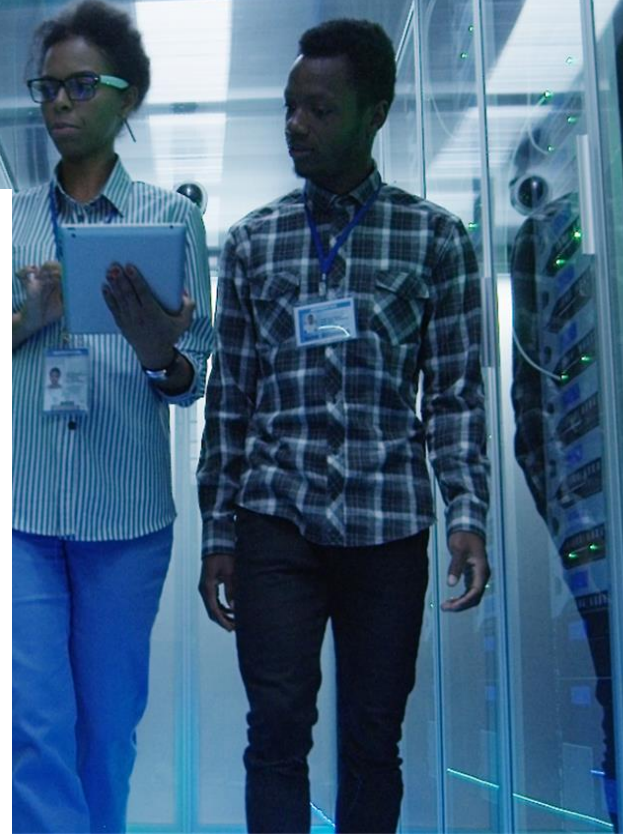


# MASTER SERVICES AGREEMENT (the “MSA” or the “Agreement”)

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## Raxio Data Centre



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Master Services Agreement  
Version 19.05.2026

**RAXIO**  
The data centre company

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#### Document History

Version	Revision	Author	Reviewed by	Date	Comments
1.0	00	Raxio legal department	Head of legal	19/05/2026	First Edition

This Master Services Agreement, together with all other terms, addendum and policies referenced in or attached to it, or an applicable Service Order Form are incorporated into this Master Services Agreement by reference (“**Agreement**”). This Agreement is between the Raxio Contracting Party (“**Raxio**”) and the Client entity (“**Client**”) identified on the Service Order Form issued by Raxio and becomes effective on the day of signature of the Service Order Form (“**Effective Date**”).

## **ANNEX 1 - GENERAL TERMS AND CONDITIONS**

### **1. DEFINITIONS AND INTERPRETATION**

1.1. In this Agreement, the following expressions shall, unless the context otherwise requires, have the following meanings:

<b>Term</b>	<b>Definition</b>
<b>Affiliate</b>	Means in relation to either of the Parties, any company or entity which directly or indirectly controls, is controlled by, or is under common control with, such Party. For purposes of this Agreement “control” means the direct or indirect possession of the power to direct or cause the direction of the management and policies of an entity, whether through ownership, by contract or otherwise.
<b>Authorized Personnel</b>	Individuals approved by Client and Raxio for access.
<b>Business Day</b>	Means any day other than a Saturday, Sunday, or official public holiday.
<b>Confidential Information</b>	Means (a) all information of any nature whatsoever and in whatever form which has been previously or is after the Effective Date disclosed by or on behalf of the Disclosing Party to the Receiving Party which is marked confidential, or which ought reasonably to be treated as confidential including trade secrets, financial affairs, strategies, this Agreement, client lists, operations of the Disclosing Party; and (b) all analyses, compilations, notes, reports, memoranda, records, and other documents of any nature prepared by or on behalf of the Receiving Party which contain or otherwise reflect or are derived from the information referred to above.
<b>Client Data</b>	Means the electronic data that is uploaded by or for Client or its agents, employees, or contractors, and processed in the Client Equipment.
<b>Client Equipment</b>	Means all network, computer and other equipment provided, owned or controlled by the Client, the Client’s Affiliates, the Client’s employees, representatives, agents or officers, excluding Cross Connects or Raxio’s equipment.
<b>Cross Connect</b>	Means a dedicated, physical, point-to-point connectivity link established within the Data Centre between the Client’s equipment and another party’s equipment or service platform. A Cross Connect may consist of copper, fibre, or coaxial cabling (or other

<b>Term</b>	<b>Definition</b>
	media approved by the Raxio) and is provisioned, managed, and maintained by Raxio within the facility. Cross Connects are used to enable private network, Internet, telecommunications, or other interconnection services between the Client and third parties, service providers, carriers, or other ecosystems available within the Data Centre. All Cross Connects are subject to applicable fees, installation requirements, and operational policies defined by Raxio.
<b>Data Centre</b>	Means Raxio's data centre or data centres at which the Services will be provided, the locations of which shall be notified to the Client.
<b>Disclosing Party</b>	Means a Party disclosing Confidential Information under this Agreement.
<b>Emergency Maintenance</b>	Means any maintenance done outside the prescribed notice for planned and qualified planned maintenance (relates to maintenance works carried out by Raxio on its own infrastructure systems).
<b>Fees</b>	Means the Installation Fees and the Services Fees
<b>Information Security Incident</b>	Any event impacting physical security or availability.
<b>Information Security Management System (ISMS)</b>	Information Security Management System aligned with ISO/IEC 27001.
<b>Initial Term</b>	Means in respect of Services, the initial term set out in the relevant Service Order Form.
<b>Intellectual Property Rights</b>	Means all patents, rights in inventions, utility models, copyrights (including copyright in computer programs), trademarks, service marks, design rights, database rights, sui generis database rights, topography rights, mask work rights, know-how, applications to apply for the foregoing, licences from third parties in respect of the foregoing, goodwill in relation to any of the foregoing, and any other intellectual or industrial property rights of whatsoever nature and whether registered, unregistered or capable of registration, including all rights in the nature of intellectual property rights whether similar to those described above or otherwise, and whether existing or prospective throughout the world.
<b>Installation Fees</b>	Means the non-recurring and non-reimbursable charges for installation and commissioning of the Services as set out in the Service Order Form.
<b>Normal Business Hours</b>	08:00 hours to 17:00 hours, each Business Day being the time during which the Parties responsible for receiving any notice under this Agreement shall be deemed to be available.
<b>Planned Maintenance</b>	Means maintenance other than Qualified Planned Maintenance and Emergency Maintenance, carried out by Raxio from time-to-time on its own infrastructure.

<b>Term</b>	<b>Definition</b>
<b>Qualified Planned Maintenance</b>	Any Planned Maintenance activities that reduce the critical power distribution from N+1 to N.
<b>Raxio Contracting Party</b>	Means the Raxio entity set forth in Annex 5, corresponding to the country or territory in which the Services are provided to the Client, and which executes the Service Order Form with the Client.
<b>Receiving Party</b>	Means a Party receiving Confidential Information under this Agreement.
<b>Renewal Service Order Form</b>	Means any Service Order Form entered at the end of applicable Term to renew the Service.
<b>Service Description</b>	Means the detailed description of the Services and/or Managed Services as set out in a Service Order Form.
<b>Services Fees</b>	Means the monthly recurring fees payable for the Services as set out in a Service Order Form.
<b>Service Order Form</b>	Means each request for Services signed by the Client and accepted by Raxio including any Service Upgrade Form and any Renewal Service Order Form..
<b>Service Commencement Date</b>	Means the date on which a Service will commence, as reflected in the applicable Service Order Form. Unless otherwise agreed in the applicable Service Order Form, the billing for the Service shall commence on the Service Commencement Date.
<b>Services</b>	Means the services set out in the Service Description.
<b>Service Credits</b>	Means the service credits set forth in the SLA for failure to meet the service levels.
<b>Service Level Agreement (SLA)</b>	Means the Services requirements captured at Annex 2 setting forth the service levels, performance metrics and Service Credits.
<b>Service Upgrade Form</b>	Means a Client requests for additional Services or an upgrade of existing Services by Raxio from time to time.
<b>Term</b>	Means the period of use of the Service, as set forth in a Service Order Form, or as may be extended following the Initial Term.
<b>Virus</b>	Means a device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2. In this Agreement:

- 1.2.1. The Annexes to this Agreement shall form part of and be deemed to be incorporated in the Agreement and any reference to “these Conditions” shall be deemed to include the Annexes.
- 1.2.2. Any reference to any document includes that document as amended, replaced, or supplemented from time to time.
- 1.2.3. Any reference to a “person” includes any person, firm, company, governmental or other legal entity and its successors, personal representatives, heirs and permitted assigns.
- 1.2.4. Unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing the masculine include the feminine and vice versa and words importing persons include corporations and vice versa.
- 1.2.5. The word “including” shall mean including without limitation or prejudice to the generality of any description, definition, term, or phrase preceding that word, and the word “include”, and its derivatives shall be construed accordingly.

## 2. PROVISION OF THE SERVICES

- 2.1 Raxio will provide the Services to the Client in accordance with the Agreement and the applicable Service Order Forms. Each Service Order Form shall be deemed to incorporate these Terms and Conditions and set out the relevant Services Fees and Installation Fees. In the event of any conflict or inconsistency between the Agreement and the provisions of a Service Order Form, the Service Order Form shall prevail, unless provided otherwise in the relevant Service Order Form.
- 2.2 The Client may from time-to-time request additional Services or alterations to the Services rendered by way of a Service Upgrade Form. Any agreement to such requests shall be at Raxio's sole discretion and may be subject to payment of additional Services Fees and Installation Fees by the Client.
- 2.3 The Client shall observe utmost diligence and care not to access, store, distribute or transmit any Viruses during the tenure of this Agreement and the use of Services shall at all times comply with the **Acceptable Use Policy** as attached at **Annex 3** to this Agreement.
- 2.4 Raxio, without limitation to its other rights, reserves the right without incurring any liability to the Client, to disable the Client's access to any material that breaches the provisions of the Acceptable Use Policy and/or to further disable access to the Services thereafter.
- 2.5 Raxio reserves the right to amend the Acceptable Use Policy mentioned above in Clause 2.4 subject to giving the Client **30 days'** notice of any such intended amendments.

### 3. TERM AND DURATION OF THE AGREEMENT:

- 3.1 This Agreement shall be deemed to have commenced on the Effective Date and shall, subject to the provisions of this Clause, continue until terminated in accordance with the provisions of this Agreement.
- 3.2 Raxio will provide the Services for the duration of the Term provided in the Service Order Form.
- 3.3 Prior to the expiry of each Term, the Client and Raxio shall agree and execute a Renewal Service Order Form.
- 3.4 If the Parties do not execute a Renewal Service Order Form before the expiry of the applicable Term, the relevant Service Order Form shall automatically renew for a further period of twelve (12) months on the same terms and conditions.

### 4. SERVICE LEVEL AGREEMENT (S):

- 4.1 Raxio shall, during the Term mentioned above, provide the Services in accordance with the Service Level Agreement (SLA) (**Annex 2**).
- 4.2 Raxio shall abide by standard industry practices to make the Services available in accordance with the **Service Level Agreement** and to meet the relevant service levels therein.
- 4.3 Raxio reserves the right to amend the SLA mentioned above in Clause 4.1 subject to giving the Client 45 days' notice of any such intended amendments.
- 4.4 In the event of a failure to meet service levels objectives in the SLA, the Client's sole remedies are the Service Credits comprised in the SLA. Raxio's records and data shall form the basis for all SLA determinations and calculations, including calculations of Service Credits payable.
- 4.5 Save as expressly provided in the SLA and to the extent permitted by applicable law, Raxio makes no warranties of any kind, express or implied, statutory, or otherwise, in relation to the Services, Data Centre or equipment or other facilities provided or made available for the purpose of the Services, including any implied warranties as to merchantability, fitness for purpose, non-infringement or otherwise whatsoever. Although Raxio intends to provide a seamless experience to the Client, it cannot warrant beyond the provisions of the SLA that Services will be uninterrupted, free from Viruses, or error free due to circumstances beyond Raxio's control.
- 4.6 Without prejudice to the generality of the foregoing Raxio makes no claims, warranties, representations, or undertakings whatsoever including, without limitation, in relation to the viability, integrity, robustness or fitness for purpose of any third-party facilities (such as ISP, Cross Connects, encryption ware etc.), or other technology licensed to Raxio from a third party.

## **4.7 Incident Management and Reporting**

- 4.7.1 Raxio will detect and respond to physical or environmental incidents affecting the facility and notify the Client in accordance with [Section 2 Issue Management](#) of the Service Level Agreement (Annex 2).
- 4.7.2 The Client shall report any events affecting shared infrastructure promptly to Raxio.
- 4.7.3 Raxio will manage resolution of incidents within its infrastructure in accordance with the Service Level Agreement (Annex 2).
- 4.7.4 Both Parties shall cooperate to investigate and resolve incidents, with Raxio providing follow-up and preventive measures where applicable.
- 4.7.5 Raxio is responsible only for incidents related to its own infrastructure; Client Equipment and Client Data remain the Client's responsibility.

## **5. CLIENT DATA AND LIABILITY FOR CONTENT**

- 5.1 The Client shall own all rights, title and interest in and to all of the Client Data it stores on its equipment and the Client shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Data in conformity with the applicable data privacy laws.
- 5.2 The Client acknowledges and agrees that Raxio does not exercise any control over the Client Data. Raxio further does not control any content or information passing through Raxio's host computers, equipment, network hubs and points of presence nor does it exercise control over any Client's environment or examine the use to which the Client put the Services or the information or content which Raxio stores or transmits on the Client's behalf. Raxio accepts no responsibility whatsoever for such information or content or the accuracy or inaccuracy of same or for the storage, transmission, or reception or for the failure to store transmit or receive any information or content of whatever nature.
- 5.3 Raxio is not responsible for any encrypted data that is sent to, stored on, or retrieved from the servers and shall not be responsible for any failure of a secure server to properly encrypt data, or if any encryption algorithm is broken.
- 5.4 Raxio shall have no obligation to back up, store, replicate, or otherwise safeguard any Client Data. Raxio shall not be responsible or liable for any loss, destruction, alteration, or disclosure of Client Data caused by any third party to which the Client has consented access or any failure of the Services due to circumstances beyond Raxio's control. The Client shall ensure, that it and they have adequate and sufficient disaster recovery measures (including where relevant, insurance for the loss of such data) in place to secure their own back-ups of data.

## **6. THE PARTIES' OBLIGATIONS**

- 6.1 The Client shall be obliged to the following:

- 6.1.1 Provide all necessary co-operation in relation to this Agreement, including but not limited to full compliance with all regulatory mandates, Raxio Acceptable Use Policy as may be amended from time to time; and
- 6.1.2 Provide all necessary access to information that may be required by Raxio to render the Services.
- 6.1.3 Comply with all applicable laws and regulations with respect to its activities under this Agreement.
- 6.1.4 Carry out all other Client responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance as agreed by the Parties, Raxio may adjust any agreed timetable or delivery schedule as reasonably necessary.
- 6.1.5 Obtain and maintain all necessary licences, insurances, consents, and permissions necessary for Raxio, its contractors and agents to perform their obligations under this Agreement, including, without limitation, the Services. The Client further ensures and warrants to have and continue to have, for itself and for anyone it is responsible for, including its operators, employees, officers, advisors and contractors, all necessary permits, and licenses to legally and lawfully possess, operate and maintain its equipment placed in the Data Centre.
- 6.1.6 Ensure that its network and systems comply with any relevant specifications provided by Raxio from time to time.
- 6.1.7 The Client warrants and ensures that its operators, employees, officers, advisors and contractors sent in the Data Centre to operate on the Clients' servers are properly trained, qualified and certified.
- 6.1.8 The Client shall ensure that all Authorised Personnel comply with: (i) the terms and conditions set out in this Agreement and (ii) all Raxio's relevant access control requirements and security protocols,
- 6.1.9 The Client shall be responsible for any failure(s) by an Authorised Personnel to comply with the provisions of this Agreement,
- 6.1.10 The Client will not sell Cross Connect to third parties without the knowledge of Raxio, nor will the Client establish any Cross Connect link that is not billed and acknowledged by Raxio. Failure by the Client to observe this warrants a charge over and above the normal charge for such links.

6.2 Raxio will ensure that:

- 6.2.1 It maintains the facility, infrastructure, and capability to provide the Services mentioned in this Agreement.
- 6.2.2 It will maintain enough employees to render support and provide the Services mentioned in this Agreement.
- 6.2.3 It will provide the Services in relation to good industry practice and with good faith and diligence towards the Client.
- 6.2.4 It will maintain access of the Data Centre by the Client, on condition that such access satisfies internal health, safety, and security policy, which in turn are intended to provide safeguards and comfort to the Client.
- 6.2.5 It will not utilize Client Data that comes into its possession because of this Agreement for any purpose other than that of rendering the Services provided in this Agreement.
- 6.2.6 It will perform its responsibilities in a manner that does not infringe on any third-party intellectual rights.

6.3 As a joint obligation, both Parties shall ensure that no malicious ware is introduced into the systems, hardware, or networks of the Data Centre. The Party in breach of this obligation will ensure restitution of the aggrieved Party to its original position before such a breach occurred.

## 7. FEES AND PAYMENT

7.1 **Payment:** The Client shall pay the Fees as prescribed in the Service Order Form and any payment schedule, together with any value added tax and any other taxes (at applicable rates), which shall be payable in addition. All relevant statutory charges (taxes) will be applicable regardless of whether they are expressly stated herein or not.

7.2 **Purchase Order:** Where the Client uses a purchase order numbering system for accounts payable, the relevant purchase order numbers must be provided to Raxio prior to the start of invoicing. Any purchase order issued by the Client is for administrative purposes only and shall not form part of the Agreement, nor shall any terms or conditions contained in such purchase order apply or take precedence over this Agreement or the Service Order Form.

7.3 **Default Interest:** Without prejudice to any other rights or remedies which it may have in respect of any late payment or non-payment of the Fees, Raxio may upon notice to the Client impose an interest charge equal to 5% above the 1-month USD SOFR in respect of any undisputed amount which is not paid within **15 (fifteen) business days** of the payment due date.

7.4 **Payment Default:** If payment in full of any undisputed invoice is not made within 30 days of the payment due date, Raxio may suspend the provision of the Services or any part of it. Any such suspension shall not relieve the Client of the obligation to pay the Fees that exist or may have accrued prior to the suspension. Raxio at its discretion may recover from the Client all reasonable expenses, including legal and collection agency fees, in enforcing its rights under this Agreement.

7.5 **Termination:** If, in the circumstances described at Clause 7.4, the Client does not fully pay the Fees due and owed under any Service Order Form, Raxio may, without liability and in addition to any other rights or remedies available at law or under this Agreement, terminate the Agreement or any applicable Service Order Form in accordance with Clause 13 of this Agreement. For the avoidance of doubt, the termination of this Agreement will not discharge the Client from its payment obligations and the interest charges for non-payment will continue to accrue after termination up until the unpaid amounts (including interests) are settled in full or a settlement Agreement is signed in writing among the Parties.

7.6 If the Client fails to pay in full any Fees due and payable to Raxio following the termination of this Agreement or any Service Order Form, Raxio shall be entitled to retain possession of the Client Equipment and If such amounts remain unpaid for a period of nine (9) months following termination, Raxio may sell or otherwise dispose of the Client Equipment. For the avoidance of doubt, the default interest set out in Clause 7.4 shall continue to accrue during this period.

## **8. INTELLECTUAL PROPERTY RIGHTS**

8.1 The Client acknowledges and agrees that Raxio and/or its licensors own all Intellectual Property Rights in the Services. Except as expressly stated herein, this Agreement does not grant the Client or any rights to, or in, any Intellectual Property Rights or any other rights or licences in respect of the Services. The Client also acknowledges and agrees that Raxio owns all equipment in the Data Centre which are required to provide the Services (including but in no way limited to the infrastructure, cabling, piping, lighting, and all other fixtures incidental to the Data Centre ) save for the Client Equipment which may be brought on to the Data Centre.

8.2 Neither Party shall use the other Party's name, logo, trademark, or other proprietary identifying symbol without the prior written approval of the other. If in the course of providing any of the Services, Raxio or any of its employees or agents creates any invention, design, documentation, or other material protected by copyright or any other intellectual property rights, all legal and beneficial rights in such invention, design, documentation or material shall belong exclusively to and vest in Raxio as sole legal and beneficial owner free from encumbrances and the Client may be permitted to use same on a non-exclusive basis for the term of this agreement solely or the purpose of availing of the Services.

## **9. CONFIDENTIALITY**

9.1 For purposes of clarity, this entire Agreement is considered confidential. In consideration of the provision of Confidential Information, the Receiving Party hereby agrees, acknowledges, and undertakes to the Disclosing Party:

9.1.1 To use the Confidential Information strictly and solely for the performance of its obligations under this Agreement and for no other purpose whatsoever.

9.1.2 To treat and safeguard as private and confidential all Confidential Information received at any time.

9.1.3 Not at any time to disclose or otherwise disseminate the Confidential Information to any person or party whatsoever except to the Receiving Party's officers, management, employees, and advisors who require access to the Confidential Information for the purposes of this Agreement.

9.1.4 To keep the Confidential Information secure and in strict confidence with the same care as the Receiving Party uses or would use to protect its own Confidential Information and in any event with reasonable care.

9.1.5 Not to copy, take or produce samples from, or make or compose models, drawings, designs, diagrams, lists, computer programs, analyses, algorithms, data, formulae, standards, plans, programmes or specifications or any other matter in any way based on or howsoever derived from the Confidential Information without the consent of the Disclosing Party.

9.2 The provisions of this Clause shall not apply to Confidential Information which:

- 9.2.1 Is on the Effective Date or thereafter becomes publicly available other than in breach of any of the undertakings or obligations of confidentiality contained in this Agreement or in any other agreement or any other equitable obligation.
  - 9.2.2 Has been independently developed by the Receiving Party without knowledge of the Confidential Information as evidenced by its written records.
  - 9.2.3 Is lawfully obtained by the Receiving Party from a third party as evidenced by the written records of the Receiving Party provided that the source of such information was not bound by any of the undertakings or obligations of confidentiality contained in this Agreement or in any other agreement or any other equitable obligation;
  - 9.2.4 Was lawfully within the possession of the Receiving Party prior to its being furnished to the Receiving Party as evidenced by the written records of the Receiving Party provided that the source of such information was not bound by a confidentiality agreement or other obligation of secrecy or confidentiality in respect thereof; or
- 9.3 Either Party shall be entitled to disclose all or part of the Confidential Information as may be required by applicable law or at the request of any regulatory or supervisory authority having jurisdiction over the Client or Raxio, to the extent permitted by law. In the event that the Receiving Party becomes legally compelled by a regulator or law enforcement agency or in a proceeding before a court, arbitrator or administrative agency to disclose the Confidential Information then the Receiving Party will provide the Disclosing Party with reasonable advance notice (to the extent permitted by law and the applicable circumstances) of such legal compulsion and its intent to disclose any Confidential Information.
- 9.4 Save as hereinafter provided neither Raxio nor the Client shall make any statement to press or any other public announcement in connection with any matters referred to in this Agreement; including the fact that it has been concluded between the Parties, without the prior consent in writing of the other Party or unless such announcement is made jointly by both Parties. The Client agrees that during the term of this Agreement Raxio may publicly refer to the Client, orally and in writing as a client of Raxio.
- 9.5 The provisions of this clause shall survive termination of this Agreement.

## 10. INDEMNIFICATION

### 10.1 Indemnification by Client to Raxio

10.1.1 The Client shall defend, indemnify, and hold harmless Raxio against all claims, actions, proceedings, losses, damages, expenses, and costs (including without limitation court costs and reasonable legal fees and expenses) arising out of or in connection with:

- a. any claim that the Client Equipment or software installed on Client Equipment infringe or misappropriate a copyright, patent, trademark, trade secret, or any other intellectual property or proprietary right of any third-party; or
- b. as a result of Client's negligence, wilful misconduct, fraud, misrepresentation, or violation of law; or
- c. in connection with any personal injury or death which results from the use of the Services.

10.1.2 The above indemnification shall be subject to the following :

- a. The Client is given prompt notice (**14 days**) of any such claim by Raxio.
- b. Raxio provides reasonable co-operation to the Client in the defence and settlement of such claim, at the Client's expense; and

- c. The Client is given notice of the claim and informed of its option to defend or settle the claim by Raxio.

## 10.2 Indemnification by Raxio to Client

10.2.1 Raxio shall defend, indemnify, and hold harmless the Client against claims, actions, proceedings, losses, damages, expenses, and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with:

- a. any claim that the Services provided by Raxio infringe or misappropriate a copyright, patent, trademark, trade secret, or any other intellectual property or proprietary right of any third-party; or
- b. as a result of Raxio's gross negligence, wilful misconduct, fraud, misrepresentation, or violation of law; or
- c. in connection with any personal injury or death which results from the Services.

10.2.2 The above indemnification shall be subject to :

- a. Raxio is given prompt notice (14 days) of any such claim by the Client.
- b. The Client provides reasonable co-operation to Raxio in the defence and settlement of such claim, at Raxio' expense; and
- c. Raxio is given sole authority to defend or settle the claim.
- d. In the defence or settlement of any claim, Raxio may procure the right for the Client to continue using the Services, or replace or modify the Services, so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on two (2) Business Days' notice to the Client without any additional liability or obligation to pay liquidated damages or other additional costs to the Client.

10.2.3 In no event shall Raxio, its employees, agents and sub-contractors be liable to the Client to the extent that the alleged infringement is based on any of the following:

- a. A modification of the Services, by anyone other than Raxio; or
- b. The Client's use of the Services, in a manner contrary to the instructions given to the Client by Raxio; or
- c. The Client's use of the Services, after notice of the alleged or actual infringement from Raxio or any appropriate authority.
- d. The foregoing states the Client's sole and exclusive rights and remedies, and Raxio's (including Raxio' employees', agents', and sub-contractors) entire obligations and liability, for infringement of any Intellectual Property Rights.

## 11. LIMITATION OF LIABILITY

- 11.1 To the extent permitted by law, each Party's total, cumulative liability arising out of or related to this Agreement and the products and services provided under it, whether based on contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, shall be limited to an amount equal to the average monthly Fees paid by the Client in the twelve (12) months prior to the occurrence of the event giving rise to the claim.

- 11.2 This Clause sets out the entire financial liability of either Party (including any liability for the acts or omissions of its employees, agents, and sub-contractors) to the other in respect of any breach of this Agreement, any use made by either Party of the Services, or any part of them; and any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 11.3 **Applicability:** Nothing in this Agreement shall exclude the liability of the Parties (a) For death or personal injury caused by either Party's negligence; or (b) For fraud or fraudulent misrepresentation, or (c) Misuse, abuse, or violation of any intellectual property rights.
- 11.4 **Excluded Damages:** No Party shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information (including Client Data), or pure economic loss, or for any special, indirect, or consequential loss, costs, damages, charges, or expenses however arising under this Agreement.

## 12. INSURANCE

- 12.1 The Client at all times assumes all the risks associated with Client Equipment and its business activities.
- 12.2 The Client will take out its own among others insurance in respect of liability for personal injury or property damage that happens during the term of the Agreement including activities related to accessing, transportation, installation, and uninstallation (at contract termination or otherwise) of the Client Equipment and the interruption of its activity. ,

The Client expressly agrees with Raxio that the Insurance policy shall only be purchased from a reputable insurance company, and Raxio reserves the right to request a proof of existence of the necessary insurance policies.

## 13. TERMINATION AND EFFECTS OF TERMINATION

### 13.1 Termination

- 13.1.1 Without prejudice to any other rights or remedies to which the Parties may be entitled, either Party may immediately terminate this Agreement or Service Order Form for the following reasons:
- a. The other Party commits a material breach of any of the provisions of this Agreement or Service Order Form and fails to cure such breach within **30 days** after notice from the non-defaulting Party giving particulars of the breach and requiring it to be remedied. All invoices and rights incurred up to the date of termination will remain due.
  - b. The other Party becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency or makes any voluntary arrangement or composition with its creditors or becomes subject to examination.
  - c. if it is required to comply with an order, instruction, or request of any governmental, administrative, judicial or regulatory body or if any license or authorisation, which Raxio requires to provide any of the Services, is revoked or suspended.
- 13.1.2 Except as permitted under Clauses 13.1.1 above, if the Client elects to terminate this Agreement or any Service Order Form, including by downgrading the Services, prior to the expiration of the applicable Term, the Client may do so upon thirty (30) days' prior written notice. In such event, the Client shall immediately pay to Raxio an amount equal to the aggregate Services Fees payable for the remainder of the applicable Term under the relevant

Service Order Form (the “**Early Termination Fee**”). The Early Termination Fee will not apply to any usage-based recurring fees (including, but not limited to metered power billing), for which Client shall have no liability after its usage terminates.

## 13.2 Effect of Termination

13.2.1 Termination of this Agreement will automatically terminate all Service Order Forms signed under this Agreement, and, as such, termination of this Agreement will be deemed as termination of all Service Order Forms and subsequent addendums.

13.2.2 Upon termination of this Agreement or Service Order Form for any reason:

- a. All licences, authorisations and rights granted under the Agreement (as appropriate) shall immediately terminate.
- b. Each Party shall return and make no further use of any equipment, property, software, documentation, and other items (and all copies of them) belonging to the other Party, subject to Raxio’s rights under the Agreement.
- c. The Client will pay all the sums then outstanding under the Agreement and the Service Order Forms and shall cease to use any equipment, software, codes, IP numbers or addresses or other facilities provided to the Client in relation to the Services and where appropriate will return same.
- d. The accrued rights and obligations of the Parties as at termination (or expiry), or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

13.2.3 The Client will remove all Client Equipment or software which it may have installed at the Data Centre at any facilities provided by Raxio as part of the Services. Removal of all such Client Equipment and software shall be carried out with minimum disruption and inconvenience to Raxio and its Clients.

13.2.4 If the Client fails to comply with a request by Raxio to remove the Client Equipment or software within fourteen (**14**) days of receipt of the request, Raxio shall be entitled to remove the relevant items and may recover all reasonable costs and expenses of such removal from the Client. In the event that, at Raxio’s reasonable opinion, the Client has abandoned the Client Equipment, Raxio shall be entitled to sell it, or otherwise dispose of it.

## 14. FORCE MAJEURE

14.1 Neither Party shall be responsible to the other Party for an event which is outside the reasonable control of that Party (the “**Affected Party**”) and subject to the Affected Party demonstrating to the other Party that such is the case, including, without limitation, action by governmental authority, riots, civil commotion, acts of political violence (including terrorism and sabotage), third party labour disputes, flood, earthquake, fire, lightening, quarantines, declarations of pandemic, volcanic ash or eruption, war (whether declared or not), internal or international conflict, rebellion, insurrection, or any Acts of God (a “**Force Majeure Event**”).

14.2 Where a Force Majeure Event occurs, the Affected Party shall continue to use all commercial endeavours to remove the circumstances giving rise to the Force Majeure Event and shall continue to perform its obligations under this Agreement which are not affected by the Force Majeure Event.

14.3 If the Force Majeure Event continues for more than sixty (60) days, and materially affects performance of the Services the other Party shall be entitled by notice (in any of the ways prescribed by this agreement) to inform the Affected Party to terminate this Agreement whereupon the termination provisions in this Agreement shall apply.

## 15. WAIVER

- 15.1 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and to the circumstances for which it is given.
- 15.2 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

## 16. SEVERABILITY

The invalidity or unenforceability of any particular provision of this Agreement, or portion thereof shall not affect the other provisions or portions thereof; and this agreement shall be construed in all respects as if any such invalid or unenforceable provisions or portions thereof were omitted and this Agreement shall remain in full force and effect. It is further the intention of the Parties that if any provision of this Agreement is capable of two constructions, one of which would render the provision invalid, illegal, or unenforceable and the other of which would render it valid, legal and enforceable, the provision shall be construed to have the meaning that renders it valid, legal and enforceable.

## 17. ASSIGNMENT

Neither Party shall, without the prior written consent of the other Party, assign, transfer, charge, sub-contract, or deal in any other manner with all or any of its rights or obligations under this Agreement. Notwithstanding the foregoing, on notice and without consent: (1) either Party may in connection with a merger, reorganization, or sale of all or substantially all of such Party's assets or equity, assign this Agreement in its entirety to such Party's successor; and (2) Raxio may assign this Agreement in its entirety to any Affiliate.

## 18. NOTICES

- 18.1 Any Notice or communication given under or in relation to this Agreement shall be in writing (A notice delivered by hand shall be deemed to have been received when delivered, electronic mail (To the respective contact person within working normal business hours as established in this Agreement) by registered post (shall be deemed to have been received at the time at which it would have been delivered in the normal course of post).
- 18.2 Required to be sent to the Parties shall be addressed to:

In the case of Raxio:

**Title: Raxio Legal Department**

**Email: [legalnotices@raxiogroup.com](mailto:legalnotices@raxiogroup.com)**

## 19. COMPLIANCE WITH LAWS AND REGULATION

### 19.1 General compliance

- 19.1.1 Each Party represents and warrants that it shall at all times during the term of this Agreement comply with all applicable laws and regulations.
- 19.1.2 The Client undertakes and warrants that as of the Effective Date of this Agreement and throughout the Duration of this Agreement or of the applicable Service Order Form, it will comply with all legal and regulatory requirements including but not limited to obtaining and

maintaining any licences, authorities, consents and/or approvals required to enter into this MSA or using the Services.

## 19.2 Anti-bribery and Trade Controls

- 19.2.1 Each Party agrees to the bound, to the extent relevant, by the US Foreign Corrupt Practices Act of 1977, as well as any other applicable Law dealing with corruption and bribery of government officials in respective local jurisdictions ("**Anti-Bribery Laws**"). Consequently, each Party agrees that it will not, in connection with transactions contemplated in this Agreement, or in connection with any other business transactions involving the other Party, transfer anything of value, directly or indirectly, to any government official, employee of a government-controlled company, political party, or other private (non-government) persons or entities working on behalf of any government to obtain any improper benefit or advantage. A written accounting record must be kept to the extent required by applicable regulation of all payments made by a Party or its agents or employees on behalf of the other Party, and the accounting record required by applicable regulation to be provided to the other Party must be provided timeously upon request.
- 19.2.2 As an affiliate of a United States company, Raxio is prohibited from engaging with any individual, government or entity designated or determined to be sanctioned by the US government or the relevant local government authority ("**Sanctioned Party**"). The Client represents and warrants that it is not: (i) a Sanctioned Party; (ii) owned or controlled by, or acting for or on behalf of a Sanctioned Party; or (iii) directly or indirectly owned, controlled by, or acting on behalf of the government of any country, or an agency or instrumentality of the government of any country, that is itself subject to a US or local government embargo ("**Embargoed Country**"). Should the Client become designated as a Sanctioned Party, this Agreement shall terminate automatically and without liability.

## 19.3 Conflict of Interests

The Parties will not engage, either directly or indirectly, in any acts or create a conflict of interest between the execution of this Agreement and other business or professional activities of the Parties.

## 19.4 Data Protection and Privacy

- 19.4.1 Both Parties shall ensure that its employees do not take out, sell, or share data/information obtained from the either during the term of the Agreement and in execution of its duties.
- 19.4.2 The Parties shall comply with all applicable laws and regulations governing the handling of personal data and shall not engage in any activity related to the either's personal data that would place the other in violation of any applicable law, regulation, government request, or judicial process.

## 20. AMENDMENT AND ENTIRE AGREEMENT

This Agreement cannot be modified in anyway except in writing signed by the Parties. Save as provided for elsewhere in, this Agreement is the entire agreement between the Parties relating to all matters contained in this Agreement. The Parties revoke any prior promises, representations, understandings, and agreements between them relating to the subject matter of this Agreement. They also agree that they have not relied upon, and have no remedies in respect of, any such promises, representations, understandings, and agreements in entering into this Agreement. However, this does not mean that any Party's liability for fraudulent misrepresentation is limited.

## **21. GENERAL**

- 21.1 This Agreement constitutes the entire Agreement and understanding of the Parties and supersedes any previous Agreement between the Parties relating to the subject matter of this Agreement.
- 21.2 Raxio shall always perform the Services as an independent contractor. Nothing in this Agreement shall be construed to create a relationship of employment, partnership, agency, or joint venture between the Parties. Parties agree to cooperate to maintain facility security in line with the site security policies and procedures forming part of Raxio's Information Security Management System, as notified by Raxio to the Client from time to time.
- 21.3 The Parties agree that neither of them has been induced to enter into this Agreement or any contract in reliance upon any warranty, representation, statement, disclosures, expressions of opinion or undertaking of any kind (whether negligently or innocently made) other than as expressly set out in this Agreement.
- 21.4 This Agreement may be signed in counterparts and by facsimile transmission or other means of electronic communication and each of such counterparts shall constitute an original document, and such counterparts, taken together, shall constitute the same Agreement.
- 21.5 Upon execution of this Agreement the Client warrants that all persons duly employed by it, having had input towards the conclusion of the same are not sanctioned/blacklisted individuals or wanted Criminals in any Jurisdiction or International body for offenses under AML (Anti-Money Laundering), CTF (Counter Terrorism Financing), Human Trafficking among others, and the Client is fully compliant with all industrial regulations. The Client undertakes to bear full responsibility and liability for any actions or penal sanctions resulting from a breach of the same.

## **22. GOVERNING LAW AND JURISDICTION**

- 22.1 This Agreement shall be governed by and construed in accordance with, and all disputes between the parties arising out of or in any way relating to this Agreement or any disputes between the parties in any way connected with the subject matter of this Agreement shall be governed by, the laws of the jurisdiction set forth in Annex 5 for the applicable Raxio Contracting Party providing the Service to the Client, and the Parties to this Agreement irrevocably consent to the exclusive jurisdiction of the competent Courts set forth in such table for the applicable Raxio Contracting Party to adjudicate any dispute arising out of or relating to this Agreement.

## **ANNEX 2 SERVICE LEVEL AGREEMENT**

Unless otherwise specified, generalized terms in this SLA shall have the same meaning as in the Master Services Agreement (**Annex 1**).

### **1. POWER AND ENVIRONMENTAL AVAILABILITY**

#### 1.1 Service Offering

1.1.1 This service level applies across all Services provided by Raxio which includes a redundant power supply and cooling infrastructure for use with the Services hosted at the Data Centre.

#### 1.2 Power Performance Standard

1.2.1 Raxio operates with a **Service Level Objective (SLO)** of providing 100% availability of AC power to Client Equipment; However, only the 99.982% availability set forth in Clause 1.2.2 shall constitute the binding Service Level Guarantee.

1.2.2 AC power supply will be available to the Client Equipment on at least one of the A or B feeds 99.982% of the time, excluding periods of scheduled outages.

1.2.3 Scheduled outages will be notified to the Client in accordance with section "[5. Maintenance](#)" of this Annex 2.

1.2.4 Power unavailability shall be measured by reference to the number of minutes during which AC power is not available to the Client Equipment, through at least one of the redundant power feeds (A or B), within the cabinet at any time during the Term.

1.2.5 Power unavailability shall not include outages or interruptions arising from:

- a) Client applications
- b) any failure of Client Equipment or circuits
- c) Client software, applications, or configurations
- d) where downtime is the result of the Client's use of single-fed equipment connected to only one power feed (A or B), notwithstanding that redundant power was available to the Client's cabinet
- e) acts or omissions of the Client or any person authorised by the Client to use the services
- f) events of Force Majeure; or
- g) planned or emergency maintenance, repairs, or testing carried out by Raxio in accordance with section "[5. Maintenance](#)" of this Annex 2.

1.2.6 Power unavailability will be continuously measured and recorded by Raxio's *Building Management System (BMS)* and/or *Data Centre Infrastructure Management (DCIM)* system.

1.2.7 Power outages shall be categorised and measured in the following periods:

- a) outages lasting more than 8 minutes up to thirty (30) consecutive minutes; and
- b) outages lasting more than thirty (30) consecutive minutes.

### 1.3 Environmental Performance Standard

- 1.3.1 The Data Centre indoor environmental conditions are designed in accordance with ASHRAE *Thermal Guidelines for Data Processing Environments* recommended Class A1, with a supply air temperature of twenty-four (24) degrees Celsius.
- 1.3.2 If the temperature falls below eighteen (18) degrees Celsius or rises above twenty-seven (27) degrees Celsius for more than thirty (30) consecutive minutes in any calendar month, it will be considered “**Temperature Irregularity**” event
- 1.3.3 If the relative humidity in the Data Hall falls below twenty percent (20%) or exceeds eighty percent (80%) for more than fifteen (15) consecutive minutes, it will be considered “**Humidity Irregularity**” event.
- 1.3.4 For the purposes of this Service Level Agreement the temperature and humidity within the room is measured between three (3) and six (6) feet from the floor in each cold aisle.

## 2. ISSUE MANAGEMENT

### 2.1 Service Offering

- 2.1.1 This Service Level will be available to all clients who purchase Managed Services as part of the standard support offering.

### 2.2 Performance Standard

Clients will be notified by email during Normal Business Hours , and by telephone outside Normal Business Hours, in accordance with [Section 4.2 Incident Severity and SLA Commitments](#) of this Annex 2.

- 2.3 Client service response times will be measured and verified by Raxio personnel from the time the event notification is received from Raxio’s Building Management System (BMS) and/or Data Centre Infrastructure Management (DCIM) system to the time when a telephone call or email notification is sent to the Client’s primary and secondary technical contact.

## 3. SERVICE CREDITS

### 3.1 Claim Process

- 3.1.1 To be eligible, the Client must submit a written claim for a service credit within thirty (30) days of the alleged incident, referencing the relevant ticket and providing sufficient details. Claims received after this period shall be invalid.
- 3.1.2 Upon receipt, Raxio will investigate the claim against system logs and operational records. A credit will be granted where Raxio confirms that the failure occurred.

### 3.2 Power Availability Credits

- 3.2.1 For power outages lasting more than eight (8) minutes up to thirty (30) minutes in aggregate in any calendar month, the Client shall be entitled to claim a Service Credit equal to the pro-rated portion of the Fees for one (1) day of that month.
- 3.2.2 For each power outage lasting more than thirty (30) consecutive minutes in any calendar month, the Client shall be entitled to a service credit equal to the pro-rated portion of the Fees for one (1) week of that month.

3.3 Environmental Credits

- 3.3.1 For each confirmed Temperature Irregularity or Humidity Irregularity in any calendar month, the Client shall be entitled to claim a service credit equal to the pro-rated portion of the Fees for one (1) day of that month.
- 3.3.2 The granting of service credits under this SLA shall be the Client's sole and exclusive remedy, and Raxio's entire liability, for any failure to meet the service levels described in this Section.

3.4 Issue Management Credits

- 3.4.1 If Raxio fails to notify the Client of a Severity Rating S1 – Critical or S2 – High incident within thirty (30) minutes of detection, the Client may claim a service credit equal to the pro-rated portion of the Fees for one (1) day of that month.
- 3.4.2 If Raxio fails to provide a follow-up response within thirty (30) minutes of logging an S1 –Critical or within two (2) hours of logging an S2 – High incident, describing the nature of the problem and providing an estimated time to repair, the Client may claim a Service Credit equal to the pro-rated portion of the Fees for two (2) days of that month.

3.5 Cap on Credits

- 3.5.1 The aggregate value of all Service Credits granted under this SLA (including Power Availability, Environmental, and Issue Management) in any calendar month shall not exceed twenty-five percent (25%) of the Fees payable by the Client for that month.
- 3.5.2 For Clients with multiple Services (including multiple Cabinets or Cross-Connects), Service Credits shall apply only to the Fees associated with the affected Service(s). The unavailability of one Service shall not entitle the Client to credits on unaffected Services.
- 3.5.3 Service Credits arising from multiple incidents with the same root cause will be treated as a single incident.

**4. ESCALATION MATRIX**

4.1 During the tenor of this agreement, all matters arising will be communicated to Raxio as per the escalation matrix hereinbelow:

<b>Escalation Groups</b>	<b>Title and Name</b>
<b>Level NOC Support</b>	<b>1</b> NOC Engineer
<b>Level Support Team</b>	<b>2</b> Service Manager Facility Manager Data Hall Supervisor
<b>Level VP Tech Ops</b>	<b>3</b> VP Technical Operations
<b>Level General Manager</b>	<b>4</b> General Manager

4.2 Incident Severity and SLA Commitments

Severity Level	Description	Target Response Time	Target Resolution Time	RCA Target Time
● S1 – Critical	Total data centre outage, catastrophic environmental event with major customer impact	30 Minutes	30 Minutes	24 Hours
● S2 – High	Major service disruption, loss of redundancy (N+1 lost), significant environmental event or security breach.	30 Minutes	2 Hours	48 Hours
● S3 – Medium	Contained outage, minor service disruption with redundancy available or attempted breach.	60 Minutes	4 Hours	72 Hours

## 5. MAINTENANCE

- 5.1 **Emergency Maintenance:** Other than for Planned Maintenance as established in Clause 5.2, Raxio may interrupt or suspend the Services from time to time to facilitate emergency repair, maintenance, or improvement of Raxio's facilities or, any third-party telecommunications or electricity network or other facilities used to provide the Services. Raxio will inform the Client (by way of written notice or email) of such emergency repairs, outages, maintenance, or improvement of Raxio's facilities within a reasonable time prior to the same (being at least **48 hours** in advance of the emergency action OR immediate notice depending on the magnitude of the situation).
- 5.2 **Planned Maintenance:** Raxio shall carry out Planned Maintenance activities on its equipment in accordance with original equipment manufacturer recommendations and/or its Planned Preventative Maintenance procedures.
- 5.3 **Qualified Planned Maintenance:** For Qualified Planned Maintenance, Raxio will give one month's notice (**30 days**) prior to such Qualified Planned Maintenance, to which all Clients undertake to be bound by, and where the Client intends to carry out its own planned maintenance, the Client will give Raxio one month's notice (**30 days**) prior to such planned maintenance, and further undertakes to comply with Raxio's security policies while on site.
- 5.4 For either Emergency Maintenance or Qualified Planned Maintenance, Raxio will specify in the notice the following:
- a. Type, date, and time of maintenance work.
  - b. Scope of maintenance work.
  - c. Any expected symptoms or outages, and their duration.
  - d. Benefits (or risks removed) due to maintenance.
  - e. Reversion plan and expected duration if required.
- 5.5 The responsibility for the maintenance of all Client Equipment brought onto the premises rests solely on the Client, who shall ensure that such equipment is maintained, inspected and serviced in accordance with the applicable original equipment manufacturer (OEM) recommended maintenance scope, procedures, intervals and schedule and in compliance with applicable laws and industry standards. The Client may be required to make improvements or refurbishments from time to time to its equipment as required by the law or as reasonably requested by Raxio where such equipment poses, or is likely to pose, a risk to the Data Centre infrastructure, environment and other clients.
- 5.6 Any non-critical equipment such as laptops brought on to site for maintenance shall be connected (if necessary) to a non-critical power supply.

5.7 Any equipment found connected to rack PDUs will be disconnected and removed from the data hall immediately.

## **6. MISCELLANEOUS**

6.1 Use of Equipment:

6.1.1 The Client acknowledges that all equipment brought on to the premises shall be used in line with all legal, regulatory and industry acceptable standards and best practices. The Client fully bears the risk and liability for any use of equipment beyond the above-stated scope.

6.2 Ownership of Equipment:

6.2.1 Raxio will maintain ownership of all equipment found at the data centre including the racks and all other components provided by Raxio. The Client will maintain ownership of all equipment it migrates into the data centre.

6.3 Loss of and Damage to the Equipment:

6.3.1 Raxio will undertake to have a general insurance coverage over its premises against Fire (and related perils) along with Theft and Burglary. The above notwithstanding, Clients will ensure their equipment comprehensively against any perils beyond the scope of Raxio's general insurance, as Raxio will not carry liability for any loss or damage occurring on the premises beyond the scope of its general cover.

6.4 Tax Indemnification:

6.4.1 The Client will indemnify Raxio against any adverse tax consequences resulting from the Client's breach of its various tax representations.

## **ANNEX 3 - RAXIO ACCEPTABLE USE POLICY**

### **1. ACCEPTABLE USE POLICY (AUP)**

- 1.1 The purpose of this Acceptable Use Policy (AUP) is to ensure the responsible use by Raxio's clients ("Clients") of Raxio's network, services and its resources and to avoid practices which degrade the usability of Raxio's network and services. This AUP is designed to protect the image and reputation of Raxio, as a responsible service provider, by taking care of security, reliability and privacy of Raxio's systems, services and network.
- 1.2 The rules in this AUP are rules for the acceptable use of Raxio systems and the network. The AUP may be adapted to follow any evolution in technology, possibilities and Internet capabilities.
- 1.3 The AUP forms part of the Client's agreement with Raxio for use of the Raxio's services. Failure to comply with this AUP may result in suspension of the services or termination of Client's agreement with Raxio.

### **2. OVERALL PRINCIPLES**

- 2.1 Clients may not use (and will procure that its users do not use) Raxio's services or Raxio's network in any manner which could damage, disable, overburden or impair Raxio's services or network or any other party's computer systems or hack or gain unauthorized access to Raxio's network and systems, its data or effect any denial-of-service attacks or similar acts using Raxio's services or network.
- 2.2 Clients must not use Raxio's network to transmit any potentially unlawful, threatening, libellous, defamatory, tortious, obscene, offensive, hateful, scandalous, inflammatory, pornographic or profane material, or any other material that could give rise to any civil or criminal liability under law, including, without limitation, any material that Client are not entitled to post or transmit, or where such posting or transmission is otherwise in breach of any third party intellectual property rights. Raxio reserves the right to remove any material or data and to block the use of the network for one or more users when their use or purpose does not comply with this AUP.
- 2.3 Raxio will not communicate its clients' e-mail addresses or other personal identification to any third party without prior written approval. Exceptions may include scope of judicial investigations to which Raxio will fully co-operate.

### **3. THE NETWORK**

- 3.1 The Client acknowledges that Raxio is unable to exercise control over the content of the information passing over the Raxio network. Therefore, Raxio is not responsible for the content of any message whether or not the posting was made by a Raxio client.
- 3.2 The Raxio network may be used by the Client to link into other networks worldwide and the Client agrees to conform to the acceptable use policies of these networks.
- 3.3 In addition, the Client undertakes to conform to the Internet protocols and standards.
- 3.4 The Client may not use the Raxio Services or network to circumvent user authentication or security of any host, network, or account (referred to as "cracking" or "hacking"), nor interfere with service to any user, host, or network (referred to as "denial of service attacks").
- 3.5 Without prejudice to the foregoing, Raxio considers that any application that overloads Raxio network by whatever means will be considered as making profligate use of the network and is as such NOT

allowed. Use of IP multicast other than by means provided and coordinated by Raxio is likewise prohibited.

- 3.6 Clients who violate systems or network security may incur criminal or civil liability. Raxio will fully cooperate with investigations of suspected criminal violations, violation of systems or network security under the leadership of law enforcement authorities.

#### 4. ELECTRONIC COMMUNICATION

- 4.1 Clients are forbidden to send e-mail to any person who does not wish to receive it. It is explicitly prohibited to send unsolicited bulk mail messages ("junk mail" or "spam") of any kind (commercial advertising, political tracts, announcements,) or to post the same or similar messages to large numbers of newsgroups (excessive cross-posting or multiple-posting, also known as "USENET spam").
- 4.2 Clients may not forward or propagate chain letters, nor malicious e-mail.
- 4.3 These rules apply to any Internet based distribution medium and any application using the Internet as well (e.g., Usenet news, fax-like documents over the Internet).
- 4.4 These rules apply even if the Client uses another site's server to relay his communications.
- 4.5 Clients are prohibited from forging header information.
- 4.6 A Client may not solicit mail for any other address other than that of the Client, except with full consent of the owner of the referred address.

#### 5. REACTION

Click or tap here to enter text. Questions about this policy, or reports of activities considered to violate this policy, should be sent via email to the address of the relevant Raxio Contracting Party, as specified in the table below.

<b>Raxio Contracting Party</b>	<b>Country</b>	<b>Email</b>
<b>Raxio Data Centre SMC Limited</b>	<b>Uganda</b>	<a href="mailto:support@raxio.co.ug">support@raxio.co.ug</a>
<b>Raxio Data Centre Plc</b>	<b>Ethiopia</b>	<a href="mailto:support@raxio.com.et">support@raxio.com.et</a>
<b>Raxio Data Center DRC SASU</b>	<b>Democratic Republic of Congo</b>	<a href="mailto:support.drc@raxiogroup.com">support.drc@raxiogroup.com</a>
<b>Raxio Data Centre SU Lda</b>	<b>Mozambique</b>	<a href="mailto:support.mz@raxiogroup.com">support.mz@raxiogroup.com</a>
<b>Raxio Data Centre SARL</b>	<b>Côte d'Ivoire</b>	<a href="mailto:support.civ@raxiogroup.com">support.civ@raxiogroup.com</a>
<b>Raxio Angola (SU) Ida</b>	<b>Angola</b>	<a href="mailto:noc.ao@raxiogroup.com">noc.ao@raxiogroup.com</a>

All such reports may be archived and recorded for control purposes.

## ANNEX 4 - KNOW YOUR CUSTOMER

Name of entity paying invoices:

Name of Customer:

Nature of engagement with <Name of Operating Company

*(In case the entity paying invoices is the same as the customer, kindly state so)*

1. What is the Customer's full legal name?
2. What is the Customer's registered Tax Identification number?
3. What is the Customer's registered address? (Please provide us with more than just a post office box address, include utility bills as proof of address)
4. What is the Customer's entity type (a public company, Limited Liability company, non-government organization etc.)?
5. What is the Customer's key business activity, as stated in the documents of incorporation?
6. What are the Customer's key sources of income? Please provide us with details about these sources.
7. What are the primary business jurisdictions the Customer operates in? (Primary countries of operation)
8. Please send us a certified copy\*\*\* of the Customer's registration documents (e.g., certificate of incorporation or memorandum and articles of association, Commercial Registration Certificate, Business/investment license, Tin Registration Certificate etc). If the registration documents are not in English, please also provide us with an official translation.
9. Please state the name and email address of the person who we can contact for all matters related to the Customer (preferably the company secretary)
10. Please avail certified documents of registration naming the directors & secretary of the company.
11. For one of the natural directors of the Customer:
  - a. please send us a certified copy\*\*\* of their passport and a certified copy\*\*\* of their driving license / national ID card / residence permit card / work permit card; and
  - b. please tell us what their permanent residential address is.
  - c. In the cases of absence of natural persons in roles such as secretary, kindly share the incorporation documents of all such companies.
12. Please list all of the shareholders of the Customer along with the stake held by each Shareholder. (In the alternative, attach necessary company forms detailing such stake)
13. Are there any natural shareholders that directly or indirectly own 25% or more of the Customer? If the answer is YES:
  - a. please send us a certified copy\*\*\* of their passport and a certified copy\*\*\* of their driving license / national ID card / residence permit card; and
  - b. please tell us what their permanent residential address is.
  - c. In cases of absence of natural persons as shareholders, kindly avail the incorporation documents of such entities serving as shareholders of the customer.

**Payor:**

If a different entity will be paying our invoices, in addition to the information provided above for the Customer, please respond to the questions below for the Payor:

1. What is the Payor's full legal name?
2. What is the Payor's registered number?
3. What is the Payor's registered address? (Please provide us with more than just a post office box address, include utility bills as proof of address).
4. What is the Payor's entity type (a public company, Limited Liability company, non-government organization etc.)?
5. What is the Payor's key business activity? Please provide us with details about these activities.
6. What are the Payor's key sources of income? Please provide us with details about these sources.
7. What are the primary business jurisdictions the Payor operates in (primary countries of operation)?
8. Please send us a certified copy\*\*\* of the Payor's registration documents (e.g. memorandum and articles of association, Commercial Registration Certificate, Business/investment license, Tin Registration Certificate etc). If the registration documents are not in English, please also provide us with an official translation.

Please state the name and email address of the person who we can contact for all matters related to the Payor.

9. Please avail certified documents of registration naming the directors & secretary of the company.
10. For one of the natural directors of the Payor:
  - a. please send us a certified copy\*\*\* of their passport and a certified copy\*\*\* of their driving licence / national ID card / residence permit card / work permit card; and
  - b. please tell us what their permanent residential address is.
  - c. In the cases of absence of natural persons in roles such as secretary, kindly share the incorporation documents of all such companies.
11. Please list all of the shareholders of the Payor along with the stake held by each Shareholder. (In the alternative, attach necessary company forms detailing such stake)
12. Are there any natural shareholders that directly or indirectly own 25% or more of the Payor? If the answer is YES:
  - a. please send us a certified copy\*\*\* of their passport and a certified copy\*\*\* of their driving license / national ID card / residence permit card; and
  - b. please tell us what their permanent residential address is.
  - c. In cases of absence of natural persons as shareholders, kindly avail the incorporation documents of such entities serving as shareholders of the customer.

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***certified copy\*\*\* means a copy which has been signed and stamped by a qualified body as a "true copy of the original"***  
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Please note that depending on the answers that are provided, we may require further information and documentation for the purposes of KYC.

Should you have any questions or concerns, please do not hesitate to get in contact.

***Note: The Client hereby consents to the collection of the above-mentioned data and further agrees to Raxio maintaining such records as part of its Database for the duration of this Agreement and after the same has been terminated, for purposes of record keeping and good housekeeping accountability practice.***

## ANNEX 5 – RAXIO CONTRACTING PARTY AND GOVERNING LAWS AND JURISDICTION

<b>Raxio Party</b>	<b>Contracting Party</b>	<b>Country and Address</b>	<b>Governing Laws</b>	<b>Governing Court</b>
<b>Raxio SMC Limited</b>	<b>Data Centre</b>	<b>Uganda</b> Plot 781, Block 113, Mukono Uganda	Laws of Uganda	Courts of Uganda
<b>Raxio Data Centre Plc</b>		<b>Ethiopia</b> ICT Park, Bole Sub-City, Woreda 11, House No. New and Slot No. B11-9, Addis Ababa, Ethiopia	Laws of Ethiopia	Courts of Ethiopia
<b>Raxio Data DRC SASU</b>	<b>Center</b>	<b>Democratic Republic of Congo</b> SITE RAXIO, 12e rue, quartier industriel, commune de Limete, Ville de Kinshasa, RDC,	Laws of Democratic Republic of Congo	Courts of Democratic Republic of Congo
<b>Raxio Data Centre SU Lda</b>		<b>Mozambique</b> Beluluane Industrial Park, lotes nº 128 e 129, Boane District, Maputo Province	Laws of Mozambique	Courts of Mozambique
<b>Raxio Data SARL</b>	<b>Centre</b>	<b>Côte d'Ivoire</b> zone VITIB, parc technologique Mahatma Ghandi, Immeuble Bonoua Commune de Grand Bassam, District d'Abidjan, Côte d'Ivoire	Laws of Côte d'Ivoire	Courts of Côte d'Ivoire
<b>Raxio Angola (SU) Ida</b>		<b>Angola</b> Estrada de Cacucaco, Km 14, Bairro Panguila, Talhão 1, Edifício 770, Município do Sequele, Província do Ícolo e Bengo. Angola, Luanda	Laws of Angola	Courts of Angola