

# General Terms and Conditions

- 1 **Purpose and Objectives.** This services agreement incorporates the following documents by reference:
  - 1.1 General Terms and Conditions containing the general terms and conditions applicable to all Services;
  - 1.2 Services Description that describes the Services you are buying and related fees;
  - 1.3 Product Terms and Conditions containing the additional terms for the particular Hosting Services you are buying;
  - 1.4 Acceptable Use Policy;
  - 1.5 Privacy Policy;
  - 1.6 Refund Policy.

When we use the term “Hosting Services Agreement” or “Agreement” in any of these documents, we are referring collectively to all of them.

- 2 **Parties to the Agreement.** This Agreement is made between you the Client (“you” or “Client”), and Unified Microsystems (hereinafter referred to as “the Supplier” or “we” or “us”) of PO BOX 121410, Dubai, United Arab Emirates.
- 3 **Relationship.** Nothing in the Agreement prevents the Supplier from marketing, developing, using and performing similar services or products to other potential clients. There are no third-party beneficiaries to the Agreement, meaning that your customers, subsidiaries, affiliates, and other third parties do not have any rights against the Supplier under the Agreement.
- 4 **Definitions.**

“Acceptable Use Policy” or “AUP” means the Supplier’s Acceptable Use Policy as of the date you sign the Agreement.

“Business Day” meaning 09:00 to 17:00, Sunday to Thursday, excluding public holidays, in the time zone of Abu Dhabi (GMT+4 Hours).

“Commencement date” means the date that the Agreement is considered to be effective.

“Confidential Information” means all information disclosed by one of us to the other, whether before or after the effective date of the Agreement, that the recipient should reasonably understand to be confidential, including: (i) for you, all information transmitted to or from, or stored on, your Hosted System, (ii) for The Supplier, unpublished prices and other terms of service, audit and security reports, product development plans, solution diagrams, data centre designs (including non-graphic information you may observe on a tour of a data centre), and other proprietary information or technology, and (iii) for both of us, information that is marked or otherwise conspicuously designated as confidential. Information that is independently developed by one of us, without reference to the other’s Confidential Information, or that becomes available to one of us other than through breach of the Agreement or applicable law, shall not be “Confidential Information” of the other party.

“External user” means any third party including you the client, who is accessing or attempting to access our services and systems. Any system outside of our network not related to our organisation is an external system.

“Hosted System” means a combination of hardware, software and networking elements that comprise an information technology system. Depending on the Services you are buying, the Hosted System may consist of a dedicated system for your use only, or the right to use certain parts of a shared system that The Supplier maintains for many customers, or a combination of some dedicated elements and some shared elements.

“Hosting Services” means: (i) The Supplier’s provision for your use of the Hosted System described in the Services Description, and (ii) Support.

“Product Terms and Conditions” means the terms and conditions that are incorporated by reference in your Hosting Services Agreement and that state additional terms and conditions for the particular Hosting Services you are buying.

“Services Description”, “Supplementary Services” or “Services” means a written description of the Hosted System and/or Supplementary Services you are buying from The Supplier, and related fees that is incorporated by reference in the Agreement, including any “plan” or other name given to a Services description that you submit to The Supplier as part of an online order process.

“Service Level Guarantee” or “Service Level Guarantees” means a guarantee or guarantees identified as a “Service Level Guarantee” or “Service Level Guarantees” in the applicable Product Terms and Conditions.

“Service Order” means instruction from Client to Supplier to provision services either by purchase order, ticket, e-mail confirmation, fax confirmation, or by the Suppliers online billing system.

“Support” has the meaning stated in the applicable Product Terms and Conditions.

“Ticket” a system used to track individual issues. A new issue is reported by “opening a ticket” or “raising a ticket” via the helpdesk software.

- 5 **End User Support.** The Supplier will provide support for the Suppliers systems and will be communicated only to you, not to your customers, subsidiaries or affiliates. Support consists of guides and setup instructions that detail the steps required to use our services which the Client is required to follow. In the event you are unable to follow instructions or would prefer for us to do this on your behalf, the Supplier will quote for the work required and invoice accordingly on approval from the Client.
- 6 **Provision of New Systems.** The Supplier will install default and blank environments of the services requested. It is the sole responsibility of the Client to perform all other services, data or website transfer, training, routines or configurations, unless these services have been requested by the Client and stated explicitly as part of the work order.
- 7 **Term.** The Agreement commences and is effective as of the time that you sign the form of Agreement prepared by the Supplier, or accept the Agreement as part of the Supplier’s order process. The Agreement is for an initial period equal to the length requested at time of order, and at the end of this initial period is automatically renewable for a further period of the same length and on each subsequent anniversary thereafter unless otherwise terminated by the Client following the non-renewal process.
- 8 **Changes to the Acceptable Use Policy.** We may change the Acceptable Use Policy provided that the changes are

reasonable and consistent with hosting industry norm, in such an event we will publish a revised version of the AUP on our website and advise you via our support channels. The revised AUP will become effective on the first to occur of (whichever is sooner):

- 8.1 The first day of a renewal term for the Agreement that begins at least thirty (30) days after the time that the revised AUP has been posted;
- 8.2 Your execution of a new or additional agreement for all or part of your Hosted System that incorporates the revised AUP by reference; or
- 8.3 Thirty (30) days following our written notice to you of the revision to the AUP.

9 **Changes to Data Centres.** We are constantly upgrading our data centre facilities and in order for you to benefit from this, you agree that we may relocate your servers within our data centres, make changes to the provision of the Services, URLs and your IP addresses and may establish new procedures for the use of the Services. In each case we will give you reasonable advance notice and use all reasonable endeavours to minimise the effect that such change will have on your use of the Services.

10 **Client Delays to Services.** The Supplier will be entitled to an adjustment to any penalties or refunds due in respect of inadequate performance if the Supplier is prevented from performing specific Services for any reasons beyond the control of the Supplier which are caused by the Client.

11 **Suppliers Obligations.** The Supplier will provide services in accordance with the Services Description, the Service Level Guarantees, and other specifications in this Agreement. The Supplier will maintain security practices that are at least as stringent as industry best practices and will perform all Services in accordance with applicable law.

12 **Clients Obligations.** The Client will use reasonable security precautions and must comply with the laws applicable laws and with the Acceptable Use Policy in connection with the use of the Services. The Client agrees to pay the Supplier on-time, and cooperate with the Supplier's reasonable investigation of Service outages, security problems, and any suspected breach of the Agreement.

13 **Provisions.** The Client agrees that the Supplier provides Hosting Services subject to the following:

- 13.1 The Supplier does not promise that the Services will be uninterrupted, error-free, or completely secure. You acknowledge that there are risks inherent in Internet connectivity that could result in the loss of your privacy, Confidential Information and property. The Supplier disclaims any and all warranties not expressly stated in the Agreement to the maximum extent permitted by law, including the implied warranties relating to satisfactory quality and fitness for a particular purpose. You are solely responsible for the suitability of the services chosen. Any services that we are not contractually obligated to provide but that we may perform for you at your request and without any additional charge are provided on an 'as is' basis.
- 13.2 The supplier does not have knowledge of the data you store within your Hosted System, including the quantity, value or use of the data. You are therefore responsible to take all reasonable steps to mitigate the risks inherent in the provision of the Services, including data loss. The Services that The Supplier has agreed to provide to assist you to mitigate such loss (if required) are set out in the Services Description, which may include backup services and geographically redundant servers. The Supplier does not promise to back up your data unless you have

purchased backup services. If you purchase backup services The Supplier does not promise to retain any data backup(s) for longer than the agreed data retention period as set out in the Services Description. In all events, you release The Supplier from liability for loss of data to the extent that the data has changed since the time that we were last required by the Agreement to perform a backup.

- 14 **Service Fees.** Establishment of services is dependent upon receipt by the Supplier of payment of stated charges. Professional fees payable for performing any of the Services defined within this agreement are to be in accordance with the conditions of each service, depending on the service requested by the Client.
- 15 **Invoices.** Invoices are issued as follows:
  - 15.1 For monthly billed services your first invoice will include the initial one-time set-up fee (if any), and a prorated monthly recurring fee from the Service Commencement Date to the last day of the calendar month. Following the Service Commencement Date, monthly recurring fees will be billed monthly in advance on or around the first day of each calendar month.
  - 15.2 For quarterly and annually billed services your first invoice will include the initial one-time set-up fee (if any), and a quarterly or annual fee from the Service Commencement Date. Following the Service Commencement Date, recurring fees will be billed in advance on or around the first day that fees are due, either in 3 month periods from the Service Comment date (for services billed quarterly), or 12 month periods from the Service Commencement date (for services billed annually).
  - 15.3 Non-recurring fees, including but not limited to fees such as bandwidth overages and plan upgrade fees, will be billed monthly in arrears.
- 16 **Payment Terms.** The Client agrees that all fees will be paid before or on the due date, in the currency of the invoice, by telegraphic transfer of funds to designated account or by current dated cheque in the name of the Supplier. If paying by telegraphic transfer the client is responsible for all transfer fees. Payments returned will be chargeable with an administration fee up to the maximum amount permitted by law.
- 17 **Invoice Disputes.** If there is a dispute with respect to any portion of an invoice, you shall pay the undisputed portion of the fees promptly and provide written details specifying the basis of any dispute. Both parties agree to work together to promptly resolve any disputes. Invoices that are not disputed within 90 days of invoice date are conclusively deemed accurate.
- 18 **Late Payment.** If any invoice is not settled in full within 5 days from receipt of invoice, the Supplier will add a late payment and administrative fee of 1.5% of the total invoice amount per month and suspend services.
- 19 **Recovery.** In the event the Supplier brings legal action to collect outstanding monies, the Client agrees to pay for the costs of collection, including reasonable legal fees, expenses and court costs.
- 20 **Increases.** We may increase our fees for Services at any time by providing notice to you via ticket. Fee increases will not be applied to your Services purchased prior to the time of the fee increase until at least forty-five (45) days after the date the new fees are first published, but any new Service or Services you purchase after a fee increase will be charged at the new fees.

- 21 **Taxes.** The Client agrees to pay directly or reimburse the Supplier for any taxes arising directly out of this Agreement excluding any taxes on the Suppliers income.
- 22 **Refunds.** We do not offer refunds for servers and Services purchased in advance, please see our Refund Policy for further information.
- 23 **Suspension.** In addition to Suspension of Services for non-payment, we may suspend Services without liability if:
- 23.1 We reasonably believe that the Services are being used in breach of the Agreement or acceptable use policy; or
  - 23.2 You don't cooperate with our reasonable investigation of any suspected violation of the Agreement; or
  - 23.3 There is an attack on your Hosted System or your Hosted System is accessed or manipulated by a third party without your consent; or
  - 23.4 We are required by law to suspend your Services; or
  - 23.5 There is another event for which we reasonably believe that the suspension of Services is necessary to protect the Supplier's network or our other customers; or
  - 23.6 The Client fails to pay any overdue amount within four (4) Business Days of our written notice to your billing contact, regardless of whether the overdue amount is related to this service or any other service provided by the Supplier for which payment is overdue. The Client agrees that if the Services are reinstated after a suspension for non-payment, the Client will pay a reasonable reinstatement fee.
  - 23.7 We determine in our reasonable commercial judgment that your Hosted System poses an imminent and significant operation or security risk to the Supplier or its customers then the Supplier will suspend your Hosted Services until the cause for suspension is resolved. If your Hosted System is compromised The Client must address the vulnerability prior to The Supplier placing the Hosted System back in service or, at your request, we may be able perform this work for you at our standard hourly rates as a Supplementary Service.
- 24 **Notice.** We will give you advance notice of a suspension under this clause of at least twelve (12) Business Hours unless we determine in our reasonable commercial judgment that a suspension on shorter or contemporaneous notice is necessary to protect the Supplier or its other customers from imminent and significant operational or security risk.
- 25 **Termination for Breach by Supplier.** You may terminate the Agreement for breach if we:
- 25.1 Materially fail to provide the Services as agreed and do not remedy that failure within ten (10) days of your written notice describing the failure;
  - 25.2 Materially fail to meet any other obligation stated in the Agreement and do not remedy that failure within thirty (30) days of your written notice describing the failure.
- 26 **Termination for Breach by Client.** We may terminate the Agreement for breach if:
- 26.1 We discover that the information you provided for the purpose of establishing the Services is materially inaccurate or incomplete;
  - 26.2 The individual signing the Agreement did not have the legal right or authority to enter into the Agreement on

behalf of the person represented to be the customer;

26.3 Your payment of any invoiced amount is overdue and you do not pay the overdue amount within four (4) Business Days of our written notice;

26.4 You have made payment arrangements via credit card or other third party, and the third party refuses to honour our charges;

26.5 You fail to comply with any other obligation stated in the Agreement and do not remedy the failure within thirty (30) days of our written notice to you describing the failure;

26.6 You breach the AUP more than once even if you remedy each breach; or

26.7 Your agreement for any other service provided by the Supplier is terminated for breach of the acceptable use policy applicable to that service.

27 **Termination for Convenience.** You may terminate this Agreement for convenience at any time as long as the following notice is given prior to your service renewal date:

27.1 30 days written notice for services agreed on a monthly based contract;

27.2 60 days written notice for services agreed on a quarterly based contract;

27.3 90 days written notice for services agreed on a yearly based contract.

28 **Termination on Change of Acceptable Use Policy.** If your compliance with the revised AUP would adversely affect your use of the Hosting Services, and you give written notice of your objection no later than thirty (30) days following the date that the revised AUP would otherwise have become effective as to you, you may elect to terminate the Agreement on these grounds by giving written notice and will not be subject to an early termination fee for a termination on these grounds. If you continue to use the Hosting Services after this period the Client will waive the right to terminate their Hosting Service without being subject to an early termination fee.

29 **Early Termination Fee.** If you terminate this Agreement for convenience or we terminate this Agreement for your breach, in addition to other amounts you may owe, you must pay an early termination fee equal to the total monthly recurring fees for the remaining portion of the then-current term. You will not be charged an early termination fee under this Section in the event you terminate this Agreement as part of an agreement to establish a replacement for the Hosted System in a different service segment provided by the Supplier, even if the overall fees for the replacement system are less than those for the Hosted System, provided that the replacement system is the functional equivalent of the Hosted System.

30 **IP Addresses.** Upon expiration of termination of the Agreement, you must promptly discontinue use of the services and relinquish use of the IP addresses and address blocks and server names assigned to you by Supplier in connection with Services, including pointing the DNS for your domain name(s) away from Supplier Services.

31 **Indemnification.**

31.1 The Client agrees that it shall defend, indemnify, save and hold the Supplier harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against the Supplier, its agents,

its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by Client, its agents, employees or assigns. The Client agrees to defend, indemnify and hold harmless the Supplier against liabilities arising out of (1) any injury to person or property caused by any products sold or otherwise distributed in connection with the Suppliers services; (2) any material supplied by Client infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to a customer from or through the Suppliers Hosting service.

- 31.2 If we, our affiliates, or any of our or their respective employees, agents, or suppliers (the "Indemnitees") is faced with a legal claim by a third party arising out of your actual or alleged negligence, breach of law, breach of copyright, failure to meet the security obligations required by the Agreement, breach of the AUP, breach of your agreement with your customers or end users, or breach of this General Terms and Conditions, then you will pay the costs of defending the claim (including reasonable legal fees) and any damages award, fine or other amount that is imposed on the Indemnitees as a result of the claim. Your obligations under this clause include claims arising out of the acts or omissions of your employees or agents, any other person to whom you have given access to the Services, and any person who gains access to the Services as a result of your failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorised by you. You must also pay reasonable legal fees and other expenses we incur in connection with any dispute between persons having a conflicting claim to control your account with The Supplier, or any claim by your customer or end user arising from an actual or alleged breach of your obligations to them.
- 31.3 We will choose legal counsel to defend the claim, provided that these decisions must be reasonable and must be promptly communicated to you. You must comply with our reasonable requests for assistance and cooperation in the defence of the claim. We may not settle the claim without your consent, although such consent may not be unreasonably withheld, delayed or conditioned. You must pay reasonable legal fees and expenses due under this clause as we incur them.
- 31.4 The Supplier is not responsible to you or any third party for unauthorised access to your data or the unauthorised use of the Services. You are responsible for the use of the Services by any employee of yours, any person you authorize to use the Services, any person to whom you have given access to the Services, and any person who gains access to your data or the Services as a result of your failure to use reasonable security precautions, even if such use was not authorised by you.
- 31.5 The Client agrees that Termination of the Agreement is the Clients exclusive remedy for The Supplier's failure to rectify the failure to provide services.
- 31.6 Neither party will be in breach of the Agreement if the failure to perform the obligation is due to an event beyond our control, such as significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organised labour action, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry.
- 31.7 You may not use the Services in any situation where failure or fault of the Services could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, you may not use, or permit any other person to use, the Services in connection with aircraft or other modes of human mass transportation, nuclear or chemical facilities, or medical life support devices.
- 31.8 The Client understands and agrees that the Supplier is not responsible for charges from third parties that arise

from your use of our service or services, including but not limited to, bandwidth charges, wireless charges, mobile phone and cellular phone data packages, data plans, internet service provider charges and roaming charges.

31.9 The Supplier is under no duty to look at each Clients' or user's activities to determine if a violation of the terms of service or AUP has occurred, nor do we assume any responsibility through our terms of service or AUP to monitor or police Internet-related activities.

31.10 Vulnerability testing services involve inherent risks, such as data corruption and impaired performance of your Hosted System. If you ask the Supplier to provide vulnerability testing services, then you agree that the Supplier is not liable to you for any damages arising from the performance of the Services as agreed.

32 **Supplier Provided Software and Licences.** You may not copy any software we provide for your use, unless expressly permitted by this Agreement. You may not remove, modify or obscure any copyright, trade mark, or other proprietary rights notices that appear on any software we provide for your use. Unless permitted by the terms of an open source software licence, you may not reverse engineer, decompile or disassemble any software we provide for your use except and to the extent that you are expressly permitted by applicable law to do this, and then following at least ten (10) days advance written notice to The Supplier.

33 **Customer Provided Software and Licenses.** If we have has agreed to install, patch or otherwise manage software for you in reliance on your licence with a software vendor (rather than The Supplier's licence with the software vendor), then you represent and warrant that you have a written licence agreement with the software vendor that permits The Supplier to perform these activities. You agree that you will provide The Supplier with evidence of licensing as The Supplier may reasonably require prior to the scheduled deployment date, and from time to time as necessary to update the status of the licence. If you fail to provide the required evidence of licensing, The Supplier may, at its option, either:

33.1 Delay the deployment date for the Hosted System that was to include such software until such time as the required evidence is provided;

33.2 Deploy the Hosted System in reliance on The Supplier's licensing agreement with the software vendor, and charge you its standard fee for the use of the software until such time as the required evidence is provided; or

33.3 Suspend or terminate the Agreement.

34 **Install of Customer Provided Software.** Your licensed software may not be compatible with our standard process for deploying and repairing Hosted Systems. In addition, in order to install the software, The Supplier may require you to send the physical or electronic media provided to you by the software vendor, both for deployment, and again in the event of a failure of your Hosted System. You agree that The Supplier will not be in breach of any Service Level Guarantee or other obligation under this Agreement that would not have occurred but for the delay resulting from our agreement to use your licensed software.

35 **Intellectual Property Rights.** Both parties acknowledge the intellectual property rights of the other party whether registered or not.

36 **Ownership of Other Property.** You do not acquire any ownership interest in or right to possess the Hosted System, and you have no right of physical access to the Hosted System. We do not acquire any ownership interest in or right to the information you transmit to or from or store on the Supplier's servers or other devices or media.



37 **Confidential Information.** Both parties agree not to use the other's Confidential Information except in connection with the performance or use of the Services, as applicable, the exercise of respective legal rights under the Agreement, or as may be required by law. The Supplier agrees not to disclose the Client's Confidential Information to any third person except as follows:

- 37.1 To our payment processing and collection providers, provided that such service providers, agents or representatives agree to confidentiality measures that are at least as stringent as those stated in this General Terms and Conditions; or
- 37.2 To a law enforcement or government agency if requested, or if the Supplier reasonably believes that the Client's conduct may violate applicable criminal law; or
- 37.3 In response to a court order or other compulsory legal process, provided that the Supplier provides the Client written notice of at least seven (7) days prior to disclosing Confidential Information under this clause (or prompt notice in advance of disclosure, if seven (7) days advance notice is not reasonably feasible), unless the law forbids such notice.

38 **Content Privacy.** The content of your items is your Confidential Information and is subject to the restrictions on use and disclosure described in the General Terms and Conditions. In addition to those restrictions, we agree that our personnel will not view the content of your items except in the specific ways defined below. You agree that the Supplier's personnel may view the content of your email and other items for the following purposes:

- 38.1 As necessary to respond to your specific support request; or
- 38.2 To ensure that backups are being performed properly; or
- 38.3 For Bulk Mail, to ensure compliance with our requirements for Bulk Mail stated in the Acceptable Use Policy; or
- 38.4 As appropriate to the exercise of our rights to use and disclose your Confidential Information.

39 **Resolution of Disputes.**

- 39.1 This Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates.
- 39.2 In the event of dispute, the parties will attempt to resolve any such disputes through informal negotiation and discussion. Formal proceedings should not be commenced until such informal negotiations and discussions are concluded without resolution.
- 39.3 Both parties agree that all disputes shall be heard by the United Arab Emirate Courts, and both parties hereby submit to the exclusive jurisdiction of for such purpose.
- 39.4 Neither party may bring proceedings more than 12 months after the actual event occurred except for proceedings for non-payment.
- 39.5 Should the Client become entitled to claim damages from the Supplier, the Supplier will be liable only for the amount of the Client's actual direct damage up to the amount that the Supplier has actually received from the Client as payment for the specific services or items that are the subject of the claim. The Supplier is not responsible for any damages caused by the failure of the Client or its Affiliates or other suppliers to perform their responsibilities. The limitation of liability included in this section will survive this Agreement.

40 **General.**

- 40.1 Notices required under this Agreement are to be sent to the address of the recipient set out in this Agreement. Notices are to be sent in writing by registered post, recorded post, express courier service or be delivered personally.
- 40.2 The provisions of this Agreement shall be deemed severable, and the unenforceability of any one of the provisions shall not affect the enforceability of other provisions. In the event that a provision is found to be unenforceable, the parties shall substitute that provision with an enforceable provision that preserves the original intent and position of the parties.
- 40.3 Each party may enforce its respective rights under the Agreement even if it has waived the right or failed to enforce the same or other rights in the past.
- 40.4 The captions in the Agreement are for convenience only and are not part of the Agreement. The use of the word "including" in the Agreement shall be read to mean "including without limitation." The words "our" and "us" and "we" refer to The Supplier unless the context clearly indicates another meaning.
- 40.5 All provisions that by their nature are intended to survive expiration or termination of the Agreement, including all terms requiring you to pay any fees for Services provided prior to the time of expiration or termination or requiring you to pay an early termination fee, shall survive expiration or termination of the Agreement.
- 40.6 If you have made any change to the Agreement that you did not bring to The Supplier's attention in a way that is reasonably calculated to put The Supplier on notice of the change, the change shall not form part of the Agreement.
- 40.7 The Agreement may be signed in multiple counterparts, which taken together will be considered one original. Facsimile signatures, signatures on an electronic image (such as .pdf or .jpg format), and electronic signatures shall be deemed to be original signatures.
- 40.8 You agree that we may publicly disclose that we are providing Services to you and may use your name and logo to identify you as our customer in promotional materials, including press releases. We will not use your name or logo in a manner that suggests an endorsement or affiliation.
- 40.9 Neither party may assign the Agreement without the prior written consent of the other party except as part of a bona fide corporate reorganisation or a sale of its business. The Supplier may use third party service providers to perform all or any part of the Services, but The Supplier remains responsible to you under this Agreement for Services performed by its third party service providers to the same extent as if The Supplier performed the Services itself.
- 40.10 This agreement, the Schedules, the Appendices, the Exhibits and other agreements referred to herein set forth the entire understanding of the parties hereto relating to the subject matter hereof and thereof and supersede all prior agreements, representation, statements, negotiations, proposals and understandings among or between any of the parties relating the subject matter.