3 or 3.22.4 in the month subsequent to written notifications by B2E to Customer, B2E reserves the right to terminate the Agreement without any liability to B2E and without prejudice to any other rights B2E may have to claim whatsoever damages from Customer as a result of such termination.

4. OPERATING SYSTEM SOFTWARE (IF SELECTED IN THE APPLICATION FORM)

4.1 B2E shall supply and install the Operating System Software in accordance with the specifications agreed upon between B2E and Customer. For that purpose, Customer agrees to supply B2E with all the relevant information and cooperation required to enable B2E to perform the installation.

4.2 The Operating System Software is provided by B2E in accordance with the inherent software license agreement attached to the applicable Operating System Software and subject to the provisions of this clause 4. Customer will acquire such rights to the Operating System Software, as allowed by such licenses.

4.3 Customer acknowledges that B2E will only install the Operating System Software listed in the Application Form. The support relating to such Operating System Software remains Customer's responsibility.

4.4 B2E will in its sole discretion, and without being under any obligation to do so, maintain and/or upgrade the Operating Software supplied and installed in terms of clause 4.1, which will include any patches, updates, security updates/patches of whatever nature. Customer herewith authorises B2E to implement any of the above, as and when it deems fit. Although B2E will use its reasonable endeavours not to affect the Premium Virtual Server Services or the hosting of any content, application and/or data of whatsoever nature, B2E 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. SOFTWARE

5.1 B2E does not warrant and/or guarantee that any software, database and/or application required by Customer will function in the Virtual Environment.

5.2 Customer acknowledges that B2E shall not be held responsible for any Unsupported Software installed on the Virtual Server and such Unsupported Software, where allowed by B2E, is installed at Customer's sole risk and responsibility. B2E expressly disclaims any direct, indirect, incidental, special, punitive or consequential losses or damages suffered by B2E, any of its other customers or Customer or which any party may suffer as a result of installation of such Unsupported Software.

5.3 The licensing of all such installed Unsupported Software shall be the sole responsibility of Customer. Customer warrants that all installed Unsupported Software as contemplated in clause 5.2 above is and will remain licensed properly according to relevant vendors' license agreements.

5.4 Customer further warrants that all licenses of installed Unsupported Software are valid and up to date and Customer shall ensure that all such licenses are renewed timeously to ensure that it remains valid licenses.

5.5 Customer will be solely responsible for all the maintenance and/or upgrades of the Unsupported Software, which will include any patches, updates and security updates/patches of whatever nature installed in terms of clause 5.2.

5.6 Customer shall at all times fully comply with the relevant vendor's software license agreements and any other relevant terms and conditions.

5.7 Customer hereby indemnifies and holds B2E harmless against any claims arising as a result of (i) any unlicensed software used by Customer, (ii) Customer's non-compliance with relevant vendor terms and conditions in relation to software, (iii) improper installation of software, (iv) being in possession of invalid software licenses (including but not limited to expired licenses), (v) unauthorized use, access, copying, upgrades, patches, reimaging, reproduction and/or distribution of software, or (vi) Customer's including its employees', agents', and/or contractors' continued distribution of an allegedly infringing software after B2E has notified Customer in writing to discontinue such infringement.

5.8 Customer agrees that Customer shall be liable to B2E for the payment of all damages, fines, costs, expenses, interest, including any attorney fees incurred or that may be incurred by B2E as a result of any of the aforesaid actions or omissions contemplated in this clause 5.

5.9 Customer agrees that B2E (or a software vendor) may carry out routine checks and/or audits to validate any software license agreements entered into with any vendor. Should any vendor audit result in penalties or fines being levied against B2E as a result of the conduct of Customer, then Customer will pay any such fines or penalties or any other costs or damages B2E may suffer as a result of such negative audit.

5.10 Customer agrees to make available for inspection by B2E all documentation related to licenses, such as tax invoices, receipts and licenses upon reasonable written request by B2E.

6. SPLA SOFTWARE (IF SELECTED IN THE APPLICATION FORM)

6.1 B2E shall:

6.1.1 rent the SPLA Software to Customer in accordance with the provisions of the Microsoft End User License terms from time to time (a copy of the latest terms are set out in clause 9 below) and the Premium Virtual Server Services Product Terms, which Customer agrees to be bound by;

6.1.2 only install the SPLA Software on the Computer System if Customer has selected this option in the Application Form;

6.1.3 manage the maintenance and upgrade of the SPLA Software on Customer's behalf.

6.2 Customer's use of the SPLA Software shall be in accordance with the provisions of clause 9 below.

6.3 The SPLA Software is never owned by Customer, but licensed to Customer for the duration of Premium Virtual Server Services Product Terms through an arrangement that Microsoft Corporation has with B2E.

6.4 Customer shall be bound by the terms and conditions related to the SPLA Software, which are contained in clause 9 below.

6.5 Upon termination of the Premium Virtual Server Services, Customer's right to access and use the SPLA will automatically terminate.

6.6 Where B2E is not installing and managing the SPLA Software on Customer's behalf, Customer shall indemnify and hold B2E and Microsoft harmless from any claims arising as a result of: (i) improper installation of the SPLA Software on the Virtual Server; (ii) any software virus introduced by Customer; (iii) Customer's including his/her/its employees, agents and/or contractor's breach of the provisions of this Agreement; (iv) unauthorised installation, use, access, copying, reproduction and/or distribution of the SPLA Software. In addition, Customer shall be liable to

B2E and/or Microsoft Corporation for all damages, costs and expenses, including reasonable attorneys' fees, resulting from Customer's including his/her/its employees, agents and/or contractor's continued distribution of an allegedly infringing SPLA Software after B2E has notified Customer in writing to stop.

7 EFFECTS OF TERMINATION

7.1 In the event of termination of the Premium Virtual Server Services, Customer's access to the Virtual Environment will cease upon the date of termination and Customer is responsible for ensuring that the Customer Data is retrieved from B2E within 30 days prior to the effective date of termination, failing which, all Customer Data will be deleted.

7.2 Customer will not be granted physical access to the Virtual Environment and will need to remotely copy their all Customer Data from his/hers/its Virtual Server/s.

7.3 The retrieved Customer Data will only be readable and/or accessible provided that a Virtual Environment is utilized.

8 MICROSOFT END USER LICENCE FOR SPLA SOFTWARE (IF SUBSCRIBED TO)

8.1 Customer acknowledges that: (i) B2E is duly appointed to license certain Microsoft software products to Customer in terms of a Microsoft Service Provider License Agreement entered into with the Microsoft Corporation; (ii) if Customer has selected any SPLA Software to be rented to it by B2E, the terms and conditions set out below will apply to the rental of such Microsoft software products to Customer. These are the Microsoft Terms and Conditions: "TERMS AND CONDITIONS REGARDING USE OF MICROSOFT SPLA SOFTWARE" This document concerns your use of Microsoft software, which includes computer software provided to you by B2E as described below, and may include associated media, printed media, an "online" or electronic documentation (individually and collectively "Licensed Products"). B2E does not own the Licensed Products and the use thereof is subject to certain rights and limitations of which B2E needs to inform you. Your right to use the Licensed Products is subject to your Agreement with B2E, and to your understanding of, compliance with and consent to the following terms and conditions, which B2E does not have authority to vary, alter or amend.



Terms Relating to Licensing and Software

1. DEFINITIONS

“Client Software” means software that allows a Device to access or utilise the services or functionality provided by the Server Software. “Device” means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, “smart phone,” or electronic device. “Server Software” means software that provides services or functionality on a computer acting as a Server. “Software Documentation” means any end user document included with server software; “Redistribution Software” means the software described in Paragraph 4 (“Use of Redistribution Software”) below.

2. **OWNERSHIP OF LICENSED PRODUCTS.** The Licensed Products are licensed to B2E from an affiliate of the Microsoft Corporation (“Microsoft”). All intellectual property rights in and to the Licensed Products (and the constituent elements thereof, including but not limited to any images, photographs, animations, video, audio, music text and “applets” incorporated into the Licensed Products) are owned by Microsoft or its suppliers. The Licensed Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the Licensed Products does not transfer any ownership of the Licensed Products or any intellectual property rights to you.

3. **USE OF CLIENT SOFTWARE.** You may use the Client Software installed on your Devices by B2E only in accordance with the instructions, and only in connection with the services, provided to you by B2E. The terms of this document permanently and irrevocably supersede the terms of any Microsoft End User License Agreement that may be presented in electronic form during your use of the Client Software.

4. **USE OF REDISTRIBUTION SOFTWARE.** In connection with the services provided to you by B2E, you may have access to certain “sample”, “redistributable” and/or software development (“SDK”) software code and tools (individually and collectively “Redistribution Software”). YOU MAY NOT USE, MODIFY, COPY, AND/OR DISTRIBUTE ANY REDISTRIBUTION SOFTWARE UNLESS YOU EXPRESSLY AGREE TO AND COMPLY WITH CERTAIN ADDITIONAL TERMS CONTAINED IN THE SERVICES PROVIDER USE RIGHTS (“SPUR”) APPLICABLE TO B2E, WHICH TERMS MUST BE PROVIDED TO YOU BY B2E. Microsoft does not permit you to use any Redistribution Software unless you expressly agree to and comply with such additional terms, as provided to you by B2E.

5. **COPIES.** You may not make copies of the Licensed Products, provided however, that you may (a) make one (1) copy of Client Software on your Device as expressly

authorised by B2E; and (b) you make copies of certain Redistribution Software in accordance with Paragraph 4 (Use of Redistribution Software). You must erase or destroy all such Client Software and/or Redistribution Software upon termination or cancellation of your agreement with B2E, upon notice from B2E or upon transfer of your Device to another person or entity, whichever first occurs. You may not copy any printed materials accompanying the Licensed Products.

6. **LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION AND DISASSEMBLY.** You may not reverse engineer, decompile, or disassemble the Licensed Products, except and only to the extent that applicable law, notwithstanding this limitation expressly permits such activity.

7. **NO RENTAL.** You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the Licensed Products to any third party, and you may not permit any third party to have access to and/or use the functionality of the Licensed Products except for the sole purpose of accessing the functionality of the Licensed Products in the form of software services in accordance with the terms of this agreement and any agreement between you and B2E.

7. **TERMINATION.** Without prejudice to any other rights, B2E may terminate your rights to use the Licensed Products if you fail to comply with these terms and conditions. In the event of termination or cancellation of your agreement with B2E or B2E’s agreement with Microsoft under which the Licensed Products are licensed, you must stop using and/or accessing the Licensed Products, and destroy all copies of the Licensed Products and all of its component parts.

9. **NO WARRANTIES, LIABILITIES OR REMEDIES BY MICROSOFT.** ANY WARRANTIES, LIABILITY FOR DAMAGES AND REMEDIES, IF ANY, ARE PROVIDED SOLELY BY B2E AND NOT BY MICROSOFT OR ITS AFFILIATES OR SUBSIDIARIES.

10. **PRODUCT SUPPORT.** Any support for the Licensed Products is provided to you by B2E and is not provided by Microsoft or its affiliates or subsidiaries.



11. NOT FAULT TOLERANT. THE LICENSED PRODUCTS MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE LICENSED PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE.

12. EXPORT RESTRICTIONS. The Licensed Products are of U.S. origin for purposes of U.S export control laws. You agree to comply with all applicable international and U.S. laws that apply to the Licensed Products, including the U.S. Export Administration Regulations, as well as end user, end use and destination restrictions issued by the U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/>.

13. LIABILITY FOR BREACH. In addition to any liability you may have to B2E, you agree that you will also be legally responsible directly to Microsoft for any breach of these terms and conditions.”

Date: _____

Full Name: _____

Customers Signature: _____

Designation: _____