

Service Terms

Part A: General Terms

1. SERVICES

- 1.1. Irontree Internet Services Proprietary Limited ("**IronTree**") shall provide the services as ordered by the Customer ("**Services**") in accordance with the terms and conditions set out in Part A, referring to these general terms and Part B, referring to the service-specific terms applicable to the extent that a Customer has ordered such service ("**Terms**"). Part A and Part B shall be read together and in case of a clear and express conflict, Part A shall take precedence.
- 1.2. By using the Services, the Customer as the Customer ("**Customer**") agree to abide by these Terms and these are the Terms on which IronTree shall provide the Services
- 1.3. **Duration:** These Terms commence on the earliest of the date on which the Customer (a) accepts a quotation or order, (b) requests the Services in writing (including by email), or (c) first uses the Services (the "**Commencement Date**"). The Services will commence once IronTree has activated the relevant Services and any payment arrangement required by IronTree (whether by debit order mandate, card authorisation, electronic funds transfer or other agreed method) is in place (the "**Go Live Date**"). Unless a fixed period is stated in the accepted quotation, order or schedule of services, these Terms continue on a month-to-month basis, subject to the termination rights in these Terms. Either Party may terminate these Terms on not less than one calendar month's written notice, with termination taking effect on the last day of the calendar month following the month in which notice is given. Where a fixed period is stated, these Terms continue for that period and thereafter on a month-to-month basis unless terminated. "**Term**" refers to the period of these Terms.
- 1.4. **Services:** Subject to the payment of the Fees and on these Terms, IronTree hereby grants to the Customer for the Term only on a subscription basis a limited non-exclusive, non-transferable and non-sub-licensable licence to use the Services ("**Subscription**"), for its own internal business purposes.
- 1.5. **Compatibility/Integration:** IronTree will not be responsible for the compatibility/integration of the Customer's infrastructure with the Services, unless specifically costed for and paid for and then only as a once-off and not an ongoing responsibility.
- 1.6. **Service Availability:**
 - 1.6.1. Service Availability is based on the overall environment and not measured against a Customer's individual Services. The Customer may refer to IronTree's status page on <https://status.irontree.co.za> to view the current service availability and sign up for notifications.
 - 1.6.2. IronTree will communicate with the customers on IronTree's status page (<https://status.irontree.co.za>) in the event of Service downtime occurring due to the following circumstances: scheduled downtime for maintenance and/or software updates/patches; scheduled infrastructure upgrades and/or maintenance; unscheduled infrastructure upgrades and/or maintenance. IronTree will endeavour that such downtime occurs outside of the business hours.
 - 1.6.3. IronTree is entitled to perform emergency maintenance on the Services, without prior notice to the Customer should IronTree determine at its sole discretion that it is necessary to do so and even if doing so causes downtime of the Services.
 - 1.6.4. IronTree may shut down any portion of the Services affected by a denial-of-service (DoS) attack or similar such threat on any of the Customer's hosted servers.
 - 1.6.5. Service Availability does not apply to Service interruptions caused by: (1) periodic scheduled maintenance or repairs IronTree may undertake from time to time; (2) interruptions caused by the Customer from



custom scripting, coding or the installation of third-party applications; (3) causes beyond IronTree's control or that are not reasonably foreseeable; and (4) outages related to the reliability of certain programming environments.

1.6.6. No service-level guarantee, uptime commitment or service credit applies under these Terms unless expressly set out in a signed service schedule.

1.7. **Third-Party Services:** IronTree's business partners, including any third parties with which the Services have integrations or that are retained by Customer to provide consulting services, implementation services or applications that interact with the Services, are independent of IronTree and are not IronTree's agents. IronTree is not liable for, bound by, or responsible for any problems with the Services or Customer's data arising due to any acts or omissions of any such business partner, unless the business partner or third party is providing Services as IronTree's subcontractor on an engagement specifically ordered for the Customer and, if so, then only to the same extent as IronTree would be responsible for under these Terms.

1.8. **Third-Party Software terms:** To the extent that IronTree is not the author of all or any portion of the software used in the Services ("**Third-Party Software**"), then that portion of the Software will be subject to that third party's terms, conditions and licenses, which are available by IronTree upon request and are made a part of and incorporated by reference into these Terms. By accepting the Services, the Customer is also accepting the additional terms, conditions and licenses as set out therein. To the extent required by the Third-Party Software providers, the Customer shall execute and comply with appropriate purchase, license, or services agreements with respect to any Third-Party Software. It is recorded that that the Third-Party Software provider's terms and conditions may be amended from time to time.

1.9. To the extent of any inconsistency and/or conflict between these Terms and the Third-Party Software provider's terms and conditions, then the terms and conditions of the Third-Party Software provider shall prevail in respect of the Third-Party Software only and only to the extent of such inconsistency.

2. FEES

2.1. **Fees:** An irrevocable fee ("**Fees**") is payable in advance at the commencement of each month. The Fees and the intervals for payment are set out in the accepted quotation, order, schedule of services or onboarding documents. IronTree may increase the Fees annually on not less than 30 (thirty) days' written notice to the Customer. All Fees are exclusive of VAT. The Customer consents to the receipt of tax invoices and statements in electronic form.

2.2. **Payment Methods:** The Customer shall pay the Fees by the method required or agreed by IronTree from time to time, which may include debit order, card authorisation or electronic funds transfer. Where IronTree requires payment by debit order, the Customer shall sign the necessary debit order mandate. Any change to the bank account or payment details must be notified to IronTree immediately, and if a payment fails, the Customer will remain liable to pay the Fees and IronTree shall be entitled to charge reasonable administrative costs as a result of such default.

2.3. **Additional Services:** Any fees for additional Services which may be agreed from time to time will be set out in a further quotation or agreement.

2.4. **Payment terms:** Fees paid by debit order will be collected on the agreed collection date; Fees paid by any other method are due within 7 (seven) days of the invoice date. The Customer must notify IronTree in writing of any invoice, or debit order dispute within 5 (five) business days of the invoice date or the debit order deduction, failing which the invoice and/or payment, as applicable, will be deemed correct and payable in full.

2.5. **Suspension:** Without prejudice to any other rights IronTree may have, failing to make payment on due date will result in the Services being powered off, in IronTree's sole discretion, without liability, and the Customer will not have access thereto until all amounts are paid in full.

2.6. **Other Increases:** IronTree may adjust the Fees during the Term due to any changes made by OEM Vendors, third party service providers, or as influenced by foreign exchange rates.



2.7. **Late Interest:** Without prejudice to any other right or remedy that IronTree may have, late payments may, in the discretion of IronTree, bear interest at the rate of 2% per month (or the highest rate permitted by law, if less) from the payment due date until paid is made in full. The Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by IronTree in collecting such delinquent amounts.

2.8. This clause shall survive termination.

3. CUSTOMER OBLIGATIONS

The Customer agrees to the following:

- 3.1. Make payment to IronTree as described in Clause 2. Any changes to its banking account or contact information must be communicated to IronTree in writing immediately.
- 3.2. Provide IronTree with the necessary cooperation, materials, information, access, and support as needed, without delay, to enable IronTree to provide the Services.
- 3.3. Ensure that it and any content uploaded to the Services complies with all laws and regulations. IronTree has the right to remove any content it deems illegal or prohibited.
- 3.4. Once IronTree provides the Customer with passwords and/or encryption keys for accessing the Services, the Customer is responsible for keeping them secure and ensuring only authorized users can access them. IronTree is not responsible for any loss due to the Customer's failure to protect the passwords/ encryption keys or follow security alerts. If the Customer suspects a security breach, they must contact IronTree immediately. In respect of back-up consoles' IronTree recommends that all passwords use the two-factor authentication.
- 3.5. Ensure that they have proper and secure information systems in place at all times.
- 3.6. Provide remote access to the Customer's infrastructure if needed by IronTree to meet its obligations under these Terms.
- 3.7. Understand that IronTree's ability to provide Services depends on the Customer providing timely cooperation, materials, information, access, and support. Any delays may lead to delays in the Services and could result in additional costs that IronTree may charge the Customer on a time-and-materials basis.
- 3.8. The Customer remains responsible for periodically testing the restoration of its backed-up data to verify that backups are recoverable and suitable for its business requirements.
- 3.9. **EXCEPT FOR A SERVICE THAT EXPRESSLY INCLUDES A BACKUP AS PART OF ITS SCOPE (SEE PART B.1 FOR MANAGED PLANS AND PART B.2 FOR THE BACKUP SERVICES), THE COMPANY DOES NOT BACK UP THE APPLICATIONS, SOFTWARE, CONFIGURATIONS, WEBSITES, DATABASES, FILES AND DATA THAT A CUSTOMER INSTALLS, RUNS, STORES OR PROCESSES THROUGH A SERVICE (REFERRED TO AS "CUSTOMER CONTENT") AND THE CUSTOMER IS SOLELY RESPONSIBLE FOR MAINTAINING ITS OWN BACKUPS.**
- 3.10. **WHERE A SERVICE DOES INCLUDE A BACKUP, THE SCOPE OF WHAT IS PROTECTED, FREQUENCY AND RETENTION ARE AS SET OUT IN THE CUSTOMER'S PLAN IN THE BACKUP PLATFORM . THE CUSTOMER REMAINS RESPONSIBLE FOR VERIFYING THAT THE BACKED-UP DATA MEETS ITS NEEDS AND FOR CONFIRMING, FROM TIME TO TIME, THAT RESTORES ARE POSSIBLE.**
- 3.11. **The Customer must comply with IronTree's acceptable use policy on its website.**
- 3.12. The Customer shall maintain all software licences, operating systems and third-party applications required for the proper operation of its own systems unless such licences or software are expressly included as part of the Services.
- 3.13. The Customer shall keep its own operating systems, software and applications current, patched and vendor-supported. IronTree is not liable for any failure, degradation or security incident arising from the Customer's use of out-of-date or unsupported systems.



3.14. The Customer shall maintain its own independent backup copies of critical data and shall not rely on the Services as its sole copy.

4. WARRANTIES AND LIABILITY – PLEASE READ THIS CAREFULLY AND KNOW YOUR RIGHTS

- 4.1. EXCEPT AS SPECIFIED IN THE TERMS AND AS EXCEPT AS REQUIRED BY LAW, THE COMPANY MAKES NO WARRANTIES AND HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT. THE CUSTOMER MUST NOTIFY THE COMPANY IN WRITING PROMPTLY OF ANY CLAIMED BREACH OF ANY WARRANTIES AS SOON AS POSSIBLE BUT NOT LATER THAN 60 DAYS AFTER IT BECOMES AWARE. THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE, AT THE COMPANY'S OPTION, CORRECTION OF THE CLOUD SERVICES, OR TERMINATION OF THE APPLICABLE CLOUD SERVICES AND RETURN OF THE UNEARNED PORTION OF THE FEES PREPAID TO THE COMPANY BY THE CUSTOMER FOR SUCH NON-CONFORMING CLOUD SERVICES
- 4.2. IronTree and its licensors do not warrant that (a) the Services will meet the Customer's needs or requirements, (b) access to or the operation of the Services will be uninterrupted or error-free, (c) the Services will be always available or available at any particular time, or (d) defects in the Services will be corrected timeously.
- 4.3. Whilst IronTree shall use commercially reasonable endeavours to ensure that the Services are free from infection, viruses and/or any other software code that has contaminating or destructive properties, the Services are provided "as is".
- 4.4. Excused Performance: IronTree will be excused from the failure to perform an obligation or meet any warranty hereunder or any damages, liability or losses, if and to the extent it is beyond the reasonable control of IronTree (i.e. a force majeure event), or where such failure is caused by or attributable to: (i) any actions or omissions of the Customer or a third party (ii) the Customer failing to comply with the reasonable and necessary directions of IronTree in relation to the Services; iii) Customer's own internet connections, Infrastructure, environment or systems, including, without limitation, non-compatibility; iv) any of the Customer's third party software or hardware; v) the restore or resolution of an incident is dependent on the procurement of new hardware or software for the Customer; vi) non-receipt of an email from the Customer regarding any issue, and notwithstanding the foregoing, IronTree shall continue to use commercially reasonable efforts to perform and to minimize the impact of such failure, to the extent it is able to.
- 4.5. NOTWITHSTANDING ANYTHING ELSE HEREIN, THE MAXIMUM AGGREGATE LIABILITY OF THE COMPANY, ITS SUPPLIERS OR ITS SUBCONTRACTORS FOR WHATSOEVER CAUSE AND HOWSOEVER ARISING SHALL BE LIMITED TO THE MONEY ACTUALLY PAID BY CUSTOMER DURING THE THREE (3) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT HOWEVER, THE FOREGOING SHALL NOT LIMIT CUSTOMER'S OBLIGATION TO PAY THE CUSTOMER ANY AMOUNTS DUE UNDER THIS ANNEXURE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR DELICT AND REGARDLESS OF THE LIABILITY, BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES" SECTION ABOVE.
- 4.6. IN NO EVENT SHALL THE COMPANY, ITS SUPPLIERS AND ITS SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOST REVENUE, LOST PROFITS, LOST OR DAMAGED DATA (where the Customer has not selected a correct data back-up Service), INTERRUPTION OF BUSINESS, LOST OPPORTUNITY, LOSS OF GOODWILL OR LOSS OF REPUTATION WHETHER ARISING IN CONTRACT, DELICT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF.
- 4.7. IronTree shall not be responsible for unauthorized access to or alteration of transmissions or data, any material or data sent or received or not sent or received, or any transactions or agreements entered into through the use of the Service.



- 4.8. The Customer is solely and exclusively responsible for the selection of data to backup and for verifying that the correct data is being backed up on an on-going basis. Any actions of our agents in selecting data will be deemed to have been on instruction from the Customer and in providing assistance to the Customer in setting up a valid back up selection.
- 4.9. The Customer is entirely responsible for any loss or damage it may suffer as a result of not maintaining confidentiality of access to its IronTree Cloud account.
- 4.10. The Customer specifically agrees that IronTree is not responsible for any content or data sent using and/or included in the Service. IronTree shall back up and store the data uploaded to IronTree storage platform in the condition in which it is uploaded (encrypted and password protected). For the avoidance of doubt – any data which is incomplete, infected with a virus or has any other defect, will be encrypted with all defects, compressed and transmitted to IronTree platform. In the event that data is required to be restored to the client, the data will be restored in the same condition, i.e. any defective or corrupt data will be restored to the client computer.
- 4.11. This clause shall survive termination.

5. TERMINATION AND BREACH

- 5.1. **By IronTree:** IronTree shall be entitled (in its sole discretion) to terminate or suspend the any or all part of the Services and/or these Terms forthwith by written notice to the Customer, and without prejudice to its rights and remedies, If the Customer:
- 5.1.1. fails to make payment of any amounts owing to IronTree on due date;
- 5.1.2. commits any other breach of the terms of these Terms and, if remediable, fails to remedy such breach within 5 days of written demand; and/or
- 5.1.3. goes into liquidation (whether final or provisional), is financially distressed (as defined in the Companies Act, 2008) , its liabilities exceeds its assets, or it has a business rescue practitioner appointed over any part of its assets, or if the Customer was an individual, commits any act of insolvency, or it repudiates any part of these Terms.
- 5.2. **Sunset:** If IronTree or a Third-Party Service Provider discontinues and/or terminates any Service or part thereof for whatsoever reason, then IronTree shall provide the Customer with written notice of such discontinuation as soon as reasonably practicable, and IronTree shall be permitted, without liability, at its sole election to, either terminate the use and license of only that portion of the Services, or replace that portion of the Services with software and/or services which provides similar services and/or functions. If a substitution results in an increase of costs to IronTree or prices from a third party provider then IronTree may increase the fees proportionately as agreed with the Customer (acting reasonably).
- 5.3. **Consequences of Termination:** Upon termination, the Customer will cease to use the Services and shall forthwith return all documentation supplied by IronTree to it and shall pay all outstanding fees on demand.
- 5.4. On termination, for whatsoever reason, the Customer will no longer have access to the Services, and the Customer must ensure it has downloaded and/or migrated all of its data to its own systems and/or another service provider. Unless otherwise agreed in writing, IronTree may permanently delete all Customer Data on the termination date. Prior to any termination date the Customer may request retrieval of its data, which may be subject to IronTree's standard fees. If the Customer requests in writing retention beyond that period (and IronTree agrees thereto in writing), the Customer is responsible for all storage costs, and these Terms remain in force until the data is removed.

6. INTELLECTUAL PROPERTY

- 6.1. Any intellectual property owned by a party will stay with that party.
- 6.2. All Services are licensed, not sold, to the Customer. All rights to the Services, and any work or modifications created by IronTree remain the exclusive property of IronTree or its licensors. The Customer cannot resell, sub-license, or transfer the Services or any rights under these Terms to third parties. The Customer must



ensure the Services and related systems are secure and that third parties do not access them without permission.

- 6.3. The Customer must not copy, modify, reverse engineer, or distribute any part of the Services, and must not bypass security or access the source code.
- 6.4. The Customer must ensure that any software, equipment, or materials used with the Services, including third-party components, are connected and used according to IronTree's or relevant third-party instructions.
- 6.5. If a third party claims that the Services infringes their intellectual property rights, IronTree can:
 - 6.5.1. Modify the Services to avoid infringement without affecting performance;
 - 6.5.2. Replace the Services with a non-infringing version; or
 - 6.5.3. Terminate the Services if no alternatives are available.
- 6.6. IronTree will indemnify the Customer for any costs and losses finally awarded from an IP claim, provided the Customer:
 - 6.6.1. Uses the Services as authorized;
 - 6.6.2. Notifies IronTree of the claim immediately and follows their instructions;
 - 6.6.3. Does not admit to or settle the claim;
 - 6.6.4. Lets IronTree handle the dispute and all negotiations;
 - 6.6.5. Provides reasonable assistance (with expenses covered by IronTree).
- 6.7. IronTree is not liable for IP claims if the claim arises from the Customer using third-party software or combining the Software with other software or data not supplied by IronTree.
- 6.8. This is IronTree's full liability for any IP infringement related to the Services.
- 6.9. To the fullest extent allowed by law, the Customer agrees to indemnify IronTree for any liabilities, costs, or losses arising from:
 - 6.9.1. Claims against IronTree due to the Customer's breach of the license,
 - 6.9.2. IronTree's compliance with the Customer's instructions or requirements,
 - 6.9.3. The Customer's breach of applicable laws or agreement terms.
- 6.10. The Customer grants IronTree limited rights to use their data or materials (Customer Content) solely for providing the Services. The Customer retains ownership and Intellectual Property Rights of the Customer Content.
- 6.11. This clause shall survive termination.

7. DATA PROTECTION AND CONFIDENTIALITY

- 7.1. Capitalised terms used in this clause, unless otherwise defined, shall bear their meaning in terms of the Protection of Personal Information Act, 2013 ("POPIA").
- 7.2. By either party submitting any Personal Information to the other, the disclosing party unconditionally and voluntarily, consents to the processing of the submitted personal information for the following purposes:
 - 7.2.1. to conclude and fulfil these Terms, including to provide to IronTree's service providers who require this information to provide services to the Customer and to IronTree's affiliates who form part of the group.
 - 7.2.2. to make payment that may be due and payable in terms of the contract.



- 7.2.3. for record keeping, and as may be required by law from time to time
- 7.3. The Parties agree and consent that its Personal Information may be Processed by, or on behalf of either of the Party for the purposes set out above.
- 7.4. The Parties shall at all times comply with its obligations and procure that each of its affiliates comply with their obligations under POPIA.
- 7.5. To the extent that the performance of IronTree's obligations, and any ancillary activities, under these Terms, involves Processing Personal Information, IronTree acting as an "operator" shall, subject to Applicable Law:
- 7.5.1. notify the Customer as soon as reasonably possible of any requests received from a Data Subject exercising their rights under POPIA and, taking into account the nature of the Processing, assist the Customer, by taking appropriate technical and organisational measures, insofar as this is possible, with fulfilling its obligations in respect of Data Subject's rights under POPIA, including assisting the Customer in the Customer responding to any Data Subject access requests to, rectification, erasure or portability of Personal Information, or for restriction of Processing or objections to Processing of Personal Information. All such assistance shall be charged at IronTree's standard prevailing fees at the time of such request;
- 7.5.2. take all reasonable security measures required in accordance with POPIA, including appropriate and reasonable technical and organisational measures to protect the Personal Information against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Information transmitted stored and/or otherwise Processed;
- 7.5.3. promptly inform the Customer of becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Data Subject's Personal information transmitted, stored or otherwise Processed.
- 7.6. IronTree will not be responsible for any failure by the Customer to obtain all consents, delete, change, or provide any Personal Information to any Data Subject upon request or failure to pass on to IronTree any request made by a Data Subject to delete, change or provide them with their Personal Information.
- 7.7. It is the Customer's responsibility to ensure that Personal Information is not retained by IronTree (on behalf of the Customer) for any period in excess of that required in terms of Data Protection Legislation.
- 7.8. The Customer acknowledges and agrees that IronTree may use automated processing technologies, including artificial intelligence tools, in providing the Services, including for document classification, indexing, metadata extraction and related records management functions.
- 7.9. IronTree shall use such technologies only for purposes of providing the Services and shall implement reasonable safeguards to protect Personal Information processed through such technologies.
- 7.10. The Customer consents to the use of such technologies and confirms that it has obtained any necessary authorisations and consents required by applicable law.
- 7.11. The Customer acknowledges that the use of automated processing technologies forms part of the Services and that, despite reasonable safeguards, all information systems carry inherent operational and security risks.
- 7.12. The Customer indemnifies IronTree against any claims that may be made against IronTree, including any penalties that may be imposed by any Governmental Authority, arising out of the Customer's failure to comply with Data Protection Legislation or the foregoing provisions, or the provision of the Services by IronTree to the Customer.
- 7.13. Each Party shall keep confidential all non-public information received from the other Party and shall not use or disclose such information except for purposes of these Terms. A Party may disclose confidential information to its employees, contractors and professional advisers who need to know it for purposes of these Terms. This obligation does not apply to information that is public, already known to the receiving Party, lawfully received from a third party, or required to be disclosed by law. Each Party shall promptly notify the other of any unauthorised disclosure of confidential information.



7.14. This clause shall survive termination.

8. NOTICES

- 8.1. Any notice, demand or other communication required or permitted to be given under these Terms ("Notice") must be **in writing** and delivered to the Parties at the addresses and/or email addresses, in the case of the Customer, the onboarding documents, and in the case of IronTree, its registered address (or such other address/email address as a Party may notify the other in writing from time to time). A Notice may be delivered by hand, courier or email, **provided that** clause 8.3 is complied with. Notice delivered by hand will be deemed received on the date of delivery.
- 8.2. A Notice delivered by email will be deemed received on the first business day after transmission, **provided that** it is not returned as undeliverable or rejected by the recipient's mail server. Notwithstanding the above, any notice given in writing, and actually received by a Party's authorised representatives, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.
- 8.3. It is specifically recorded that whilst IronTree and the Customer may correspond via e-mail for operational reasons, no formal legal notice nor any amendments to these Terms will be of any force and effect, if communicated recorded in the body of an email, unless it is recorded in a **separate written document** delivered in accordance with clause 8.1.

9. MISCELLANEOUS

- 9.1. IronTree is entitled to sub-contract all or any of its obligations to the Customer hereunder to third party service providers and may in the course of rendering the services to the Customer, at its discretion contract with temporary or fixed term contractors and persons appointed under learnerships.
- 9.2. These Terms may not be ceded by the Customer to any other party. IronTree may cede these terms to any third party.
- 9.3. These Terms shall be governed by and interpreted in accordance with the laws of South Africa and both Parties submit to the exclusive jurisdiction of the South African courts.
- 9.4. The Customer agrees that no joint venture, partnership, employment, or agency relationship exists between the Customer and IronTree as a result of these Terms or use of the Service.
- 9.5. IronTree's performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of IronTree's right to comply with governmental, court and law enforcement requests.
- 9.6. A failure or delay by IronTree to exercise any right or remedy provided under these Terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms or by law shall prevent or restrict the further exercise of that or any other right or remedy by IronTree.
- 9.7. The provisions of these Terms are severable and the invalidity of any one or more of such provisions will in no way affect the validity of the remaining provisions.
- 9.8. The Customer will pay all legal costs, as between attorney and own client, incurred by IronTree as a result of any breach hereof by the Customer.
- 9.9. The rule of interpretation that a contract, or any part of a contract, is to be interpreted against the Party responsible for the drafting or preparation of the contract, shall not apply.
- 9.10. Unless otherwise specified herein, these Terms, constitutes the entire agreement between the parties with respect to the Service and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the parties with respect to the Service, unless expressly referenced. IronTree may update these Terms from time to time by giving the Customer 30 days' written notice. If the



Customer reasonably objects to the changes, it may terminate the Services by giving written notice within that 30-day period. If the Customer does not terminate within that period, the updated terms will apply and will be binding from the end of the 30 days. No other change, waiver or modification to these Terms is valid unless agreed in writing and signed by both Parties.

9.11. The provisions of these Terms shall be binding upon the successors-in-title and assigns of the Parties.

9.12. The expiration or termination of these Terms shall not affect such of the provisions of these Terms as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

9.13. The clause headings in these Terms are solely used for the convenience of the parties and have no legal or contractual significance.

PART B: SERVICE-SPECIFIC TERMS

Capitalised terms used but not defined in this Part B shall have the meaning given to them in Part A.

1. VPS Hosting

1.1. **Plans.** IronTree provides VPS Hosting on either a Managed Plan or an Unmanaged Plan:

1.1.1. **“Managed Plan”** means the M-series and A-series plans, where IronTree manages the operating-system layer (including patching, backups, endpoint protection and VPN) as set out below.

1.1.2. **“Unmanaged Plan”** means the C-series (CPU-optimised Linux), R-series (RAM-optimised Linux) and G-series (general Windows) plans, where the Customer manages the operating-system layer and everything above it.

1.2. Each VPS is a virtual machine on IronTree’s KVM platform, on Windows or Linux (or an operating-system image the Customer supplies), with the resources set out for the Customer’s plan.

1.3. **Shared responsibility.**

Responsibility	Managed Plan (M / A series)	Unmanaged Plan (C / R / G series)
Physical hosts, hypervisor, host network, power/cooling	IronTree	IronTree
Provisioning the VPS and its allocated resources	IronTree	IronTree
Installing the base operating system	IronTree	IronTree
Operating-system patching and updates	IronTree	The Customer
Operating-system security baseline / hardening	IronTree	The Customer
VPN provisioning and management (where included)	IronTree	The Customer
Backups of the VPS	IronTree (as set out in the Customer plan)	The Customer
Endpoint protection (EDR)	IronTree (included)	The Customer (available as an add-on)



Responsibility	Managed Plan (M / A series)	Unmanaged Plan (C / R / G series)
Platform-level firewall / network edge	IronTree	IronTree
Firewall configuration inside the VPS	Shared: IronTree on the OS, the Customer on the Customer applications	The Customer
Applications, websites, databases the Customer install	The Customer	The Customer
Patching and securing the Customer applications	The Customer	The Customer
Access credentials and user accounts inside the VPS	The Customer	The Customer
The Customer data on the VPS	The Customer	The Customer
Not introducing malicious code	The Customer	The Customer
Lawful and acceptable use of the VPS	The Customer	The Customer
Application and service monitoring	The Customer	The Customer
Platform availability monitoring	IronTree	IronTree

- 1.4. **The bottom line.** A Managed Plan means IronTree looks after the operating system and the platform underneath the Customer VPS: patching it, backing it up, providing endpoint protection, and managing the VPN if elected by the Customer. It does not mean IronTree is responsible for, or liable for, what the Customer runs on top of it. On every plan the Customer remains responsible for the Customer applications, the Customer credentials, the Customer lawful use, and for not introducing malicious code such as ransomware.
- 1.5. **Backups.** On Managed Plans, IronTree provides managed backups of the VPS using a third-party product or service that IronTree uses to deliver all or part of a Service (for example the backup or security platforms underpinning certain Services) ("**Third-Party Platform**"), scaled to the Customer package (clause 3.10 of Part A applies). On Unmanaged Plans, the VPS is not backed up and clause 3.9 of Part A applies; a backup product can be added.
- 1.6. **IP addresses.** IP addresses allocated or reserved for the Customer VPS are assigned for use with the VPS Service only, remain under IronTree's or the relevant registry's control, are non-transferable, and are reclaimed on termination. The Customer must not use an allocated IP in any way that causes it to be listed on a blacklist or that harms IronTree's IP ranges.
- 1.7. **Resource allocation and fair use.** Each plan includes allocated compute, memory, storage and bandwidth. Sustained usage beyond the Customer plan's allocation may result in additional charges, throttling, or a request to upgrade, at IronTree's election. The Customer must not use the VPS in a way that unfairly degrades the platform for other customers.
- 1.8. **Availability.** Managed Plans carry a 99.9% uptime commitment, measured on the basis, and subject to the exclusions and any service credits, set out in Part A above. Unmanaged Plans are provided on a best-efforts basis with no uptime commitment.
- 1.9. **Support.** On Unmanaged Plans, IronTree supports the underlying platform, network, hardware and provisioning only. On Managed Plans, IronTree additionally manages the operating-system layer on a 24/7 basis, including OS patching, the OS security baseline, endpoint protection, managed backups and VPN management where included, with 24/7 monitoring and alerting. Support does not extend to the Customer



applications, configuration or data on any plan. Out-of-scope work may be charged on a time-and-materials basis.

- 1.10. **Software licensing.** Where IronTree supplies the operating system, IronTree holds the necessary OS licensing. Where the Customer supplies its own operating-system image, the Customer is responsible for licensing, securing and supporting it, and IronTree's OS-management responsibilities do not apply to it.

2. Backup Services: Cloud Backup, Microsoft 365 Backup, Google Workspace Backup

- 2.1. **What these Services do.** These Services copy and retain the Customer data, from the Customer systems (Cloud Backup) or from the Customer Microsoft 365 or Google Workspace tenant (SaaS Backup), on a scheduled basis, with the scope, frequency and retention set out for the Customer plan (clause 3.10 of Part A applies).
- 2.2. **The Customer chooses what is backed up.** The Customer is solely responsible for selecting the correct data, systems, mailboxes or sites to back up, and for verifying on an ongoing basis that the correct data is being backed up. Where an IronTree agent assists with a backup selection, that assistance is deemed to be on the Customer instruction. IronTree accepts no responsibility for data loss arising from an incorrect or incomplete backup selection.
- 2.3. **Condition of data.** Data is backed up and restored in the condition in which it is received. Data that is incomplete, corrupt or infected will be backed up and, if restored, restored in that same condition.
- 2.4. **Encryption keys and passwords.** Where an encryption key or password protects the Customer backup account, the Customer is responsible for keeping it confidential and for notifying IronTree immediately of any suspected compromise. The Customer is responsible for any loss arising from the Customer failure to maintain the confidentiality of the Customer access.
- 2.5. **SaaS Backup: access to the Customer tenant.** For Microsoft 365 and Google Workspace Backup, the Customer authorises and must maintain the connection between the Service and the Customer tenant. The Customer acknowledges that Microsoft and Google operate a shared-responsibility model under which they do not guarantee recovery of the Customer data, which is why this Service exists. IronTree is not responsible for backup gaps caused by the Customer revoking or changing that access, changes to the Customer licensing, or changes to Microsoft's or Google's APIs or services.

3. Storage and File Services: Cloud Vault Object Storage, EverFiles

- 3.1. **What these Services do.** These Services provide storage for the Customer data: S3-compatible object storage (Cloud Vault) and file sync and share (EverFiles).
- 3.2. **The Customer content.** The Customer is responsible for the content the Customer store, for its legality and for the Customer lawful use of the storage. These Services are storage, not a backup service. Clause 3.9 of Part A applies, and the Customer should maintain the Customer own backups of critical data unless the Customer have separately purchased a Backup Service.
- 3.3. **Access and sharing.** The Customer is responsible for managing user access, permissions and any external sharing links the Customer create, and for the consequences of sharing the Customer content. IronTree is not responsible for content the Customer or the Customer users choose to share or make public.

4. Email and Domain Security: Email Security, Sendmarc

- 4.1. **What these Services do.** Email Security filters inbound and/or outbound email for threats; Sendmarc assists with email authentication (SPF, DKIM, DMARC) to reduce domain spoofing.
- 4.2. **No guarantee.** These are risk-reduction services. IronTree does not warrant that they will detect or block all threats, spam, phishing or spoofing, or that legitimate mail will never be affected. The Customer remains responsible for the Customer own security practices and user awareness.



4.3. **Configuration and cooperation.** These Services require changes to the Customer mail routing (MX) and/or DNS records, and the Customer ongoing cooperation. IronTree is not responsible for issues arising from the Customer failure to make or maintain required changes, or from DNS or mail configuration outside IronTree's control.

4.4. These Services process the Customer email and/or DNS data; clause 7 and the Data Processing Addendum apply.

5. **Endpoint Protection**

5.1. **What this Service does.** Endpoint Protection provides anti-malware and detection-and-response (EDR) capability on the devices on which it is deployed.

5.2. **Deployment and consent.** The Customer is responsible for deploying and maintaining the protection agent on the Customer devices, and the Customer confirms that the Customer is authorised to install it and to allow the associated monitoring on those devices.

5.3. **No guarantee.** IronTree does not warrant that the Service will detect, prevent or remediate all threats. The Customer remains responsible for the Customer broader security posture, including patching and user practices.

6. **Security Awareness Training (SAT)**

6.1. **What this Service does.** SAT provides security-awareness training and simulated phishing campaigns to the Customer personnel, delivered using a Third-Party Platform.

6.2. **The Customer authorisation.** The Customer expressly authorise IronTree to conduct simulated phishing and awareness campaigns against the personnel the Customer enrolls, and the Customer warrants that the Customer has the right to enrol those personnel and to have their participation and results processed for this purpose. **This authorisation is a condition of the Service.**

6.3. **Employee personal information.** The Service processes personal information about the Customer personnel, including campaign results and behavioural data. The Customer is the Responsible Party for that information and is responsible for any notice to, or lawful basis in respect of, the Customer personnel that POPIA requires. IronTree processes it as an Operator as defined under POPIA.

6.4. **Purpose.** SAT is a training and awareness tool. IronTree does not warrant that it will eliminate the risk of the Customer's personnel falling victim to real attacks.