Master Services Agreement:

Annexure G: Service Schedule – Hosted Website and Domain Services V10-13

GLOBAL MICRO

Intelligent Technology

Hosted Website and
Domain Services

SERVICE SCHEDULE
ANNEXURE G

This Service Schedule for **Hosted Website and Domain Services V10-13** (the "Service") replaces all previously signed/incorporated versions of the Service Schedules for Hosted Website and Domain Services or Service Schedules for Hosted Website Services (if any). It forms part of the Master Services Agreement and Master Services Schedule. Its provisions are an integral part of the Master Services Agreement. Words and expressions defined in the General Conditions and Master Services Schedule shall (unless otherwise defined in this Services Schedule) bear the same meanings where used in this Service Schedule. In this Service Schedule, the following words and phrases shall have the following meanings unless the context otherwise requires:

1. Interpretation

1.1. "**Administrator and Registry**" means Uniforum SA, the administrator of the .co.za Domain Namespace.

1.2. "**Administrator Policies**" refers to the Administrator policies published by the Administrator periodically at www.registry.net.za.

1.3. "**Apache**" or "**Apache HTTP Server**" means a web-server application developed and maintained by an open community of developers under the Apache Software Foundation's auspices.

1.4. "**ASP**" or "**Active Server Pages**" is a technology developed by Microsoft Corporation which enables HTML pages to be dynamic and interactive with the help of JScript code or Visual Basic.

1.5. "**ASP.NET**" means the next generation of Microsoft's Active Server Page (ASP), which supports code written in compiled languages like C++, Visual Basic, and Perl. It features server controls that can separate the code from the content.

1.6. "**Cron Management**" means a service that enables the scheduled execution of host commands or web applications on a webspace.

1.7. "**CGI**" or "**Common Gateway Interface**" refers to the process of connecting web pages to other programs running on the server, allowing visitors access to resources they wouldn't typically have.

1.8. "**Custom Error Docs**" refers to customised Internet pages displayed to the user when an unforeseen error occurs while accessing the requested URL.

1.9. "**Domain Names**" means the representation of an Internet Protocol (IP) resource, such as a personal computer used to access the Internet, a server computer hosting a website, or the website itself or any other service communicated via the Internet.

1.10. "**FTP**" or "**File Transfer Protocol**" refers to a standard method of transferring files between two Internet sites. It is a method for logging in to another Internet site to retrieve or send files.

1.11. "**Hotlink Protection**" means protecting a website from unauthorised hotlinking. Hotlinking occurs when another website owner links directly to one or more images or multimedia files and includes them on their webpage.

1.12. "**IIS**" or "**Internet Information Services**" refers to Microsoft's web server software application and a set of feature extension modules created by Microsoft for use with Microsoft Windows.

1.13. "**ISAPI Rewrite**" means a URL manipulation engine designed specifically for Microsoft's Internet Information Server (IIS).

1.14. **"Parallels Automation"** refers to a distributed, modular, multi-tier hosting automation software platform developed by Parallels Holdings Ltd.

1.15. **"PHP"** or "**PHP: Hypertext Pre-processor"** means a server-side scripting language initially designed by Rasmus Lerdorf for web development and used as a general-purpose programming language.

1.16. "**SSH"** or "**Secure Shell**" is a cryptographic network protocol that provides an alternative means of managing website content, as well as FTP and File Manager.

1.17. **"SSI"** or "**Service Side Includes**" means a method for dynamically generating WWW documents or parts of them. As a result, some information on a Web page, such as the current date, the file's last modification date, and the size or the last modification of other files, is available. Its more advanced capabilities provide a powerful interface to CGI—the most common way to create dynamic Web pages.

1.18. "**WAP"** or "**Wireless Application Protocol**" refers to a technical standard that supports accessing information over a mobile wireless network.

1.19. **"Webalizer Web Statistics**" refers to a log analysis program that produces usage reports, which can be viewed and configured using a standard web browser.

2. Service Overview

2.1. The Service provides access to one or more of the following:

2.1.1. Linux Shared Web Hosting via a hosted cloud-based service using Parallels Automation.

2.1.2. Windows Shared Web Hosting via a hosted cloud-based service using Parallels Automation.

3. Standard Features

3.1. **Shared Hosting Standard Edition**

3.1.1. Multiple Domain Hosting, Parking and Forwarding

3.1.1.1. Note: Domain Registration, Transfer and Renewal are charged separately

3.1.2. PHP7 support

3.1.3. SSI support

3.1.4. SSL support

3.1.5. FTP support

3.1.6. Webalizer Web Statistics

3.1.7. Instant website backup support

3.1.8. Management of the Service, including Fault Reporting

3.1.9. The Services include Self-Support, which provides for (1) An entitlement to register users and systems in SP's Portal, (2) Complete access to service updates and errata links, (3) Access to Knowledgebase articles and Frequently Asked Questions, (4) The ability to open a support ticket for issues related to provisioning and billing. Self-Support does not include support for any issues related to operating systems, applications, or services. Customers who wish to log service requests for Tier 1, 2 or 3 Support directly with SP may subscribe to a separate Support Services Subscription for an additional fee.

3.1.10. Apache website hosting

3.1.11. CGI support

3.1.12. Custom error docs

3.1.13. Handlers configuration

3.1.14. Mime Types configuration

3.1.15. Name-based virtual host

3.1.16. WAP support

3.1.17. Cron Management

3.1.18. File Manager

3.1.19. Log files access

3.1.20. Hotlink Protection

3.1.21. Denied the IPS configuration

3.1.22. SSH access

3.1.23. MySQL database support

4. Optional Services

4.1. **Domain registration, updates, renewals, deletion, queries and transfers**

4.1.1. The Administrator runs the registry system used to process ".CO.ZA" Domain Name related transactions. Domain Name Registrars, such as the SP, initiate these transactions, including domain registrations, updates, renewals, deletions, queries, and transfers.

4.1.2. SP has been accredited as an independent Registrar to register Domain Names on the Administrator's registry system. All Domain Names that SP registers within the .co.za domain name space are subject to the Administrator Policies, which may be amended from time to time.

4.1.3. SP acts on your instructions to the extent that those instructions are possible and lawful. Domain Name Administrators have the right to cancel, transfer or suspend a Domain Name registration in certain circumstances, such as compliance with a court order or an arbitrator's ruling.

4.1.4. SP also utilises an international registrar's services to register generic Top-Level Domains (gTLDs, such as .com and .org) and Top-Level Domains in non-South African country codes (ccTLDs, such as .uk and .eu). This registration is subject to the terms of the relevant registrar, www.opensrs.com. Registration, maintenance, or transfer of a Domain Name is subject to the applicable registry's terms governing the Domain Name. SP cannot guarantee the registration of any Domain Name.

4.1.5. Domain Names are made available on a "first-come, first-served" basis. SP, therefore, does not guarantee the availability of the requested Domain Name.

4.1.6. SP does not permit "cybersquatting" (also known as "domain squatting"), i.e. registering a Domain Name in bad faith, intending to profit from the goodwill of a trademark belonging to someone else.

4.1.7. Registering a Domain Name is like getting a licence. If the Domain Name is current, one can continue to use it.

4.1.8. Domain Names are not regarded as property and cannot be "owned" by anyone. However, domain names are in the name of the "Registrant".

4.1.9. Ensuring that the correct person or entity is reflected as the Registrant is essential. SP will only act on the Profile Owner's instructions or on behalf of anyone authorised to act on the SP profile. In certain instances, the Registrant might not be the Profile Owner.

4.1.10. The Registrant or its agent will retain control of the Domain Name. SP will maintain the Domain Name as part of the Service.

4.1.11. SP will insert its details as the billing and Technical Contact of the Domain Name unless the Customer registers the Domain Name itself or manages the Domain Name record directly with the applicable Registry.

4.1.12. Any Internet Protocol (IP) address allocated by SP will remain SP's sole property. SP grants a non-exclusive, non-transferable licence to use the IP address for the duration of the Subscription.

4.1.13. New ".CO.ZA" registrations are allowed a grace period of seven consecutive days immediately following the Domain Name registration, during which one can cancel the Domain Name registration with minimal cost implications.

4.1.14. Domain Names registration is for one year. <u>While the SP will attempt to ensure that the Domain Name does not lapse, it is not the SP's responsibility to prevent it from expiring.</u> Our systems only automatically renew the Domain Name if the automatic renewal option has been selected; otherwise, the Domain will lapse. SP will try to send a reminder, but it is not required.

5. Limitations and Account Termination

5.1. **Migration of Servers**

5.1.1. As part of our regular business operations, we may need to migrate our servers. As a result, even if SP provided a dedicated IP, SP may assign a different IP number. SP does not warrant that it will be able to maintain the given IP numbers consistently.

5.1.2. **Termination of Subscription**

5.1.2.1. Upon expiration or termination of a subscription, the Customer must relinquish use of the IP addresses and server names assigned for use with the Service, including pointing the Domain Name System ("DNS") for domain names away from SP's servers. Before the Services' termination, the Technical Contact is responsible for moving the website or server content off SP's servers. SP will not transfer the FTP website or server content to another provider. If the Technical Contact fails to remove the website or server content from our servers before cancellation, all such content will be deleted, and SP will not be able to provide a copy of it.

6. Customer Obligations

6.1. Justification

6.1.1. SP shall have the right to seek justification for the Customer's use of the Service, specifically IP address purchases. The Customer must provide all information reasonably requested by SP. Regarding such a purchase, the customer's name and justification are disclosed to certain registries, including, but not limited to, the American Registry for Internet Numbers, in accordance with policies promulgated by such registries. Such information may be displayed publicly on the Whois database.

6.1.2. Abusive Activities

6.1.2.1. SP servers and hosted websites may not be used as a source, intermediary, reply-to address, or destination address for mail bombs, Internet packet flooding, packet corruption, denial-of-service attacks, or other abusive activities. Server hacking or other perpetration of security breaches is prohibited, and SP reserves the right to remove sites containing information about hacking or links to such information. Use of your website as an anonymous gateway is prohibited.

6.1.2.2. The SP prohibits the use of software or scripts that run on SP servers and cause the server to load beyond a reasonable level, as determined at SP's sole discretion. SP reserves the right to temporarily or permanently remove your website from its servers if the Customer violates this Agreement or engages in activities that threaten SP's network's stability. SP may remove all sites associated with the Customer's account if one website violates this Agreement.

6.1.2.3. Customer agrees not to engage in unacceptable use of the Service, which includes, without limitation, use of the Services to (1) disseminate or transmit any material that, to a reasonable person, may be grossly offensive, vulgar or malicious; (2) attempt to mislead any person as to the identity, source or origin of any communication; (3) interfere, disrupt or attempt to gain unauthorized access to any computer system, server, network or account without authorisation trying to access or at a level exceeding its authorization; (4) engage in any other activity deemed by SP as in conflict with the spirit or intent of this Agreement or any of SP's policies; or (5) use SP's server as an "open relay" or for similar purposes.

6.1.3. SP prohibits running a public recursive DNS service on any of SP's servers. All recursive DNS servers must be secured to allow only internal network access or a limited set of IP addresses. SP actively scans for public DNS services and reserves the right to remove any servers from the network that violate this restriction.

6.1.4. SP prohibits (i) any web spider or indexer (including Google Cash / AdSpy) on shared servers, (ii) any software that interfaces with an IRC (Internet Relay Chat) network, (iii) Operation of any chatbox, shoutbox, or other chat platforms that are hosted directly from our servers (iv) Running (but not linking) to any bit torrent application, tracker, or client. (v) Participation in any file-sharing/peer-to-peer activities (vi) Running any gaming servers such as Counter-Strike, Half-Life, Battlefield 1942, etc. (vii) Running Cron entries with intervals of less than 5 minutes without prior written approval.

6.1.5. Storage and Security

6.1.5.1. Technical Contact shall be solely responsible for undertaking measures to (1) prevent any loss or damage to the website or server content; (2) maintain independent archival and backup copies of site or server content; and (3) ensure the security, confidentiality and integrity of all website or server content transmitted through or stored on SP servers.

6.1.5.2. SP servers are not an archive; SP shall have no liability to any other person for any loss, damage or destruction. The Services must not be used to provide a PCI (Payment Card Industry) compliant environment. The Customer should not consider the Services to be PCI compliant. The Customer should not use the Service in any way, in SP's sole discretion, that shall impair SP's services or equipment's functioning or operation. Impairment includes but is not limited to (1) a repository or instrument for placing or storing archived files or (2) placing or storing material for download through other websites. SP shall have the right to conduct a forensic examination in case of a compromise of the Customer's server or account.

6.1.6. **Website and Server Content**

6.1.6.1. Customer shall be solely responsible for providing, updating, uploading and maintaining the website or server and any files, pages, data, works, information or materials on, within, displayed, linked or transmitted to, from or through the website or server, including, but not limited to, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, email or other messages, meta tags, domain names, software and text. While providing technical assistance, it may be necessary for SP support staff to modify, alter or remove the Service's content. The website or server content shall include any registered domain names provided to SP or registered for use with the Service.

6.2. Websites may not include any of the following content: (1) image hosting scripts that allow an anonymous user to upload an image for display on another site (similar to Photobucket or Tinypic); (2) banner ad services for display on other websites or devices (commercial banner ad rotation); (3) file dump/mirror scripts that allow an anonymous user to upload a file for other to download (similar to Rapidshare); (4) commercial audio streaming (more than one or two streams); (5) push button mail scripts that allow the user to specify recipient email addresses; (6) anonymous or bulk SMS gateways; (7) backups of content from another computer or website; (8) BitTorrent trackers; or (9) any script that causes a degradation in the performance of SP server or network environment.

7.   Storage and Subscription Limits

7.1. All Subscriptions are subject to a limit of no more than 102,400 inodes per account for Linux® hosting accounts or 102,400 files and folders per account for Windows® hosting accounts.

7.2. All Subscriptions are limited to no more than 1,000 tables per database and no more than one gigabyte of storage per database. Any account or database exceeding these limits will be issued a network violation warning. It will be subject to suspension if there is no reduction in the number of inodes, files, folders, tables, or gigabytes (as applicable).

8.   Bandwidth Limits

8.1. SP allocates a monthly bandwidth allowance, which varies depending on the Subscription.

8.2. Should an account pass the allocated amount, SP reserves the right to (1) suspend the account until the start of the next allocation, (2) suspend the account until more bandwidth is purchased at an additional fee, (3) suspend the account pending an upgrade to a higher-level subscription, (4) terminate the Customer's account, and (5) charge an additional fee for the overages.

8.3. SP will bill for bandwidth usage beyond the allocated amount at the rate specified in the Service Fees Schedule.

8.4. Unused bandwidth allocation in one month cannot be carried over to the next month or refunded.