

REDRACKX CLOUD SERVICES TERMS AND CONDITIONS

This agreement is made and entered into by and between REDtone Digital Services Pvt. Ltd. "RDS" and the Customer. RDS and Customer hereby agree to all terms of this Agreement. The Redrackx Services Terms and Conditions ("Terms and Conditions"), Service Order Form ("SOF") and Service Level Agreement ("SLA") constitute the complete Agreement between RDS and the Customer for use of Services, and may be read together with the RDS Privacy Policy and Acceptable Use Policy, as updated and amended from time to time at www.Redrackx.com.

1. Definitions:

"Acceptable Use Policy" or "**AUP**" means the RDS Acceptable Use Policy.

"Agreement" refers collectively to the Service Order Form, these Terms of Service, the Privacy Policy, the Service Level Agreement and the Acceptable Use Policy.

"Agreement Date" means the earlier of: (i) the date on which you accept these Terms of Service via the Website and/or (ii) the date you first use the Services (iii) date of signature of this agreement.

"Confidential Information" means all non-public information disclosed by one party to the other at any time irrespective of the date of the Agreement.

"Customer" An individual, Company, Organisation or entity mentioned in the Service Order Form.

"Order" means the purchase of services via the Website or any other written order given by the Customer which describes the Services being purchased.

"Privacy Policy" means the RDS Privacy Policy available at www.Redrackx.com.

"Service Level Agreement" means the RDS Service Level Agreement.

"Services" means Cloud Computing Services provided by REDtone Digital Services under the business name of "Redrackx" and include but not limited to the provision of virtual servers, core-CPU power, disk data storage, RAM, network data transfer, IP addresses and VLANs.

Subscription Term is the term of a Cloud Service subscription identified in the Service Order Form.

"RDS Website" means any website with a domain name ending "RDS.net.pk".

“Working Day” means 9:00 a.m. – 6:00 p.m. Monday to Friday, Pakistan Standard Time, excluding bank holidays and public holidays as declared by the Government of Pakistan.

2. Agreement Term

This Agreement and Services therein will be provided for an indefinite period and may be terminated by the Customer providing RDS with **30 days** written notice of termination or by RDS by providing the Customer with **30 days** of written notice of termination.

3. SERVICE USAGE TERMS

3.1 RDS grants to Customer a nonexclusive, and nontransferable license, during the term of this Agreement, and to use the Cloud Services “Redrackx “solely for the Customer's internal use.

3.2 Customer may permit Authorised Users to use the Cloud Service, however, Customer shall be responsible for breaches of the Agreement caused by Authorised Users.

3.3 The Cloud Service includes the option to use licensed software and web services from third parties. All third party licensed software and web services have separate user agreements and usage will be subject to terms and conditions with those third parties agreements.

3.4 Upon subscription to the Services, RDS will provide Customer with a single login account to allow Customer’s Authorised User to access the Cloud Services. Customer may create additional accounts pursuant to the terms of this Agreement and Service Order Form. Customer may request additional Authorised Users accounts/licenses. Upon payment of the applicable Authorised User Fee RDS will provide the User IDs to Customer for such additional use.

3.5 Customer accepts and acknowledges the following;

- I. Only to use the service in accordance with acceptable use policy
- II. to comply with all applicable laws of Pakistan at all times
- III. to use reasonable security precautions in relation to use of the Services
- IV. to be solely and entirely responsible for maintaining at least one current backup copy outside of the RDS network of all data (including but not limited to operating systems, content and programs) stored on the RDS network to ensure that the potential for loss is mitigated
- V. that it has read RDS acceptable use policy ("AUP") and its privacy policy ("Privacy Policy")

- VI. not in any way use unacceptable content or links like (a) pirated software, hacker programs or archives, Warez sites, Spam ware, Copyrighted MP3s and IRC bots; (b) speech or images that are offensive, obscene (including pornographic), profane, blasphemous, hateful, threatening, harmful, defamatory, libelous, harassing, discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability or otherwise) or that promote any illegal activity; and/or (c) graphic violence. RDS will terminate any account that does not conform to these.
- VII. RDS reserves the right to terminate any account, for any reason, without prior notice or warning.

4. Fees, Billing and Payment Terms

4.1 Service activation will take effect on the date of receipt of payment, and will be renewed automatically for identical successive periods according to the Service Order Form. Any changes to the Customer's service package shall be billed accordingly. Duration of the initial term shall not be less than thirty six (36) months.

4.2 Monthly charges for services are billed in advance. Fees for the use of Services are set forth on the Service Order Form.

4.3 RDS may charge Fee/markup on any overdue amounts at the mark-up rate per month (prorated on a daily basis). If any amount is overdue by more than 30 (thirty) working days Customer account will be suspended.

4.4 RDS reserves the right to suspend withhold or cancel any Services until payment in full of such amounts has been received, including any fees we may have the right to charge Customer for a non-honored cheque.

4.5 All fees for Services are net of applicable taxes. Customer will be responsible for payment of all applicable taxes, fees, charges or surcharges, whether now or hereafter enacted.

4.6 RDS may charge set up fees, recurring service fees, and other one-time fees for optional services.

4.7 RDS may amend the Services and/or the Service Fees associated with any of the Services at any time and from time to time.

4.8. Any billing dispute must be raised in writing within 15 days of receipt of the billing invoice. Customer will be liable to pay the undisputed portion of the bill. Customer waives the right to dispute any charges after the 15 days period as set forth above.

5 Customer Responsibility

5.1. Registration Information: Customer will provide the name, contact information and other information to register each Authorised User to use the Cloud Services.

5.2. Customer will be solely responsible for any services that it provides to others involving the use of the Redrackx Cloud Services, Data, Output or the Services. RDS makes no representations concerning the completeness, accuracy, or utility of any Data in the Cloud Services or any Output. Customer shall be solely responsible for ensuring accuracy, completeness and compliance of any Output provided to any third party, and all liabilities and responsibilities in connection with such Output, and RDS shall not be responsible for the accuracy, completeness, or compliance thereof. Neither Customer nor any other person will have any claim or cause of action against RDS as a result of any professional or other services rendered or withheld in connection with the use of the Cloud Services, Data, Output or the Services.

5.3 Customer is responsible for obtaining all authorisations, consents, and permissions necessary or desirable to enter Data into the Cloud Services, to use the Cloud Services to process and store Data and to receive the Services and Output. Customer and its Authorised Users will not submit any Content or Data or use the Services in any way that infringes, misappropriates, or violates any trademark, copyright, patent, trade secret, publicity, privacy or other right of any third party or violates any applicable local, Federal Government laws, statutes, ordinances, rules or regulations or any judicial or administrative orders, including but not limited to anti-spam laws, or any industry or private standard RDS governing Data. RDS shall not be liable for the accuracy, completeness or authenticity of Data furnished by Customer or any other third party, and shall have no obligation or responsibility to audit, check or verify the Data.

6. Termination

6.1 Each party will have the right to terminate this Agreement by giving **30 days** prior written notice if the other party is in material breach of this Agreement. In the case of nonpayment **05 days** prior written notice will be required, if the breaching party fails to remedy such breach within notice period, the Agreement will be terminated.

6.2 Notwithstanding Section 6.1, RDS may terminate this Agreement upon written notice to Customer if Customer violates the scope or any restriction on its license or its obligations hereunder. Failure for Customer to pay for services may result in an immediate termination of services under these terms and conditions.

7. Effect of Termination

- I. Upon termination for any reason, all licenses granted hereunder shall automatically terminate, and RDS may immediately disable and discontinue Customer's access to and use of the Cloud Services without additional notice to Customer. In addition, all fees and payment obligations of Customer will become immediately due and payable.
- II. Customer must pay all outstanding amounts owed to RDS in order to receive transition services, if needed. Any transition services provided by RDS shall be chargeable at RDS current professional services rates, and requests for such Services must be sent to RDS in writing within five (15) days prior to the termination or expiration of this Agreement. After termination or expiration of this Agreement, RDS may dispose of or destroy all Customer data and any other materials at its discretion.
- III. All rights to payment and the provisions of Sections will survive any expiration or termination of this Agreement.
- IV. If Customer terminates this Agreement after the Effective Date but prior to the installation of Service(s), Customer will pay RDS a Pre-Installation Cancellation Charge ("Cancellation Charge") equal to three (3) months of MRC. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by RDS to prepare for installation.

8. Service Limitations

RDS will not be responsible for any damages that Customer may suffer arising out of use, or inability to use, the Cloud Services. RDS will not be liable for unauthorised access to or alteration, theft or destruction of Customer's data files, programs, procedures or information through accident, fraudulent means or devices, or any other method. It is hereby acknowledged that it is Customer's responsibility to validate for correctness all Output and to protect Customer's Data from loss by maintaining back-ups of all Data and routinely updating such back-ups. Customer hereby waives any damages occasioned by lost or corrupt Data, incorrect Output or incorrect data files resulting from a programming error, operator error, equipment or software malfunction, or from the use of third-party software.

9. Acceptable Use Policy ("AUP")

The purpose of this Acceptable Use Policy is to safeguard and preserve the interests of RDS, its resources (including any computing and network facilities), and authorised users. All users of RDS's Services are required to abide by this AUP. RDS reserves all rights to at any time

deny, revoke or restrict access to its services to any user and/or any user account, without ascribing any reason whatsoever. The terms of this AUP may be changed from time to time by RDS in its sole discretion and without prior notice.

RDS does not post, control or monitor the content of its Customers' online communications, however, RDS may edit or remove content that it believes, in its sole discretion to be in violation of the AUP or that it otherwise deems to be harmful or offensive. Each Customer is responsible for preventing the violation of this AUP by third parties accessing the Service through Customers' accounts, including without limitation, hackers and Customers' own users. No credit will be available under a RDS or Redrackx SLA for interruptions of service resulting from such violations.

If Customers engage in conduct that is in violation of the AUP or is illegal or otherwise improper in RDS's sole discretion, RDS reserves the right to suspend and also terminate Services provided by Redrackx or the Customer's access to such Services. RDS will attempt to notify Customer of any activity in violation of the AUP and request that the Customer cease such activity; however, in cases where the viability of the Services are potentially threatened or cases involving and not limited to unsolicited commercial emails / SPAM, mail relaying, alteration of Customer's source IP address information, denial of service attacks, illegal activities, harassment or copyright infringement, RDS reserves the right to suspend / restrict the Customer's access to the Services at its sole discretion, without notification. RDS may also take any other appropriate action, legal or otherwise, against a Customer for violations of the AUP, which may include and is not limited to termination of the Service. Customer will reimburse RDS for any expenses resulting from the Customer's violation of the AUP, including legal fees. Customer is responsible for the use of its Services, including use by hackers and other unauthorised third parties. Customer's responsibility includes payment for exceeding transfer and bandwidth limits.

The Customer is responsible for maintaining security, including disaster recovery systems and backups. Customer should maintain its own backups outside of RDS and Redrackx premises and systems, even if Redrackx provides backups, security, or other services related to data protection.

Your use of the resources must not be or be perceived as detrimental whether directly or indirectly to RDS the resources and/or its authorised users. The Services must be used in a manner that is consistent with the intended purpose of the Services and may be used only for lawful purposes. Customers shall not use the Services in order to transmit, distribute or store material and must not engage or attempt to engage in the following activities: a. Harassing other users (including via email using offensive language, or frequency of email messages,

and/or size of email messages); b. Anything that is immoral, offensive, religious, political, abusive or pornographic; c. Damaging or altering of any software or hardware components; d. Gaining unauthorised access to any network or system, account or data; e. Introducing any unauthorised or malicious software or the like (or hoax thereof) into any part of the resources or into any network or system by way of any part of the resources; and/or f. Doing anything that is against the law; (g) that may adversely affect the Services or other Redrackx customers; or (h) that may expose RDS to criminal or civil liability. Customers are prohibited from facilitating the violation of any part of this AUP, including, but not limited to transmitting, distributing, or otherwise making available any product or service that violates this AUP.

These Terms of Service only cover the Service usage by the Customers, including Customer organisations, officers, employees and other related persons. Any resale of the Services shall be covered under a separate Resale Agreement.

10. Disclaimer of Warranties.

RDS makes no warranties related to the services provided by RDS hereunder, and hereby disclaims all warranties, express or implied, including without limitation, warranties of merchantability, fitness for a particular purpose and non-infringement. Customer assumes total responsibility for the selection of the services to achieve Customer's intended results and for its use of the results obtained from the services. RDS does not warrant that the services meet Customer's requirements or will be uninterrupted or error free.

11. Limitation of Liability.

In no event will RDS (including its subsidiaries, its parent and subsidiaries of its parent, its service providers and licensors, and the employees, officers, directors and agents thereof) be liable for any consequential, indirect, special, incidental, exemplary or punitive damages under this agreement or in connection with any services provided by RDS hereunder, including without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss arising out of the use or inability to use the services, data or any output, even if RDS has been advised of the possibility of such damages and even if available remedies are found to have failed of their essential purpose.

The total liability, if any, of RDS (including its subsidiaries, its parent and subsidiaries of its parent, its service providers and licensors, and the employees, officers, directors and agents thereof) in the aggregate over the term of this agreement for all claims, causes of action or liability whether sounding in contract, tort or otherwise arising under or in any way related to this Agreement and/or the services provided hereunder (collectively, "claims"), shall be limited to any applicable credit allowances due and/or Customer's right to terminate a particular service under the applicable service level target as set forth in the service level agreement.

Notwithstanding the foregoing, RDS sole obligation in the event of an error in the performance of any services under this agreement shall be limited to reprocessing applicable data or re-performing the services. RDS (including its subsidiaries, its parent and subsidiaries of its parent, its service providers and licensors, and the employees, officers, directors and agents thereof) shall have no liability, express or implied, whether arising under contract, tort or otherwise, for any claim or demand: (a) resulting directly or indirectly from Customer's internal operations, equipment, systems or software owned or licensed by



company; or (b) by third parties, even if RDS was advised of the possibility of such claims or demands, except as expressly provided otherwise herein.

12. Force Majeure

Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including, but not limited to, acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, epidemics, pandemics, governmental act or failure of the Internet (not resulting from the actions or inactions of RDS), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If RDS is unable to provide Service(s) for a period of sixty (60) consecutive days as a result of a continuing force majeure event, the Customer may cancel the Service(s), but there shall be no liability on the part of RDS.

13. Assignment

The Customer may not assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of RDS, and any attempted assignment or delegation without such consent will be void. RDS may assign this Agreement in whole or part. RDS also may delegate the performance of certain Services to third parties, including Affiliates. This Agreement will bind to the benefit of each party's successors and permitted assigns.

14. Severability

In the event any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

15. Governing Law

These Terms of Service and any Order shall be governed by the laws of the Islamic Republic of Pakistan and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Pakistan.

16. Intellectual Property Infringement

RDS services may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of the Government of Pakistan's regulations or law is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or other intellectual property rights. RDS will cooperate with all law enforcement agencies in relation to alleged intellectual property infringement housed on RDS services, Website, or servers.

17. Notices

- Notices regarding termination of the Agreement or other legal matters should be sent by email and by recorded postal/courier delivery to:
By Post/Courier:
REDtone Digital Services Pvt. Ltd.
D 23, BLOCK 2, KDA SCHEME 5
CLIFTON, KARACHI
PAKISTAN
- By Email: legal@rds.net.pk and support@rds.net.pk
- RDS will give notice of amendments to the Acceptable Use Policy, Terms of Service, Privacy Policy, and Service Level Agreement by posting them on the Website.
- Notices to Customer will be sent to the nominated person and address mentioned in Service Order Form through courier and email.

18. Changes to Terms and Conditions

RDS may amend and revise these Terms and Conditions by providing 30 days written notice to the Customer.

