

Terms and Conditions

This document defines the Terms and Conditions (T&C) which constitute an agreement in law between AOS Limited and the Client. These terms and conditions do not affect your statutory rights as a consumer. Subject to these T&C the Service Provider will provide Domain name registration, renewal & transfer, Web and Email Hosting Services to the Customer.

By purchasing or using Services from AOS Limited, you (the "Customer") agree to the following terms and conditions. This document details AOS's responsibilities to you and your responsibilities as a AOS customer.

These terms and conditions supersede all previous terms and conditions relating to the same services.

The Service Level Agreement (SLA) uploaded on the AOS online market portal makes an integral part of these T&C.

1. DEFINITIONS

In these terms and conditions:

"Company" means AOS Limited;

"Client" means an organization or individual using any services provided by AOS Limited;

"Services" means any services provided by AOS Limited to the Client including without limit Internet connection, web and email hosting, domain name registration, domain name resolution (DNS) and any other services provided to the Client by AOS Limited;

"Site" means any collection of Content compiled by the Client and stored on a web server or computer attached to the Internet;

"Content" means any information stored on a web server or computer attached to the Internet including without limit web pages, emails, scripts, programs, lists or any other electronically stored document or file;

"Internet" means the World Wide Web, email, telnet, SSH, SSL, FTP, web sites, domain names and any other associated technologies;

"Domain Name" and "Domain Name Registration" mean a name registered on behalf of the Client for the Client, or on behalf of the Client for a third party for the registration period. The terms and conditions of each Naming Authority shall apply to all domain name registrations;

"Pre-registration" means a potential domain name registration under a country code domain or top-level domain or other domain which is not yet available on the Internet but which is due to become available within 12 months according to the information available from the appropriate registry at the time of registration. Such registrations are not guaranteed and the Client is required to pay a registration fee and a non-refundable administration fee;

"Registration Period" means the period of ownership of a domain name between the initial date of registration and the renewal date;

"Naming Authority" means an authoritative registry responsible for the processing and storage of domain name registrations within a domain;

"Monthly Bandwidth Usage" refers to the total volume of all network traffic generated by access to the Client account in a 30-day period.

"Server Space Usage" refers to the total amount of space in bytes used at any instant by the Client to store any data as part of the Services provided.

"ISP" means any third party who provides Internet services to the Client.

2. DOMAIN NAME REGISTRATION, PRE-REGISTRATION, RENEWAL & TRANSFER

2.1 The Client accepts that Domain Names which expire are at risk of cancellation. The Client is ultimately responsible for paying renewal charges to the appropriate registry. The Client is ultimately responsible for ensuring that the Domain Name has been registered as they require.

2.2 The Client agrees that any costs incurred as a result of a change of ownership of a Domain Name Registration shall be payable by the Client.

2.3 All Domain Name registrations remain the property of the Company until payment has been made in full by the Client. The Company has the right to withhold the Domain Name until all charges owed by the Client or third party has been paid.

2.4 The Company may at its discretion refuse to register any Domain Name if the Company has reason to believe that the Client has supplied incorrect information or is acting with a lack of "good faith".

2.5 The Company may at its discretion withdraw, suspend, disassociate from, and/or refuse to register any Domain Name which is deemed by the Company to be of an illegal, offensive, abusive or obscene nature.

2.6 The Company may at its discretion withdraw, suspend and/or disassociate from any Domain Name which is deemed by the Company to be pointing to illegal, offensive, abusive, obscene or plagiarized Content including without limit any kind of pornography, racist material or defamatory material.

2.7 The Client accepts that the Naming Authority shall store information relating to the Client for each Domain Name Registration. Furthermore the Client accepts that the Naming Authority may allow other organizations and individuals to access this information. The Company is acting only as an agent, the contract for Domain Name Registration is between the Client and the Naming Authority, details of which can be obtained using the information given in Clause 4.2.

2.8 The Company (including its directors, officers, employees, shareholders, subcontractors and agents) shall under no circumstances be liable for any loss, penalties, damages, liability, claims or expenses arising from any claims by third parties as to ownership or other rights to use a Domain Name where one has been registered

by or transferred to the administration of the Company or arising in any way by the Client infringing - whether knowingly or otherwise - third party rights. The Company gives no guarantee that a Domain Name will not infringe on the rights of a third party.

2.9 A Domain Name Registration may be transferred to another ISP at any time after the minimum contractual period as defined in Clause 7.2, however, no charges paid by the Client relating to the Domain Name Registration shall be refunded by the Company. Furthermore the Company reserves the right to hold the Domain Name until all fees owed by the Client relating to the Domain Name have been paid in full. The Client acknowledges that the Company shall not issue renewal notifications in accordance with Clause 11.3 for Domain Names that have been transferred to another ISP, in addition, the Company refuses to accept responsibility for any Domain Names that have been transferred to another ISP, the Client agrees that all information regarding the Company shall be removed from the Naming Authority records of any Domain Name transferred to another ISP.

2.10 In the event of a Pre-registration of a Domain Name the Client accepts that the Company shall not be liable for any failure to register the Domain Name.

2.11 The Company shall make no additional charges for transferring a Domain Name to another ISP, however, any costs incurred by the Company during the transfer process shall be payable by the Client. The Company shall not be obliged to complete the transfer process until all amounts payable by the Client are received in full.

2.12 In the event of a Pre-registration where the Domain Name requested by the Client is not available, the Company shall be required to refund to the Client the registration fee paid for the Domain Name but not the administration fee.

2.13 The Company shall accept no liability for the loss of a Domain Name or any consequential business losses resulting from a Client failing to pay the registration or renewal fees within the specified period.

2.14 The Client accepts that Domain Names not renewed will be made available for any third party to register by the Naming Authority. The Company shall accept no liability for any business losses resulting from the re-registration of a Domain Name by a third party.

2.15 In the event of a late renewal payment received for a Domain Name from the Client (i.e. after the renewal date of the domain), any additional charges levied by the Naming Authority shall be payable by the Client unless the Company failed to notify the Client of the pending renewal in accordance with Clause 5.3.

2.16 The Company shall not register or renew a Domain Name until payment has been received, unless otherwise agreed in advance by the Company. The Client accepts that Domain Names not renewed by the specified date shall be automatically deactivated, furthermore the Company accepts no liability for loss of business resulting from such deactivation.

2.17 The Company will use all reasonable measures to register Domain Names and notify the Client of the outcome, however success is not guaranteed. The Client cannot assume that a registration or renewal has been effected until the Company has received specific confirmation of the registration or renewal.

2.18 The Client accepts that payment made to the Company for the purpose of transferring a Domain Name to the Company for management does not guarantee the completion of the transfer. In the event of the transfer being unsuccessful the Company shall refund any payment received in full. The Company shall accept no liability for the loss of a Domain Name or any consequential business losses resulting from the failure of a transfer.

2.19 The Company shall not be obliged to continue to provide Services for any Domain Name that has been transferred to another ISP.

2.20 If the Client is registering a Domain Name on behalf of a third party, the Domain Name must be registered to the third party and not to the Client.

2.21 .rw domain renewals and expiry All .rw domains are renewed on an annual basis, we will send out reminder emails every day from 30 days of expiry. We will send the emails to the email address on the account, it is the registrant's responsibility to make sure their contact details are up to date. The company take no responsibility if your domain renewal fails due to your contact details being incorrect. If you do not wish to renew a domain please make sure you contact us a minimum of 14 days before your domain expires by submitting a support ticket through [your customer portal](#) or write an email to idc@aos.rw. If you do not renew your domain before its expiry date it will have all services we provide suspended and you will have up to 30 days (protected period) after to renew the domain name at the original renewal fee. Please log into the client portal area to view renewal fees. After 30 days your domain will be suspended and will go into a 30 day grace period which you can still renew your domain name but with an additional redemption fee of RWF 1500 + VAT. This must be requested by email before the 50th day after your domain has expired, after 60 days your domain will be cancelled and deleted from the register and made available for resale through a third party registrar. The company will not guarantee the renewal of a domain name. Your account will only be deemed as terminated once all outstanding balances have been paid in full. Domains will only be considered for transfer once all balances have been settled, the company will not charge you for transferring a domain(s) away to another registrar's tag. The customer acknowledges that, termination of the agreement for any reason will result in the company ceasing to provide the applicable services, with the consequences that flow from such cessation, including (but not limited to), deletion of data .e.g. hosting account(s) and mail boxes.

3. SERVICES

3.1 Refunds will only be given if the Company suspends Services for any reason other than use of the Server by the Client in any manner which infringes any law or regulation or which infringes the rights of any third party. Due to the nature of domain name registration, all sales are final. No refunds of fees for domain name registration can be issued once a domain name is registered.

3.2 The Company reserves the right to monitor the Server Space Usage of a Client - where applicable - and reserves the right to implement restrictions on such usage in order to protect the interests of the Company and the clients of the Company.

3.3 The Company reserves the right to monitor the Monthly Bandwidth Usage of a Client - where applicable - and reserves the right to implement restrictions on available

bandwidth and the frequency of connection (in case of email services) in order to protect the interests of the Company and the clients of the Company.

3.4 The Services supplied to the Client cover permitted Monthly Bandwidth Usage - where applicable. The Company reserves the right to make additional charges for usage above the limit at the prevailing rate.

3.5 The Client shall not permit any third party to use and/or access any of the Company facilities for any purpose without prior written consent of the Company given in accordance with Clause 11.3.

3.6 The Client acknowledges that it has independently determined that the Services supplied by the Company meets its requirements.

3.7 The Company is not responsible for any delay, malfunction, non-performance and/or other degradation of the Services caused by or resulting from any alteration, modifications and/or amendments due to changes and specifications requested or implemented by the Client whether beyond the scope the Services already supplied or contained therein. The Company reserves the right to raise additional charges for any work arising out of the provisions of this clause.

3.8 The Company reserves the right to monitor all Sites hosted by the Company; and to refuse to provide Services or discontinue Services for any Site which is deemed by the Company to contain illegal, offensive, abusive, obscene or plagiarized material, or which infringes upon the rights - including without limit the intellectual property rights - of any third party, or any material which is deemed by the Company to invite legal action against the Company. The Company shall not be required to make any refund in accordance with Clause 6.8.

3.9 The Client acknowledges that changing nameservers or DNS settings for a Domain Name may result in down time. The Company reserves the right to refuse to provide Services for Domain Names which are not held Company nameservers or which are not registered through the Company.

3.10 The Client acknowledges that the Company may from time to time move services to new servers to perform upgrades or maintenance. If any foreseeable downtime is likely to occur the Company shall notify the Client in advance. However the Company shall accept no liability for downtime occurring to web site applications that are not fully portable between servers.

3.11 The Company reserves the right to refuse to provide Services or discontinue Services if the Client has behaved in an offensive manner (including without limit racial discrimination, sexual discrimination, threatening behaviour and verbal or physical abuse) to any Company staff member (including its directors, officers, employees, shareholders, subcontractors and agents). The Company shall not be required to make any refund in accordance with Clause 6.8.

3.12 The Company shall accept no liability for any business losses resulting from a Client failing to keep secure any security information supplied by the Company or a Naming Authority including without limit, usernames, passwords, pin numbers, authorization codes and documents.

3.13 The Company shall accept no liability for any business losses resulting from a Client failing to pay for the renewal of Services by the specified date. The Company reserves the right to terminate Services in accordance with Clause 6.7.

4 SERVICE DESCRIPTION RELATED TO WEB AND EMAIL HOSTING

4.1. Service Description:

Web and email hosting: Under this service subscription, the Service Provider offers customers web and email hosting packages that they can choose from according to their business needs through the latest broadband based technologies.

4.2. The type of selected service is located on computing resources managed by the Service Provider. The Customer will therefore have the right to select various services under the defined service portfolio.

4.3. The Customer must have decent Internet connection, hardware and software that are compatible with the subscription services. None of these things are the Service Provider's responsibility.

4.4. The Customer has the right to upgrade and update his/her subscription services package. This means that the subscription services are continually evolving. Some of these changes will occur within the subscribed packages, while others may require the Customer to notify the Service Provider and request for the changes. The Customer is therefore advised to notify the Service Provider with advance notification in the latter case.

4.5. More details and definitions of the subscription services are found in the Annex 1, which are part and parcel of this agreement.

5. OBLIGATIONS OF THE CLIENT

5.1 The Client agrees to indemnify the Company (including its directors, officers, employees, shareholders, subcontractors and agents) and all Naming Authorities (including their directors, officers, employees, shareholders, subcontractors and agents) against any loss, penalties, damages, liability, claims or expenses directly or indirectly related to the Services provided to the Client by the Company.

5.2 The Client shall at all times comply with the terms and conditions for the registration and renewal of Domain Names published by the relevant Naming Authority and generally to the terms and conditions of any such authority having similar force and to which the client may become subject as a result of Services provided by the Company. The Client shall acknowledge terms and conditions relating to Domain Names may change at any time and such changes are not under the control of the Company. The links to the terms and conditions of the registries most commonly used by the Company are shown below:

Registry Terms and Conditions Domain

RICTA - [Registry Terms and Conditions Domain](#) for .rw, .co.rw, .org.rw, .net.rw, .ac.rw

5.3 The Client must specify a communications address in a recognized form to which the Company may send all notices or other forms of communication.

5.4 The Client shall promptly notify the Company of any change to the communication address of the Client and the Client acknowledges that the Company shall not be liable for any costs, damages or loss which the Client may suffer or incur as a result of failure to notify such changes to the Company.

5.5 The Client shall immediately notify the Company if it becomes aware of any unauthorized use of all or any of the Services.

5.6 The Client shall not use the Services for any unlawful purpose or for the publication, linking to, issue or display of any unlawful or obscene material (which shall include without limit any pirated software or any material which is obscene, pornographic, threatening, malicious, abusive, harmful, defamatory or which breaches the rights - including without limit the intellectual property rights - of any third party or which is or encourages criminal acts or contains any virus, worm, trojan horse or other harmful code) whether under English law or regulation, the laws or regulations of the country of current residence of the Client or any other place where the results of such purpose or such material can be accessed.

5.7 The Client shall not use the Services for the publication, linking to, issue or display of any material which at the discretion of the Company may harm the Company or any of its clients or bring the Company into disrepute or call into question any action taken by the Company on the behalf of a Client.

5.8 The Client shall treat as confidential the Services supplied by the Company and either designated as confidential by the Company or confidential by its nature (information). Information shall not include information which is lawfully in the possession of the Client otherwise than through disclosure by the Company or which is in the public domain (otherwise than through unauthorized disclosure by the Client).

5.9 The Client shall not provide any technical information obtained from the Company to any person, company, firm or government entity when the Client knows or has reason to believe that the supply of information may indirectly or directly lead to a contravention of the laws or regulations of Rwanda applicable to the export supply or use of goods or technology.

5.10 The Client shall promptly notify in accordance with Clause 11.3 the Company if it becomes aware of a breach of confidence and shall give the Company all reasonable assistance in connection with any proceedings the Company may institute against a third party at the expense of the Company.

5.11 The Client shall not use the Services to send illegal, abusive or offensive Content; or to send bulk unsolicited email (a process referred to as spamming).

5.12 The Client shall under no circumstances attempt to gain unauthorized access to Company systems including without limit passwords, files, documents, databases and any other unauthorized access.

6. OBLIGATIONS OF THE COMPANY

6.1 In the event of a systems failure resulting in a disruption of the Services the Company will endeavor to repair and reinstate the service within 24 hours of detection depending on the severity of the failure. If failure is caused by the Client or any agent of the Client to whom access to the Company web servers was given the Client shall pay all costs to reinstate and/or repair the Services.

6.2 The Company shall at all times take reasonable steps to safeguard the Company web servers and the data contained therein from damage, accident, fire, theft and unauthorized use.

6.3 The Company shall notify the Client, in accordance with Clause 12.3, of any fees required to secure the further use of a Domain Name before the end of the current registration period. Any liability of the Company in this respect shall be limited by Clauses 2.1 and 5.4.

6.4 All confidential information regarding the Client or the customers of the Client disclosed to the Company shall be regarded as disclosed in confidence and shall be used in connection with the affairs of the Client and not be passed on to any third party and/or in any way be made use of by the Company at any time either during or after the termination of this agreement save with the consent of the Client or which comes into the public domain (otherwise than through the unauthorized disclosure by the Company).

6.5 The Company shall promptly notify the Client of any change to the communication address of the Company.

6.6 The Company shall process all Domain Name Registrations requested by the Client and submit applications for each Domain Name to the relevant Naming Authority with the exception of applications deemed by the Company to be subject to Clauses 2.4, 2.5 and 3.8.

6.7 The Company shall pay all amounts relating to a Domain Name Registration which are invoiced to the Company and for which the Company has received payment by the Client except where the Company is unable to meet its obligations according to Clause 11.5.

6.8 If the Company refuses to register a Domain Name for the Client in accordance with Clauses 2.4 and 2.5, the Company shall refund in full any amounts received from the Client relating to the Domain Name.

7. CHARGES, PAYMENT AND CONDITION

6.1 The Company reserves the right to make reasonable changes to the fees paid for Services from time to time. The Company shall notify the Client of any such changes by updating the Company web site.

6.2 All charges quoted to the Client for the Services are inclusive of any value added tax (VAT)

6.3 The Client agrees that all amounts invoiced by the Company for Services shall be paid within 30 days of the date of the invoice unless otherwise agreed in writing by the Company.

6.4 Where invoiced amounts are outstanding for more than 60 days from the date of the invoice and without prejudice to the Company's other rights and remedies consequent upon breach of these terms and conditions, the Company reserves the right to charge interest on a daily basis at a rate of 1.5% per month from the first working day after 60 days beyond the invoice date.

6.5 In the event that a cheque received from the Client causes the Company to incur bank charges (including but not limited to a stopped, referred or bounced cheque), the Client shall cover all charges related to recover the payment.

6.6 In respect of a Domain Name, failure for any reason by the Client to make payment within the period specified in Clause 6.3 shall entitle the Company to de-register (or disassociate itself from) the Domain Name registered on behalf of the Client without any liability for loss or damage suffered by the Client howsoever arising.

6.7 In respect of a Services provided to the Client, failure for any reason by the Client to make payment within the period specified in Clause 6.3 shall entitle the Company to suspend or terminate the Services without any liability for loss or damage suffered by the Client howsoever arising.

6.8 In the event that the Company has suspended or terminated the Services due to a breach of contract the Company shall not be obliged to refund any fees paid by the Client.

6.9 In the event of a system error causing an incorrect price to be charged on an order, the Company reserves the right to amend an order with the correct price provided that the Client has been notified within 48 hours of the date of the order.

8. DURATION

8.1 The minimum contractual period for the provision of Services by the Company with the exceptions noted in Clauses 8.2 and 8.3 is 12 months from the first day that the Services are made available to the Client.

8.2 The minimum contractual period for a Domain Name Registration is 60 days from the date of registration of the Domain Name.

8.3 The minimum contractual period does not apply to web design, graphic design, programming or consultancy services provided by the Company unless by specific agreement with the Client.

9. DISCLAIMER

9.1 The Company accepts no liability for loss or damage to the Client arising from any material, data or instructions supplied whether digitally or otherwise by the Client or on its behalf which is incomplete, inaccurate, illegible, out of sequence, in the wrong form, or arising from late arrival or non-arrival or any other fault by the Client or on its behalf.

9.2 The Company's liability in contract, tort (including negligence) or otherwise in connection with this agreement or the Services for any one event or series of related events is limited to 10% of the fee we received for the relevant Service in the 12 months before the event(s) complained of.

9.3 In no event may the Client bring any claim against the Company more than 12 months after the Client knew of (or ought reasonably to have discovered) the event(s) giving rise to the potential liability.

8.4 In no event (including Company negligence) will the Company be liable for: (a) economic losses (including, without limit, loss of revenues, profits, contracts, business or anticipated savings); (b) loss of goodwill or reputation; (c) special, indirect or consequential losses; or (d) damage to or loss of Data even when the Company has been advised of the possibility of such losses.

10. SUSPENSION OF CONTRACT

10.1 Without prejudice to any other conditions the Company reserve the right to suspend Services of a Client indefinitely in the event that any of these conditions are breached and suspension of Services will continue until the cause of the breach is rectified or until otherwise agreed.

10.2 Any failure or delay by either party in exercising any rights or remedy will not constitute a waiver.

10.3 If either the Company or the Client is unable or if impracticable, to perform any of its obligations under these conditions due to circumstances beyond the control of either party the offending party shall immediately give notice to the other party in accordance with Clause 12.3 and indicate what steps (if any) are being taken to the remedial.

10.4 Other than for Domain Name Registration, this agreement shall be deemed to expire only in the event that the Client has given one month written notice no later than the end of the eleventh month after the supply of services stating its intention to terminate this agreement otherwise the following years annual fee for the Services shall become payable by the Client.

10.5 Any breach by the Client of any of its obligations thereunder shall entitle the Company to recover its loss arising from any such breach where such losses are within the contemplation of the Client.

11. TERMINATION OF CONTRACT

11.1 Either party may terminate the agreement after the minimum contractual period by giving to the other party not less than one month's notice in accordance with Clause 12.3.

11.2 The Company may terminate the agreement if the Client fails to pay any sums due hereunder within the settlement period stated on the invoice or notice presented to the Client.

11.3 The Company may terminate the agreement immediately by giving notice to the Client if the Services are being used in a way which contravenes the laws of Rwanda, or

which breaches, without limit, Clauses 3.8, 4.6, 4.7, 4.11 or 4.12, or which in any way is likely to endanger the operations of the Company or its clients, or which in any way infringes upon the rights of a third party.

11.4 Either party may terminate the agreement if the other commits any material breach of any these conditions, with the exception of Clause 10.2 and Clause 10.3, and which has not been remedied within 30 days of a notice in accordance with Clause 11.3 to remedy the same, provided the breach is able to be remedied.

11.5 Either party may terminate the agreement if the other shall convene a meeting with its creditors or if a proposal shall be made for a voluntary arrangement within part 1 of the Insolvency Act 1986 or a proposal for any other composition scheme of arrangement with (or the assignment for the benefit of) its creditors or if the other shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or if a trustee receiver or administrative receiver or similar officer is appointed in respect of all or any of the business or assets of the other party or if a petition is presented or a meeting is convened for the purpose of considering a resolution or any other steps are taken for the winding up or the making of an administrative order (otherwise than for the purposes of a solvent amalgamation or reconstruction).

11.6 Any termination pursuant to the proceeding clause shall be without prejudice to any other rights or remedies which a party may be entitled to hereunder or at law and shall not effect any previous rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continuing force upon or after such termination.

12. GENERAL

12.1 The Company may make reasonable changes to the terms of this agreement from time to time. The Company shall notify the Client of any such changes by updating the Company web site before the changes take effect.

12.2 The Company will not be liable for any loss or damage suffered by the Client in the following cases: (a) losses that were not foreseeable by both parties at the start of this agreement; (b) losses that were not caused by any breach on the part of the Company; or (c) business losses or losses to non-consumers.

12.3 Any notice to be given under this agreement shall only be deemed to be served if delivered by hand or sent by post or by email, to the party to whom it is given at its last known postal or email address. The notice will be effective: if delivered, on delivery; if sent by email, when the sender receives confirmation of receipt; and if sent by post, on the fourth day after posting.

12.4 Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to natural disasters, government restrictions (including the denial or cancellation of any export or other necessary license), war, strikes, fires, floods and/or any other cause beyond the reasonable control of the party whose performance is affected.

12.5 No forbearance or delay by either party in enforcing the provisions of the contract will prejudice or restrict its rights, nor will any waiver of any right operate as a waiver of any subsequent breach.

12.6 Any waiver of any right under this Agreement is only effective if it is in writing and signed by the waiving or consenting Party and it applies only in the circumstances for which it is given and shall not prevent the Party who has given the waiver or consent from subsequently relying on the provision it has waived.

12.7 No failure to exercise or delay in exercising any right or remedy provided under this Agreement or by law constitutes a waiver of such right or remedy or shall prevent any future exercise in whole or in part thereof.

12.8 No single or partial exercise of any right or remedy under this Agreement shall preclude or restrict the further exercise of any such right or remedy.

12.9 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

12.10 This agreement shall be governed by Rwandan Law and the Company and the Client agree to be subject to the exclusive jurisdiction of the Rwandan Courts.

**SERVICE LEVEL AGREEMENT (SLA)
FOR DATA CENTER SERVICES**

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1 INTRODUCTION

1.1 Agreement Overview

This Service Level Agreement (“SLA”) applies to the Data Center services (Data Center”) provided by AOS Ltd. (herein referred to as AOS or Service Provider), to Customer and does not apply to Third Parties including Customer End Users. This SLA applies to service orders with contracted terms. This SLA is subject to, and hereby incorporates by reference; the terms and conditions as outlined in the Data Center Service Agreement set out in each service order between AOS and the Customer. Service scope

1.2 Service Scope

1.2.1 Provisioning

- i. AOS Ltd shall provide the ability to access virtual machines, storage and backup dynamically, as requested and as required. This service shall be provided online, and customers will access AOS Ltd infrastructure through provided channels and credentials.
- ii. AOS Ltd shall support secure provisioning, de-provisioning and administering in its cloud-based service offerings.
- iii. AOS Ltd shall support the terms of service requirement to terminate the service at any time (on-demand).
- iv. AOS Ltd shall make management reports accessible via an online interface. These reports shall be available for a period of one year after which a specific fee shall be levied on such services.

1.3 Service Level Agreement Management

1.3.1 AOS Ltd shall provide a robust, fault tolerant infrastructure that allows for high availability of 99.5%.

1.3.2 AOS Ltd shall document and adhere to their SLAs to include:

- i. Service Availability (Measured as Total Uptime Hours / Total Hours within the Month) displayed as a percentage of availability up to one-tenth of a percent (e.g. 99.5%).
- ii. Within a month of a major outage occurrence resulting in greater than 1-hour of unscheduled downtime. The AOS Ltd shall describe the outage including description of root-cause and fix.

iii. Service provisioning and de-provisioning times (scale up and down) in near real-time.

1.3.3 AOS Ltd shall provide Helpdesk and Technical support services to include system maintenance windows through its online support system.

1.4 Operational Management

1.4.1 AOS Ltd shall manage the network, storage, server and virtualization layer applicable to the SLA.

1.4.2 AOS Ltd shall provide a secure method of remote access which allows the customer's designated personnel the ability to perform duties on the hosted infrastructure.

1.4.3 AOS Ltd shall perform patch management.

1.4.4 AOS Ltd shall provide the artifacts, security policies and procedures demonstrating its compliance with the Certification & Accreditation (C&A) requirements.

1.5 Disaster Recovery (RD) and Continuity of Operations

1.5.1 AOS Ltd, to the extent possible, shall ensure the security of the services and data hosted at its facilities by providing DR (Disaster Recovery) and COOP (Continuity of Operations) capabilities, as per customer subscription information.

1.5.2 AOS Ltd shall perform backup, recovery and refresh operations on a periodic basis as per customer subscription information.

1.6 Data Management

1.6.1 AOS Ltd shall manage data isolation in a multi-tenant environment.

1.6.2 AOS Ltd shall transfer data back in-house either on demand or in case of contract or order termination for any reason.

1.6.3 AOS Ltd shall manage data remanence throughout the data life cycle.

1.6.4 AOS Ltd shall provide security mechanisms for handling data at rest and in transit.

2 SERVICE COMMITMENT

2.1 Service Availability Commitment

2.1.1 Data Center Infrastructure

AOS Ltd guaranties that the data center network, power and cooling infrastructure will be available at least 99.5% of the time in any given monthly billing period, excluding scheduled maintenance.

The network will be deemed 'available' if the networking components are available and responding to AOS Ltd monitoring tools as designed and in a non-degraded manner (as evidenced in the AOS Ltd monitoring tool).

2.1.2 Mail and Web hosting

AOS Ltd guaranties that its mail and web hosting platform will be available at least 99.5% of the time in any given monthly billing period, excluding scheduled maintenance. For purposes of this SLA, this service will be deemed 'available' if the hosting platform (servers and hosting applications) are available and responding to AOS Ltd monitoring tools as designed and in a non-degraded manner (as evidenced in the AOS Ltd monitoring tool).

2.1.3 Support Response Time Guarantee

AOS Ltd support personnel intend to review and update any case submitted via the AOS Ltd support channels within 15 minutes for EMERGENCY Cases and within 45 minutes for all other cases from the time the case has been made known to AOS Ltd via email or ticketing system. EMERGENCY Cases are considered any case where a server is down and unavailable. AOS Ltd may reclassify, at its sole discretion, any case misclassified as an EMERGENCY case, and such case will not qualify for EMERGENCY treatment.

AOS Ltd's Time to Repair ("TTR") Commitment is to restore the service within 3 hours following an event that results in a service outage resulting from infrastructure unavailability covered under clauses 2.1.1, 2.1.2 and 2.1.3.

2.1.4 Migration

If a virtual server migration is required because of cloud server host degradation, AOS Ltd will notify the customer at least 24 hours in advance of beginning the migration, unless AOS Ltd determines in its reasonable judgment that the migration must begin sooner to protect the customer's virtual servers. AOS Ltd shall endeavor to complete the migration within three hours from the time that the migration begins. This doesn't qualify as a scheduled downtime.

2.2 Penalties and Credit Outage calculation

2.2.1 If AOS Ltd fails to meet the service levels described above in any month, the customer has the right to claim credit for any time period that the Service is not available as defined as below:

- i. The period commencing with receipt by the service provider of written notice (e-mail, letter, fax) from the customer that the Service is not available at the agreed service level, and expiring at the time when the Service is resumed. It shall be called the "Total Effective Downtime" or ("TED").
- ii. The "Total Effective Downtime" (TED) is the total time from the time the customer reports a fault to AOS Ltd until the time when the service is resumed. AOS Ltd reserves the right to adjust the TED if there is unreasonable delay from the customer in acknowledgement of the service resumption.
- iii. The credit shall not exceed 10% of the monthly charge per month. The credit note will be applied to the monthly charge of next invoice.

2.2.2 Should the services be interrupted for an aggregated amount of more than 0.5 % (216 minutes) per month under the conditions set forth in clause 2.1.1, 2.1.2 and 2.1.3 the customer has the right to claim a penalty against the total unavailability.

2.2.3 AOS Ltd shall credit to the customer's next payment, an "Outage Credit" for the creditable outage, which shall be computed on a monthly basis and calculated in accordance with the following formula:

(Daily average from the monthly fee) /24 hours x downtime hours

2.2.4 Customer must be current on all outstanding invoices (as defined in the Service Agreement) to be eligible for the credits referenced in this SLA. No credits will be extended if Customer is delinquent in its payment of outstanding invoices.

- 2.2.5** "Power" means AOS Ltd UPSs, PDUs and cabling, but does not include the power supplies in co-located servers;
- 2.2.6** "Planned Downtime" means any time when the SLA Covered Services are unavailable because of (i) Service Change; (ii) Urgent Maintenance Activities, and/or (iii) any other scheduled maintenances or upgrade activities that may or may not be periodic, and that may be notified to the Customer at least 24 hours in advance..
- 2.2.7** "Scheduled Maintenance" means maintenance that is announced at least five business days in advance, and that does not exceed 180 (one hundred eighty) minutes in any calendar month.
- 2.2.8** "Virtual Server" means the customer's unique virtual machine instance;

2.3 SLA Exemptions

AOS Ltd shall not be held liable for the following items or situations:

- 2.3.1** Unavailability of customer's virtual or co-located servers during Scheduled Maintenance window, emergency maintenance or any other agreed-to Scheduled Downtime activity.
- 2.3.2** Downtime that resulted from modifications or changes of the operating system, database, application code or other customer code.
- 2.3.3** Attacks (i.e. hacks, denial of service attacks, viruses) by third parties, and other acts not caused by AOS Ltd.
- 2.3.4** Events of force majeure, including acts of war, God, earthquake, flood, embargo, riot, sabotage, labor disputes (outside of AOS Ltd's own employees), government acts, or failure of the internet.

2.4 Limitation of Liability

- 2.4.1** in no event will Service Provider be liable to customer or any other person for any lost profits, lost savings, lost data, or special, consequential, punitive or incidental damages, whether arising out of or relating to this agreement or any product or service furnished or to be furnished under this agreement or otherwise, even if Service Provider has been advised of the possibility of such loss or damage. notwithstanding anything in the agreement to the contrary, the maximum aggregate monetary liability of Service Provider and any of its employees, agent, suppliers, or affiliates, under any theory of law (including breach of contract) shall not exceed an amount equal to the sum of the payments made by customer to Service Provider

during the six (6) months immediately preceding the event for which losses or damages are claimed. .

2.4.2 The customer may only recover once in respect of the same loss (No double recovery).

3 ACCEPTABLE USE POLICY

This Acceptable Use Policy ("**AUP**") describes unacceptable practices and prohibited actions while using AOS Ltd computers, networks, and managed services (the "**Services**").

AS A CUSTOMER OF AOS LTD USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO ABIDE BY THIS AUP.

AS A CUSTOMER OF AOS LTD, YOU ALSO ACKNOWLEDGE AND AGREE THAT YOU WILL ENSURE THAT YOUR CUSTOMERS AND END-USERS ABIDE BY THIS AUP AND THAT YOU WILL BE RESPONSIBLE FOR VIOLATIONS OF THIS AUP BY YOUR CUSTOMERS AND END-USERS.

AOS Ltd reserves the right to modify this AUP at any time, notifying you either via e-mail or by posting a revised copy of this AUP on AOS Ltd.'s website.

You agree to review this AUP on a regular basis and remain in compliance at all times.

This AUP is intended to protect the Services, employees and customers of AOS Ltd, and the internet community as a whole from improper, inappropriate, abusive, or illegal activity. When using the Services, you are required to comply with this AUP and are expected to adhere to commonly accepted practices of the internet community. The prohibited uses described below are intended as guidelines regarding improper and inappropriate conduct, and should not be interpreted as an exhaustive list.

AOS Ltd shall put in place Security Best Practices to protect customer data but makes no guarantee regarding, and assumes no liability for, the security and integrity of any data or information you store or transmit via the Services or the internet, including any data or information stored or transmitted by any computer designated as "secure." Customers of AOS Ltd are responsible for immediately reporting to AOS Ltd any issue which could compromise the security or integrity of any user or system taking part in the Services.

3.1 Prohibited Uses:

3.1.1 Illegal Use

AOS Ltd Services may only be used for lawful purposes. The transmission, distribution, retrieval or storage of any data or other material in violation of any applicable law or regulation is prohibited. This includes, without limitation, data or other material which:

- i. Infringes any copyright, trademark, trade secret, patent or other intellectual property right.
- ii. Constitutes an illegal threat made against any person or organization.
- iii. Violates export control laws or regulations.
- iv. Is obscene, pornographic, indecent, or defamatory.
- v. Constitutes an attempt to defraud others.

3.1.2 Forgery

AOS Ltd Services may not be used in a manner which purposely alters or forges your identity. You may not engage, without limitation, in the following activities:

- i. Sending any message or transmitting any electronic communication using a name or address other than your own for purposes of deception.
- ii. Impersonating someone else by altering your source IP address or by using forged headers or other identity information.
- iii. Fraudulently concealing, forging or otherwise falsifying your identity in connection with any use of the Services.

3.2 Security

AOS Ltd Services may not be used to violate system or network security; such behavior may result in criminal or civil liability. You may not engage, without limitation, in the following activities:

- i. Gaining unauthorized access to, or attempting to compromise the normal functioning, operation or security of any network, system, computing facility, equipment, data or information.
- ii. Engaging in any activities that may interfere with the ability of others to access or use the Services or the internet (i.e., Denial of Service attacks).

- iii. Monitoring any data, information or communications on any network or system not owned by you without authorization.
- iv. Gaining unauthorized access to the user accounts or passwords of other users of any system.
- v. Attempting to intercept, redirect or otherwise interfere with communications intended for others.
- vi. Intentionally transmitting files or messages containing computer viruses or propagating worms, trojan horses, or "spyware" programs.

3.2.1 E-Mail

AOS Ltd Services may not be used to distribute electronic mail in an improper or illegal manner. You may not engage, without limitation, in the following activities:

- i. Transmitting unsolicited mass or commercial e-mail (i.e., spamming) for any purpose.
- ii. Enlisting a third party to transmit unsolicited mass or commercial e-mail on your behalf.
- iii. Collecting responses from unsolicited mass or commercial e-mail, or advertising your website or your identity in such e-mail.
- iv. Transmitting a large amount of e-mail to a recipient with the intent to disable their system (i.e., mail bombing).
- v. Using another party's electronic mail server to relay e-mail without express permission.
- vi. Any e-mail message containing informational or commercial content is considered unsolicited unless it is sent to a recipient who expressly requested receipt of such e-mail via an "opt-in" process. It is your responsibility to prove that the recipient explicitly requested inclusion on an e-mail list by direct action, preferably with evidence of confirmation by the recipient (i.e. "double opt-in"). In the absence of positive, verifiable proof to the contrary, AOS Ltd will consider a complaint by an e-mail recipient to be de-facto proof that the recipient did not request the e-mail about which a complaint was generated.

3.2.2 Usenet

AOS Ltd Services may not be used to violate the guidelines or restrictions imposed by the charter of any newsgroup. You may not engage, without limitation, in the following activities:

- i. Posting any commercial message or advertisement, unless permitted by the charter of the newsgroup.
- ii. Cross-posting a message to unrelated newsgroups or to any newsgroups where the post does not meet that newsgroup's charter.
- iii. Repetitious posting of off-topic or disruptive messages, unless specifically invited by the charter of the newsgroup.

3.3 Cooperation with Investigations

AOS Ltd is required to cooperate with appropriate law enforcement and other governmental agencies and other parties involved in investigating claims of illegal or inappropriate activity, and shall have no liability to you or any third party for any actions taken in connection with such cooperation. As a customer of AOS Ltd you may be required to cooperate and provide assistance to AOS Ltd in connection with such investigations as needed.

3.4 Notification of Violation

If you become aware of any violation of this AUP by any person, including downstream customers, end-users, or third parties, please notify us via e-mail at fdc@aos.rw, or through your designated Accounts Manager at AOS Ltd.

4 INDEMNITY

The customer shall indemnify and hold harmless AOS Ltd and its affiliates and any of their respective officers, directors, employees, agents and representatives from and against any loss, damage, expense or cost (including, without limitation, reasonable attorneys' fees and expenses) arising out of or in connection with: (i) any breach or violation by the customer of this AUP or any applicable law or governmental regulation; and (ii) any claims of whatever nature by third parties arising from or due to the customer's violation of this AUP, or a violation of this AUP by any its downstream customers, end-users or third parties to whom the customer has given access to the Services.

5 DATA CENTER SERVICES RESPONSIBILITY MATRIX

This Responsibility Matrix describes responsibilities that are included the Customer Service Agreement and SLA with AOS Ltd and it identifies which party must perform them. The responsibilities described in this Responsibility Matrix are not exhaustive, and they are in addition to the other terms and conditions in the Service Agreement. Each party shall perform the responsibilities assigned to it in the applicable sections of this Responsibility Matrix.

Category	Responsibilities	AOS Ltd	Customer
Environment	Provide Power, backup power, Cooling, 24x7 physical security, video surveillance, fire suppression	X	
	Provide Internet access via multiple upstream providers	X	
	Maintain insurance for co-located equipment		X
Infrastructure as a service	Ensure that all Configurations are sufficient to meet Customers' needs as per his/her service level and Virtual Data Center size	X	
	Provide access to Data Center for co-located servers within 24hours after contract signing with at least of six hours' notice	X	
	Provide access to AOS Ltd Cloud within 48 hours after contact signing	X	
	Provide customer portal for automated virtual server provision	X	
	Provide Virtual Server OS templates as per AOS Ltd service catalog	X	
	Upgrade Virtual Server OS templates when deemed necessary	X	
	Maintain hardware redundancy where applicable	X	

Monitoring and Support	Monitor the availability of infrastructure 24x7x365	X	
	Replace defective hardware	X	
	Develop and test disaster site recovery procedures for Gold and Platinum VDC Customers	X	
	In case of disaster implement failover for Gold and Platinum customers	X	
	Monitor infrastructure layer health	X	
	Provide 24x7x365 support via telephone and email in case of emergency and Monday to Friday (7:00AM-5:00PM) for other cases	X	
	Execute upgrades and maintenance to the Infrastructure	X	
	Inform customers about non-emergency maintenance with a five business day window	X	
	Execute upgrades and maintenance to applications within virtual servers		X
	Provide technical support information including escalation procedures and guide documents on how use AOS Ltd portals and services.	X	
Backup and Restore	Scheduled backup hosted Customer data configuration (file, database and Image level backups)	X	
	On-demand backup (for example before application upgrade)		X
	File and Database level backup restore		X
	Image level backup restore on Customer written request	X	

	Ensure that the bandwidth is proportional to the amount of data being backed up (Backup as a Service)		X
	Notify AOS Ltd of all changes to a server that may affect backups, e.g., a change of server name, dns, etc.		X
Security	Apply critical security and periodical updates on infrastructure through planned maintenance with five business days' notice	X	
	Manage firewalls and implement access changes as requested by authorized Customer contact in writing	X	
	Patch, update and upgrade operating system and application within virtual server and co-located servers		X
	Provide VPN access for virtual servers management	X	