SYNAQ MASTER SERVICES AGREEMENT

The Client hereby appoints SYNAQ Pty Ltd (SYNAQ) to perform the Service(s), as defined in the Proposal(s) and SYNAQ hereby accepts such appointment, subject to the terms and conditions of this Agreement.

1. **DEFINITIONS:**

Unless otherwise indicated by the context in which it appears, the following words shall have the meanings assigned below:

"**Agreement**" means this document together with the Annexures/Schedules and further formal documents submitted to the Client or incorporated by reference herein. In the event of conflict of terms, the order of precedence shall be (1) the Proposal; (2) this Agreement (3) the Annexures/Schedules in the order in which they occur;

"**Client**" means the person(s) specified as such in the Proposal;

"**Commencement Date**" means the date upon which the services being rendered to the Client are fully provisioned and live and/or active, notwithstanding the date of signature of this Agreement;

"**Fees**" means the amounts payable by the Client in accordance with the relevant units or quantities relevant to such Services (such as number of Users, gigabytes etc) as specified in the Proposal;

  – "**Upfront Fees**" means fees payable by the Client prior to the commencement of the Services and as otherwise agreed to by the Parties;

– "**Monthly Fees**" means fees payable by the Client monthly in advance unless otherwise agreed to by the Parties in writing;

– "**Quarterly Fees**" means fees payable by the Client quarterly in advance unless otherwise agreed to by the Parties in writing;

– "**Annual Fees**" means fees payable by the Client annually in advance unless otherwise agreed to by the Parties in writing;

– "**Overage Fees**" means monthly fees payable in arrears by the Client for additional units or quantities, related to their Service(s), which are in excess of the initial amount(s) stipulated in their Proposal.

"**Proposal**" means the Proposal submitted to the Client by the Service Provider and the Proposal Summary which records the material terms of the Services as agreed to by the Parties and signed by the Parties;

"**Service**" means current and future active Service(s) rendered by SYNAQ to the Client as set out in the Proposal and the Annexures/Schedules to this Agreement;

"**Signed**" or "**signature**" means a hand-written or digital signature, in accordance with and regulated by the Electronic Communications and Transactions Act, 25 of 2002 ("ECTA").

"**Users**" means the Client's personnel or other specified persons permitted to access or use the Services and restricted in number but subject to change from time to time, the accurate number of permitted persons may be requested from SYNAQ from time to time;

2.   RELATIONSHIP BETWEEN THE PARTIES

For the avoidance of doubt, the Parties record and agree that SYNAQ enters into this Agreement as an independent service provider. Nothing in this Agreement shall constitute an employer/employee relationship or a partnership in any shape or form between the Parties nor authorise either of the Parties to incur any liability on behalf of the other of them, save to the extent expressly provided for herein.

3.   INCORPORATION OF TERMS

3.1   This Agreement shall come into effect on the date of signature (by hand or digitally) of the Proposal pertaining to the first Service rendered by SYNAQ to the Client.

3.2. The Client's Proposal shall form part of this Agreement and the contents thereof shall be read as if specifically incorporated herein.

3.3. The Commencement Date, Initial Term, Subsequent Term(s), Date of Termination, Fees for Services and Delivery Dates in respect of each specific Service shall be in accordance with the contents of the Proposal pertaining to such Service.

3.4. For the avoidance of doubt, (i) the Contract Period of each Service shall commence on the Commencement Date thereof for an Initial Term (ii) and in the absence of early termination of this Agreement, the Agreement shall be automatically renewed on a month to month basis until such time as written notice of termination is given at least one (1) calendar months prior to the expiration of each of such renewal terms; and (iii) subject to clause 8 and 4.2 below, the Date of Termination of the Service by either Party shall be calculated in accordance with the advance notice of termination specified in the Proposal.

3.5. In the instance that the Client cannot provide a Commencement Date upon signature of the Proposal, the Client shall be allowed a grace period of 90 days in which to do so. If said Commencement Date is not confirmed or agreed upon, billing will commence for services rendered once this period expires.

3.6. Subject to clause 8 and 4.2 below, this Services Agreement shall continue until the Date of Termination of the last active Service in accordance with 3.2 above.

4. THE SERVICES

4.1. SYNAQ shall in pursuance of their appointment in terms hereof:

perform and provide the Service(s) detailed in the Proposal and in accordance with the Terms and Conditions attached to such Service as specified in Annexure A;

exercise reasonable skill, care and diligence and the utmost good faith in the discharge of its obligations towards the Client and in all their dealings with the Client;

liaise with and report to the Client Contact Person as may from time to time be requested, reasonably necessary or desirable in connection with the Services;

attend such meetings as may from time to time be required by the Client Contact Person; and

4.2. In the event of SYNAQ being unable to provide any of the Services, SYNAQ shall notify the Client Contact Person without delay.

4.3. SYNAQ strives to meet the service standards as set out in the Service Annexures/Schedules attached, marketing documentation and website but such standards serve as guidance only and the Client shall not place any reliance on SYNAQ meeting such service standards.

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5. CONSIDERATION

5.1. In consideration for the Service(s) to be rendered by SYNAQ to the Client in terms of this Agreement, the Client shall pay SYNAQ the Fees set out in the Proposal in accordance with the payment terms corresponding to such Service(s) (see Service Annexure).

5.2. The Client authorises SYNAQ to utilise and submit electronic invoices to the Client.

5.3. Clients who do not have authorised debit orders agree to the payment of an additional administration fee of one hundred and twenty rand (R120.00) per Monthly Fee payment.

5.4. The Fees are subject to an annual increase of 10% (ten per centum) on each anniversary of the effective date, for the Contract Period of this Agreement or any extension thereof unless specified otherwise in The Proposal.

5.5. SYNAQ does however, reserve the right to increase the prices it charges for the Services from time to time, upon at least thirty (30) days written notification to The Client.

5.6. Unless otherwise agreed to by the Parties in writing, any overage fees incurred by the Client will be billed in arrears on a monthly basis.

5.7. The Client may not, for any reason whatsoever, defer, adjust, set-off or withhold any payment due to SYNAQ in terms of or arising out of this Agreement.

5.8. If the Client fails to make any payment or portion of a payment due in terms of this Agreement, SYNAQ may in SYNAQ's sole discretion (i) suspend or withhold Services to the Client (wholly or partially) and/or without prejudice to SYNAQ's rights in terms of this Agreement or at law and (ii) charge interest on any unpaid amount from the date the account became due until the date of payment at the prevailing prime overdraft rate of Nedcor Bank Limited, plus 2% (two per centum).

5.9. Credits will be paid to the Client under the following conditions:

i) The Client lodges a credit query with SYNAQ within 14 days of receiving the invoice in question,

ii) SYNAQ will credit the full amount should the investigations be found in favour of the Client, and;

iii) Credits payable are limited to a maximum period of 6 months only.

5.10. The Client acknowledges that SYNAQ places specific reliance on the Initial Term specified in the Proposal and agreed to by the Client and on this basis invests time and resources in the Client and/or incurs specific costs in order to facilitate the rendering of Services to the Client. Should the Client terminate a Service within the Initial Term specified in the Proposal, the Client agrees that an amount that equals 100% (one hundred per centum) of the revenue that would have accrued to SYNAQ had the Client not terminated the Service in the Initial Term, will become immediately owing due and payable to SYNAQ.

6. CONFIDENTIALITY UNDERTAKINGS BY THE CLIENT

6.1. SYNAQ and the Client each record, acknowledge and agree that:

i) During the course of this Agreement, they shall become acquainted with, gain personal and in-depth knowledge of and have direct access to strategic, sensitive and confidential information of the other Party, the "Disclosing Party", including technical and business know-how, trade secrets, goodwill and intellectual property hereinafter collectively referred to as "the Trade Secrets" which are not readily available to a competitor of the Disclosing Party.

ii) The Trade Secrets are of crucial importance to the business of the Disclosing Party who accordingly have a legitimate proprietary and commercial interest therein which is entitled to protect; should any of the Trade Secrets become available to a competitor of the Disclosing Party,

iii) The Trade Secrets are of crucial importance to the business of the Disclosing Party who accordingly have a legitimate proprietary and commercial interest therein which it is entitled to protect; should any of the Trade Secrets become available to a competitor of the Disclosing Party, it could cause such Party considerable financial loss; and the only effective and reasonable manner in which legitimate proprietary and commercial interests in the Trade Secrets could be protected so as to avoid financial loss to the Disclosing Party is by way of the Client furnishing the confidentiality undertakings provided for in clause 6.2 **below**.

6.2. In consideration of the benefits accruing to the Receiving Party in terms of this Agreement and in the interest of the protection and maintenance of the Disclosing Party's Trade Secrets, the Receiving Party undertakes that:

they shall not during this appointment or at any time thereafter, either itself utilise and/or directly or indirectly divulge and/or disclose to any third Party (except as required by the terms and nature of this Agreement) any of the Disclosing Party's Trade Secrets,

they shall not derive any benefit, whether directly or indirectly, from the Trade Secrets, nor, without limiting the generality of the aforegoing, be engaged, involved, concerned or interested, whether directly or indirectly, in the economic exploitation, whether by marketing, promoting, advertising, changing, adapting, reverse-engineering, publishing or selling in any manner whatsoever, the Trade Secrets; and they shall treat this Agreement as a confidential matter which may not be divulged to any third party.

6.3. Notwithstanding 6.2 above, the Client agrees that to the extent that the provision of SYNAQ services under this Agreement requires the creation or use of intellectual property of SYNAQ or SYNAQ equipment, the Client accepts without contest the right of SYNAQ to at any time whatsoever, remove any such intellectual property and/or equipment from the Client's premises and at the sole discretion of SYNAQ refuse the Client right of use of such intellectual property.

7. INDEMNITY

7.1. The Client hereby indemnifies and holds SYNAQ harmless against any loss, claims, demands, proceedings, damages and expenses of whatsoever nature including loss or damage to any property of any person, loss or damage to any hardware that is at SYNAQ premises or in transit to the premises of SYNAQ or the Client, or any loss of profits or inability to operate arising during this Agreement which the Client may suffer with the exception of those arising out the gross negligence or wilful misconduct of SYNAQ.

7.2. Without derogating from any rights in terms of the Agreement, the maximum liability of the Service Provider to the Client in terms of this agreement, for any one event or series of connected events, whether as a result of breach of contract, delict, or for any other reason whatsoever, shall be limited to the total value of the Services for the term of one (1) month.

8. FAILURE TO PERFORM

Should either Party fail to fulfil its obligations in terms of this Agreement as a result of:

8.1. inability to secure labour, materials or supplies despite having taken reasonable steps to procure same;

8.2. any act of God, war, strike, lockout or other labour dispute, fire, malicious computer code infection, power failure, network downtime, terrorism, urban terror, flood or legislation; or

8.3. any other cause beyond the reasonable control of the Party concerned, then notwithstanding anything to the contrary contained or implied in this Agreement, the other Party shall not be entitled to terminate this Agreement prematurely, nor shall it have any claim for damages in whatsoever nature against the Party concerned.

9. BREACH/ EARLY TERMINATION

Should:

9.1. either Party commit any breach of its obligations and/or undertakings in terms of this appointment and/or any other term and/or condition of this appointment, and fail to remedy such breach within a period of 7 (seven) Business Days after receipt of written notice requiring it to do so;

9.2. either Party repeatedly breach any of the terms and/or conditions hereof in such a manner as to justify the innocent Party in holding that the other Party's conduct is inconsistent with the intention or ability of such other Party to carry out the provisions of this Agreement; or

9.3. either Party become liquidated or insolvent or be in the process of liquidation or insolvency, then in all or any of such events, the other (innocent Party) shall be entitled, without prejudice to any other claims that it may have, to prematurely terminate the appointment under this Agreement and claim direct and indirect (including but not limited to loss of revenue) from the other party.

10. NO ASSIGNMENT

Neither of the Parties shall be entitled to, in any manner whatsoever:

10.1.   cede their rights;

10.2.   delegate their obligations; and

10.3.   assign their rights and obligations,

under this Agreement without the prior written consent of the other Party.

11. ARBITRATION

Subject to interim or urgent relief, all disputes in terms of this Agreement or the interpretation hereof shall be referred to confidential arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa and such arbitration shall be conducted in English in Johannesburg. Without affecting the validity of this clause, such expedited rules may be downloaded from: http://www.arbitration.co.za/downloads/expedited_rules.pdf

12. CO-OPERATION

The Parties undertake to co-operate with each other in all respects in order to give effect to the intent and import of this Agreement.

13. GOOD FAITH

In the implementation of this Agreement, the Parties undertake to observe the utmost good faith and they warrant in their dealings with each other that they shall neither do anything nor refrain from doing anything which might prejudice or detract from the rights, assets or interests of any other(s) of them.

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14. NOTICES AND DOMICILIA

Each of the Parties chooses *domicilium citandi et executandi* ("domicilium") for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purposes arising from this Agreement at their respective addresses set forth in the Proposal.

15. GENERAL

15.1. No warranties are expressly or tacitly made by SYNAQ including without limitation warranties in relation to hardware purchased by the Client from SYNAQ or SYNAQ hardware providers.

15.2. No data message (as defined in the Electronic Communications and Transactions Act 25 of 2002), including an e-mail, SMS and recorded voice message, sent by the Client to SYNAQ shall amend this Agreement or the rights and duties of the Parties in any manner, unless such a data message is reduced to paper and signed by the Parties;

15.3. Data messages (as defined above) sent by either Party to the other shall be deemed to be received by either Party only when responded to, and for the purposes of this clause an auto-response shall not be a response by the relevant Party.;

15.4. No alteration, cancellation, variation of, or addition hereto shall be of any force or effect unless reduced to writing and signed by all Parties to this Agreement or their duly authorised representatives;

15.5. SYNAQ reserves the right to intercept, block, filter, copy, read, use, retain and/or monitor all communications directed at any of SYNAQ's employees, directors, agents or representatives.

15.6. Neither Party shall, during the continuance of this Agreement and for a period of twelve (12) months immediately following the date of termination of this Agreement, directly or indirectly solicit or offer employment or any other form of contract for services to any of the other Party's employees.

15.7. The Client indemnifies and holds SYNAQ harmless against any costs, liabilities and damages that may result from a claim that a communication was illegally intercepted, blocked, filtered, copied, read, used, retained and/or monitored.

15.8. Subject to clause 3 above and with the exception of the Proposal(s) incorporated by reference, this document contains the entire Agreement between the Parties, and no Party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein.

15.9. No indulgence, leniency or extension of time which any Party (the Grantor) may grant or show to any other Party, shall in any way prejudice the Grantor or preclude the Grantor from exercising any of its rights in the future; and

15.10. The law of South Africa and hall govern this Agreement. Subject to clause 11 above, the Parties submit to the jurisdiction of the South African courts for the hearing of any dispute arising from this Agreement or the relationship between the Parties.

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SIGNED FOR AND ON BEHALF OF **SYNAQ PROPRIETARY LIMITED**:

....

Name   Signature

(Who warrants that he is duly authorised)

....

Date

SIGNED FOR AND ON BEHALF OF **THE CLIENT**:

....

Name   Signature

(Who warrants that he is duly authorised)

....

Date

ANNEXURE/SCHEDULE A – SERVICES

The following Annexure/Schedule catalogues the Services provided by SYNAQ to clients and the Terms and Conditions of Service attached to each of such Services. The Client is bound to the Terms and Conditions of Service(s) relevant to the Services rendered to the Client by SYNAQ following the acceptance of the Proposal(s) relevant to such Service(s).

SYNAQ SECUREMAIL

TERMS AND CONDITIONS OF SERVICE

1. *Services Packages:* The SYNAQ Securemail Service comprises, as applicable to the Client and specified in the Proposal one of the following packages (combination of features):

Service Name	Service Description
Securemail Standard	Securemail bidirectional, Branding and ITP (Sendmarc – Add-on)
Securemail Premium	Securemail bidirectional, ITP, DLP, LinkShield and Branding (Sendmarc – Add-on)

2. *Service Features:* The SYNAQ Securemail Service(s) comprises, as applicable to the Client and specified in the Proposal the following features (service dependent):

Features	Detail
Email filtering	− Filtering of email for spam, viruses and phishing attempts. − Blocking of configured file types and emails based on size of email restrictions.

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	- Additional risk mitigation against phishing attacks, specifically domain spoofing and whaling, using the ITP toolset, namely: Domain Anti-Spoof management, Executive Fraud Protection management and Protection Bypass management. - The risk and impact of URL based phishing, ransomware and malware attacks in emails are mitigated using LinkShield (URL threat protection). - Business rules and policies that effectively prevent the transmission of emails that contain sensitive and confidential information leaking out of the organisation via outbound email are introduced via Data Leak Prevention (DLP). - Sendmarc, powered by SYNAQ, is a service add-on to Securemail and is available in advanced and professional options.
Email spooling	– Spooling of email for up to 14 days if the destination mail server is unavailable.
Smart host for bidirectional mail	– Mail relay services offered. Mail relaying secured via a choice of (i) SMTP authentication or (ii) source IP address.

Blacklists and Whitelists	− Blacklists and Whitelists configuration to and/or from an email address and/or domain.
Email Quarantine	− Quarantine of emails classified as spam for 30 days and the ability to release emails from the quarantine.
Reporting	− The SYNAQ Securemail interface provides detailed reporting on o Audit trails of system events: includes user logins, reports generated, emails viewed and/or released from the quarantine. o Email analysis reports by domain, sending or recipient: includes percentage of email classified as clean email, spam, viruses; total data processed; total data delivered. o Sender / recipient analysis reports: includes breakdown of top senders or recipients by mail count and mail volumes.
Spam training system	− Ability to train the system to relearn email as clean or non-clean.

Remote support	— Email and telephonic support for registered Users of Clients between Monday and Friday 8am – 5pm (excluding public holidays). Critical system support 24 x 7 x 365 (1-hour response and 3-hour resolution time on system-wide critical errors).
Administrator training	— Administrator training for up to 2 administrators is available on request to be delivered at SYNAQ's offices.
Domain wide service	— SYNAQ Securemail is a domain-based service. This means that an entire email domain (e.g. synaq.com) is configured for this service. — The service cannot be configured for a subset of Users on a domain.
Branding	— Disclaimers, banners and signatures automatically appended to outbound email as per the chosen configuration. — Ability to design & deploy email banners, signatures and a company-wide disclaimer. — Banners & signatures can be assigned by user, by group or globally. — Both plain text & HTML parts may be specified.

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3. *Exclusions:* The following features, products, support and services without limitation are excluded from the SYNAQ Securemail Service:

    –   Internet connectivity and support services related to Internet connectivity (please contact your Internet service provider);

    –   Hardware required to access the Service (such as computers);

    –   Destination email server and the support related to such server;

    –   Ability to read email spooled on the system;

    –   Ability to integrate with an external directory service such as LDAP or AD;

    –   End user training and support not specifically provided for in the Proposal; and

    –   Any support, services, features or products not explicitly stated in the Proposal.

4. *Licenses/ Policies Applicable to the Service:*

    –   See [Acceptable Use Policy](#)

    –   See [Securemail Policies](#)

    –   See SYNAQ [Privacy Policy](#)

5. *Delivery of Service:*

    –   SYNAQ Securemail Inbound, clean email is delivered via SMTP to the customer's mail server.

    –   SYNAQ Securemail Outbound, email is delivered via SMTP from the customer's mail server.

- SYNAQ Securemail reporting interface is offered via the World Wide Web at https://securemail.synaq.com

6. **Contract Period of Contract (as per the Proposal)**

7. **Payment Terms (as per the Proposal),**

8. **Penalties for Late Payment:** The Service will be suspended for accounts overdue for 14 days or more. Suspension of service means email will be spooled and not delivered to its destination mail server.

9. **Termination:**

The Service may be terminated as follows:

- Termination on Notice (as per the advance notice of termination stipulated Proposal); and

- Termination for Breach in accordance with the Service Agreement.

10. **Indemnifications, Limitation of Liabilities, Warranties:**

Without derogating from or limiting the general nature of clause 7 of the Service Agreement, the Client hereby indemnifies and holds SYNAQ harmless against any loss, claims, demands, proceedings, damages and expenses of whatsoever nature arising from:

- Errors by the Client when requesting or effecting changes to the Domain Name System and any resulting delay, rejection or loss of email;

- Misconfigurations by the Client of destination email servers and/or firewalls irrespective of whether SYNAQ has instructed the Client or Users on how to configure such servers or firewalls unless SYNAQ is the Client's appointed Email Service Provider, and has attended to the above configurations;

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- SYNAQ's third party dependencies for the provision of the Service including without limitation: Internet connectivity, power, air conditioning at the hosting facility;

- Viruses, Spam and phishes received by the Client notwithstanding use of SYNAQ Securemail;

- Actual delivery of outbound email to final destination due to circumstances beyond SYNAQ's control including without limitation: unavailability of the destination server, the email recipient address is incorrect/ does not exist, the User has exceeded the limits placed on use of the Service, spam filtering)

The maximum liability of SYNAQ to the Client in terms for any one event or series of connected events above, shall in accordance with the provisions of the Service Agreement.

SENDMARC (Powered by SYNAQ) – available as an add-on to the SYNAQ Securemail Service.

TERMS AND CONDITIONS OF SERVICE

1. *Services Packages:* The Sendmarc add-on Service comprises, as applicable to the Client and specified in the Proposal one of the following packages (combination of features):

Service Name	Service Description
Sendmarc Advanced	DMARC DNS Hosting, SPF DNS hosting, DKIM DNS hosting, automated reports, UI access.
Sendmarc Professional	DMARC DNS Hosting, SPF DNS hosting, SPF optimisation, DKIM DNS hosting, automated reports, DNS change history, automated alerts, API access, UI access.

2. *Service Features:* The Sendmarc add-on Service (Powered by SYNAQ) comprises, as applicable to the Client and specified in the Proposal the following features (service dependent):

Features	Detail

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DMARC DNS Hosting	– Clients create a single DNS change with their DNS provider to link their DMARC DNS record to a Sendmarc managed record. This is done by creating a CNAME or alias record pointing to a Sendmarc hosted record. Once completed, clients can manage their DMARC policy in real-time from the Sendmarc web application without needing to contact their DNS provider.
SPF DNS Hosting	– Clients create a single DNS change with their DNS provider to link their SPF record to a Sendmarc managed record. This is done by creating a CNAME or alias record pointing to a Sendmarc hosted record. Once completed, clients' can manage their SPF policy in real-time from the Sendmarc web application without needing to contact their DNS provider.
SPF Optimisation	– SPF limits the amount of nested DNS hostname lookups in a single SPF record to a maximum of 10. These lookups are generally done when clients need to "include" 3rd party mail senders' records (e.g. marketing mail providers) in their own SPF records. Sendmarc increases this limit so that clients can include and therefore authorise more mail senders in a single SPF record.

DKIM DNS Hosting	− Sendmarc can host and publish DKIM keys for a client. Management and generation of new DKIM keys can be done directly from the web application when clients want to sign mail originating from new mail providers.
DNS Change History	− Provides an audit trail history of all DNS changes made for DMARC, SPF, and DKIM.
Reporting	− Reports can be viewed via the UI. More advanced packages will receive system notifications via email.
Accessibility	− Access to data via the UI and API (for advanced packages).
Remote Support	− Email and telephonic support for registered Users of Clients between Monday and Friday 8am – 5pm (excluding public holidays).

3. *Exclusions:* The following features, products, support and services without limitation are excluded from the Sendmarc Service (Powered by SYNAQ):

- Internet connectivity and support services related to Internet connectivity (please contact your Internet service provider);

- Hardware required to access the Service (such as computers);

- Destination email server and the support related to such server;

- Ability to read email spooled on the system;

- Ability to integrate with an external directory service such as LDAP or AD;

- End user training and support not specifically provided for in the Proposal; and

- Any support, services, features or products not explicitly stated in the Proposal.

4. *Licenses/ Policies Applicable to the Service:*

- See **Privacy Policy** (provided upon request)

- See **Information Security Policy** (provided upon request)

- See **POPI Policies** (provided upon request)

5. *Delivery of Service:*

The Sendmarc Service (Powered by SYNAQ) can be accessed as follows:

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- Via the World Wide Web: Using the following URL: https://portal.sendmarc.app . Each User will receive a username and password.

6. **Contract Period of Contract (as per the Proposal)**

7. **Payment Terms (as per the Proposal),**

8. **Penalties for Late Payment:** The Service will be suspended for accounts overdue for 14 days or more. Suspension of service means email will be spooled and not delivered to its destination mail server.

9. **Termination:**

The Service may be terminated as follows:

- Termination on Notice (as per the advance notice of termination stipulated Proposal); and

- Termination for Breach in accordance with the Service Agreement.

10. **Indemnifications, Limitation of Liabilities, Warranties:**

Without derogating from or limiting the general nature of clause 7 of the Service Agreement, the Client hereby indemnifies and holds SYNAQ harmless against any loss, claims, demands, proceedings, damages and expenses of whatsoever nature arising from:

- Errors by the Client when requesting or effecting changes to the Domain Name System and any resulting delay, rejection or loss of email;

- Misconfigurations by the Client of destination email servers and/or firewalls irrespective of whether SYNAQ has instructed the Client or Users on how to configure such servers or

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firewalls unless SYNAQ is the Client's appointed Email Service Provider, and has attended to the above configurations;

- SYNAQ's third party dependencies for the provision of the Service including without limitation: Internet connectivity, the Service, power, air conditioning at the hosting facility;

SYNAQ CONTINUITY

TERMS AND CONDITIONS OF SERVICE

1. *Services Packages:* The SYNAQ Continuity Service comprises, as applicable to the Client and specified in the Proposal one of the following packages (combination of features):

Service Name	Service Description
Continuity	Email continuity service with unlimited storage

2. *Service Features:* The SYNAQ Continuity Service comprises, as applicable to the Client and specified in the Proposal the following features:

Features	Detail
Email Retention	− Retention of inbound email stored for each user on email originating from external sources (i.e. not internal to the organisation) for a period of 30 days (unrestricted email storage)
Email spooling	− Spooling of email for up to 14 days when the destination email server is unavailable
Per User Basis	− SYNAQ Continuity is offered on a per user basis, the Client is entitled to select a subset of users from the entire email domain for the Service

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Remote support	— Email and telephonic support for authorised Users of Clients, Monday to Friday 8am – 5pm (excluding public holidays)
	— Critical system support 24 x 7 x 365 (1-hour response and 3-hour resolution time on system-wide critical errors)
Email Continuity	— Access to email when the Client's email server becomes unavailable
	— Email sent from the Service appears as if it originates from the User's actual email address
	— Mail gets sent to the Client's destination mail server(s) and a copy is sent through to Continuity
	— If the destination mail server is down, mail will be spooled until the destination mail server is available, then the mail will be delivered. However, the user needs to use the Continuity service in this period, otherwise it will not "resynchronize" to the destination mail server
Dependency on SYNAQ Securemail	— The Service is offered with Securemail bidirectional and Clients must have the SYNAQ Securemail bidirectional in order to access the SYNAQ Continuity Service

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3. **Exclusions:** The following features, products, support and services without limitation are excluded from the SYNAQ Continuity Service:

- Internet connectivity and support services related to Internet connectivity (please contact your Internet service provider);

- Hardware required to access the Service (such as computers);

- Destination email server and the support related to such server;

- Retention of internal Client emails (i.e. emails sent from person to person within the same Client organisation);

- Ability to self-administer User and / or Domains (i.e. add, remove and edit User accounts);

- Ability to integrate with an external directory service such as LDAP or AD;

- End user training and support not specifically provided for in the Proposal; and

- Any support, services, features or products not explicitly stated in the Proposal.

4. *Licenses/ Policies Applicable to the Service:*

- See [Acceptable Use Policy](#)

- See [Securemail Policies](#)

- See SYNAQ [Privacy Policy](#)

- See **POPI Policies** (provided upon request)

5. *Delivery of Service*

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SYNAQ Continuity is a Software as a Service offering that can be accessed as follows:

– Via the World Wide Web: a unique webmail URL is provided to each Client. e.g. http://continuity.synaq.com/*clientname*, and each User will receive a username and password

– Via POP/IMAP configured to access the Service

6. *Contract Period of Contract (as per the Proposal)*

7. *Payment Terms (as per the Proposal)*

8. *Penalties for Late Payment:* The Service will be suspended for accounts overdue for 14 days or more. Suspension of service means access to the SYNAQ Continuity service will be temporarily disabled, and Clients will not be able to access their email on this Service.

9. *Termination*

The Service may be terminated as follows:

– Termination on Notice (as per the advance notice of termination stipulated Proposal); and

– Termination for Breach in accordance with the Service Agreement.

10. *Indemnifications, Limitation of Liabilities, Warranties*

Without derogating from or limiting the general nature of clause 7 of the Service Agreement, the Client hereby indemnifies and holds SYNAQ harmless against any loss, claims, demands, proceedings, damages and expenses of whatsoever nature arising from:

- Misconfigurations by the Client of email servers irrespective of whether SYNAQ has instructed the Client or Users on how to configure such servers unless SYNAQ is the Client's appointed Email Service Provider, and has attended to the above configurations;

- SYNAQ's third party dependencies for the provision of the Service including without limitation: Internet connectivity, power, air conditioning at the hosting facility;

- The maximum liability of SYNAQ to the Client in terms for any one event or series of connected events above, shall in accordance with the provisions of the Service Agreement.

SYNAQ ARCHIVE

TERMS AND CONDITIONS OF SERVICE

1   Services Packages: The SYNAQ Archive Service comprises, as applicable to the Client and specified in the Proposal one of the following packages (combination of features):

Service Name	Service Description
SecureArchive	Email Archiving service which includes 10-year retention, E-Discovery and Legal Hold and the managed Securemail bidirectional service

2   Service Features: The SYNAQ Archive Service comprises, as applicable to the Client and specified in the Proposal the following features:

Features	Detail
Email archiving	− Archiving of internal & external emails for 10 years − Unlimited storage
Tamper proof archive	− Emails cannot be deleted from the archive and are − Emails are encrypted within the archive − Audit trail of archiving & discovery activities maintained

Search & Reporting Interface	− Archived emails can be viewed, printed or replayed
	
	− 2 levels of access granted:
	
	   a) Domain Administrator can search & report on all emails within an organisation
	
	   b) Normal User can search & report on their own emails
	
	− Can search within certain attachment types such as MS Office, RTF, PDF and ZIP
	
	− Can create advanced searches based on predefined fields as defined by the User interface

Integration with email servers	− Integrates with SYNAQ Cloud Mail Suite, Office365, Google Apps, Microsoft Exchange 2010 and higher and other compliant MTA's, eg: Sendmail, Postfix & Exim
External directory integration	− Integrates with an external directory (LDAP or AD)
Multiple data ingestion methods	− SYNAQ Cloud Mail Suite, Microsoft Exchange Import, PST Import and IMAP Import
Microsoft Exchange stubbing	− Microsoft Exchange message stubbing supported

Per User Basis	– SYNAQ Archive is offered on a per user basis, the Client is entitled to select a subset of users from the entire email domain for the Service
Remote support	– Email and telephonic support for authorised Users of Clients, Monday to Friday 8am – 5pm (excluding public holidays) – Critical system support 24 x 7 x 365 (1-hour response and 3-hour resolution time on system-wide critical errors)
Managed Securemail Bidirectional	– Managed email protection ensures that end users are safe from spam, phishing and email-borne viruses

3   Exclusions: The following features, products, support and services without limitation are excluded from the SYNAQ Archive Service:

– Internet connectivity and support services related to Internet connectivity (please contact your Internet service provider);

– Hardware required to access the Service (such as computers);

– Email server to be archived from and the support related to such server;

– The ability to self-administer (add, remove or edit) user accounts and / or domains;

– End user training and support not specifically provided for in the Proposal; and

— Any support, services, features or products not explicitly stated in the Proposal.

4   Licenses/ Policies Applicable to the Service:

— See [Acceptable Use Policy](#)

— See [Securemail Policies](#)

— See SYNAQ [Privacy Policy](#)

— See **POPI Policies** (provided upon request)

5   Delivery of Service:

SYNAQ Archive is a Software as a Service offering that can be accessed as follows:

— Via the World Wide Web: a unique webmail URL is provided to each Client. e.g. http://archive.synaq.com/*clientname*. Each User will receive a username and password

6   Contract Period of Contract (as per the Proposal)

7   Payment Terms (as per the Proposal),

8   Penalties for Late Payment:

— The Service will be suspended for accounts overdue for 14 days or more. Suspension of service means access to archiving search interface will be disabled and archiving itself may be suspended at SYNAQ's discretion.

9   Termination: The Service may be terminated as follows:

— Termination on Notice (as per the advance notice of termination stipulated Proposal); and

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— Termination for Breach in accordance with the Service Agreement.

10 *Indemnifications, Limitation of Liabilities, Warranties:*

Without derogating from or limiting the general nature of clause 7 of the Service Agreement, the Client hereby indemnifies and holds SYNAQ harmless against any loss, claims, demands, proceedings, damages and expenses of whatsoever nature arising from:

— Misconfigurations by the Client of email servers irrespective of whether SYNAQ has instructed the Client or Users on how to configure such servers unless SYNAQ is the Client's appointed Email Service Provider, and has attended to the above configurations;

— SYNAQ's third party dependencies for the provision of the Service including without limitation: Internet connectivity, power, air conditioning at the hosting facility;

The maximum liability of SYNAQ to the Client in terms for any one event or series of connected events above, shall in accordance with the provisions of the Service Agreement.

SYNAQ BRANDING

TERMS AND CONDITIONS OF SERVICE

1 **Services Packages:** The SYNAQ Branding Service comprises, as applicable to the Client and specified in the Proposal one of the following packages (combination of features):

Service Name	Service Description
Branding	Branding which includes Securemail bidirectional and ITP services

2 **Service Features:** The SYNAQ Branding Service comprises, as applicable to the Client and specified in the Proposal the following features:

Features	Detail
Email Branding	- Disclaimers, banners and signatures automatically appended to outbound email as per the chosen configuration
Customisable branding	− Ability to design & deploy email banners, signatures and a company-wide disclaimer (Banners & signatures can be assigned by user, by group or globally) − Both plain text & HTML parts may be specified
Per User Basis	− SYNAQ Branding is offered on a per User basis, the Client is entitled to select a subset of Users from the entire email domain for it

Remote support	− Email support for authorised Users of Clients − Telephonic support for authorised Users of Clients − Monday to Friday 8am – 5pm (excluding public holidays) − Critical system support 24 x 7 x 365 − 1 hour response and 3 hour resolution time on system-wide critical errors

Dependency on SYNAQ Securemail Bidirectional	− The Service is offered with SYNAQ Securemail bidirectional, which is email protection that ensures that end users are safe from:
	
	   - spam,
	   - phishing and
	   - email-borne viruses

Additional Risk Mitigation	− Additional risk mitigation against phishing attacks, specifically domain spoofing and whaling, using the ITP toolset, namely:
	
	   - Domain Anti-Spoof management,
	   - Executive Fraud Protection management and
	   - Protection Bypass management

3   Exclusions: The following features, products, support and services without limitation are excluded from the SYNAQ Branding Service:

− Internet connectivity and support services related to Internet connectivity (please contact your Internet service provider);

− Hardware required to access the Service (such as computers);

− Originating email server and the support related to such server;

− Ability to integrate with an external directory service such as LDAP or AD;

− End user training and support not specifically provided for in the Proposal; and

− Any support, services, features or products not explicitly stated in the Proposal.

4   Licenses/ Policies Applicable to the Service:

− See Acceptable Use Policy

− See Securemail Policies

− See SYNAQ Privacy Policy

− See **POPI Policies** (provided upon request)

5   Delivery of Service:

− Emails to be branded are delivered via SMTP to the Securemail bidirectional servers which brand the emails and deliver them to their destination.

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- SYNAQ Branding reporting & management interface can be accessed via the web at
  https://securemail.synaq.com

6   *Contract Period of Contract (as per the Proposal)*

7   *Payment Terms (as per the Proposal),*

8   *Penalties for Late Payment:* The Service will be suspended for accounts overdue for 14 days or more. Suspension of service means email will be rejected for delivery by the SYNAQ SECUREMAIL bidirectional servers.

9   *Termination: The Service may be terminated as follows:*

- Termination on Notice (as per the advance notice of termination stipulated Proposal); and

- Termination for Breach in accordance with the Service Agreement.

10   *Indemnifications, Limitation of Liabilities, Warranties:*

Without derogating from or limiting the general nature of clause 7 of the Service Agreement, the Client hereby indemnifies and holds SYNAQ harmless against any loss, claims, demands, proceedings, damages and expenses of whatsoever nature arising from:

- Misconfigurations by the Client of email servers irrespective of whether SYNAQ has instructed the Client or Users on how to configure such servers unless SYNAQ is the Client's appointed Email Service Provider, and has attended to the above configurations;

- SYNAQ's third party dependencies for the provision of the Service including without limitation: Internet connectivity, power, air conditioning at the hosting facility;

— Actual delivery of outbound email to final destination due to circumstances beyond SYNAQ's control including without limitation: unavailability of the destination server, the email recipient address is incorrect/ does not exist, the User has exceeded the limits placed on use of the Service, spam filtering

The maximum liability of SYNAQ to the Client in terms for any one event or series of connected events above, shall in accordance with the provisions of the Service Agreement.

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SYNAQ CLOUD MAIL

TERMS AND CONDITIONS OF SERVICE

1   **Services Packages:** SYNAQ Cloud Mail Service comprises, as applicable to the Client and specified in the Proposal one of the following packages (combination of features):

Service Name	Service Description
Cloud Mail Lite	- Basic 2GB POP3/IMAP mailbox which includes the Securemail bidirectional and ITP services
Cloud Mail 50	- Standard 50GB webmail mailbox with an optional native 10-year archive, sync to mobile (IOS and Android) and includes the Securemail bidirectional and ITP services
Cloud Mail Plus 50	- Standard 50GB MAPI mailbox with an optional native 10-year archive, sync to mobile (IOS and Android) and includes the Securemail bidirectional and ITP services
Cloud Mail 100	- Standard 100GB webmail mailbox with an optional native 10-year archive, sync to mobile (IOS and Android)

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	and includes the Securemail bidirectional and ITP services
Cloud Mail Plus 100	- Standard 100GB MAPI mailbox with an optional native 10-year archive, sync to mobile (IOS and Android) and includes the Securemail bidirectional and ITP services

2 **Service Features:** SYNAQ Cloud Mail Service comprises, as applicable to the Client and specified in the Proposal the following features:

Features	Detail
Basic Services & Features	− Ability to send & receive email − Multiple email clients supported: Generic POP/IMAP email clients, Zimbra Desktop & Outlook
Collaboration Features	− Shared calendars, contacts & documents (only available on selected packages)
Mobile Support (selected packages only)	− OTA Push to ActiveSync Phones
Online storage	− Email storage limits as per chosen package − Additional storage can be purchased

Multiple migration options	− Supports data migration from Office365, Microsoft Exchange, IMAP[http://www.synaq.com/company/legal-home/legal-glossary - IMAP](http://www.synaq.com/company/legal-home/legal-glossary) Servers & PST files.
External directory integration	− Integrates with an external directory (LDAP or AD[http://www.synaq.com/company/legal-home/legal-glossary - AD](http://www.synaq.com/company/legal-home/legal-glossary))
Administration interface	− Interface to manage users
Administrator training	− Administrator training for up to 2 Client personnel is available on request at SYNAQ's offices
Dependency on SYNAQ Securemail	− Securemail bidirectional and ITP is included in all SYNAQ Cloud Mail Services
Optional Zimbra Archive	− Native 10-year archive (for selected packages only)
Remote support	− Email and telephonic support for authorised Users of Clients, Monday to Friday 8am – 5pm (excluding public holidays)

	− Critical system support 24 x 7 x 365 (1 hour response and 3 hour resolution time on system-wide critical errors)

3 **Exclusions:** The following features, products, support and services without limitation are excluded from the SYNAQ Cloud Mail Service:

− Internet connectivity and support services related to Internet connectivity (please contact your Internet service provider);

− Hardware required to access the Service (such as computers);

− Desktop support not specifically provided for in the Proposal;

− End user training and support not specifically provided for in the Proposal; and

− Any support, services, features or products not explicitly stated in the Proposal.

4 **Licenses/ Policies Applicable to the Service:**

− See Acceptable Use Policy

− See Securemail Policies

− See SYNAQ Privacy Policy

− See **POPI Policies** (provided upon request)

5 **Delivery of Service:**

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SYNAQ Cloud Mail is a Software as a Service offering that can be accessed as follows:

- Via the World Wide Web: a unique webmail URL is provided to each Client. e.g. https://cloudmail.synaq.com/*clientname* , and each User will receive a username and password

- Via POP/IMAP configured to access the Service

- Via Outlook, in conjunction with the Zimbra Connector for Outlook (Premium packages only)

- OTA synchronisation available for ActiveSync Phones (premium packages only)

- The administrative interface is accessible via the World Wide Web at a unique URL provided to each Client

6   *Contract Period of Contract (as per the Proposal)*

7   *Payment Terms (as per the Proposal),*

8   *Penalties for Late Payment:* The Service will be suspended for accounts overdue for 14 days or more. Suspension of service means access to the service will be disabled and Users will not be able to access their email via Web, POP/IMAP or Zimbra Connector for Outlook.

9   *Termination: The Service may be terminated as follows:*

- Termination on Notice (as per the advance notice of termination stipulated Proposal); and

- Termination for Breach in accordance with the Service Agreement.

10 *Indemnifications, Limitation of Liabilities, Warranties:*

Without derogating from or limiting the general nature of clause 7 of the Service Agreement, the Client hereby indemnifies and holds SYNAQ harmless against any loss, claims, demands, proceedings, damages and expenses of whatsoever nature arising from:

− Misconfigurations by the Client of email servers irrespective of whether SYNAQ has instructed the Client or Users on how to configure such servers unless SYNAQ is the Client's appointed Email Service Provider, and has attended to the above configurations;

− SYNAQ's third party dependencies for the provision of the Service including without limitation: Internet connectivity, power, air conditioning at the hosting facility;

− Client's third party dependencies for the provision of the Service including without limitation: quality of Internet connection, bandwidth capacity, adequate line speeds;

− Actual delivery of outbound email to final destination due to circumstances beyond SYNAQ's control including without limitation: unavailability of the destination server, the email recipient address is incorrect/ does not exist, the User has exceeded the limits placed on use of the Service, spam filtering);

− Errors by the Client when requesting or effecting changes to the Domain Name System and any resulting delay, rejection or loss of email;

− Viruses and Spam received by the Client notwithstanding use of Securemail;

− Loss of irrecoverable data despite backups being kept.

The maximum liability of SYNAQ to the Client in terms for any one event or series of connected events above, shall in accordance with the provisions of the Service Agreement.

SYNAQ INSCRIBE

TERMS AND CONDITIONS OF SERVICE

1 **Services Packages:** SYNAQ Inscribe Service comprises, as applicable to the Client and specified in
the Proposal one of the following packages (combination of features):

Service Name	Service Description

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Email Marketing	- Bulk email capability for attractive, personalized and targeted messages and the ability to automate digital communications
SMS Marketing	- Ability to send personalised and automated SMS campaigns with compliant opt-out processing and delivery and replies' tracking
Transactional Mail	- Capability to send large volumes of business-critical messages (eg: invoices, statements, support mailers etc.) and integrate CRM, ERP or any other internal system for secure, scalable and auditable email and SMS messaging

2 **Service Features:** SYNAQ Inscribe Service comprises, as applicable to the Client and specified in the Proposal the following features:

Features	Detail
Basic Services & Features	− Ability to send bulk email and SMS's
Bulk Email Options	− send attractive emails (eg: notifications, promotions, newsletters etc.) − send large volumes of business-critical messages (eg: invoices, statements, order notifications, password resets, support mailers etc.).

Bulk SMS functionality	— Send personalised and automated SMS campaigns with compliant opt-out processing
Reporting	— Track delivery and replies — Have a single view of your account across email and SMS
Automation	— Streamline your email and SMS communications and send customers on a specified journey based on various behavioural factors
System Integration	— Integrate via API with any of your existing systems, from CRM to ERP for secure, scalable and auditable email and SMS messaging[http://www.synaq.com/company/legal-home/legal-glossary - AD](http://www.synaq.com/company/legal-home/legal-glossary)
Compliant	— Safe, secure, and compliant business solution
White labelling	— Use company logo, colours, and style everywhere, including user interfaces, public pages, URLs, and footers
Remote support	— Email and telephonic support for authorised users of Clients, Monday to Friday 8am – 5pm (excluding public holidays)

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	— Critical system support 24 x 7 x 365 (1-hour response and 3-hour resolution time on system-wide critical errors)

3 **Exclusions:** The following features, products, support and services without limitation are excluded from the SYNAQ Inscribe Service:

- — Internet connectivity and support services related to Internet connectivity (please contact your Internet service provider);

- — Hardware required to access the Service (such as computers);

- — Desktop support not specifically provided for in the Proposal;

- — End user training and support not specifically provided for in the Proposal; and,

- — Any support, services, features or products not explicitly stated in the Proposal.

4 **Licenses/ Policies Applicable to the Service:**

- — See Acceptable Use Policy

- — See SYNAQ Privacy Policy

- — See **POPI Policies** (provided upon request)

- — See SPAM Policy (below):

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- SYNAQ does not allow the sending of Spam (Unsolicited bulk messages, the same content is sent to Recipients that have not granted verifiable permission for the message to be sent to the);

- The data imported into the Client's system must at least comply with one of the following:

  o Contacts have opted-in from the Client's website;

  o Contacts have given the Client permission to send them email and/ or SMS communication;

  o the Client can verify where it acquired the data (have proof of data source);

  o Contacts are existing customers of the Client; and,

  o Contacts have transacted with the Client in the post two years.

- The Client may not import a contact's information if:

  o It was purchased, rented or acquired from a third-party list of email addresses; and,

  o Contacts/email addresses have been scraped or "copied and pasted" from websites.

5 Client Obligations:

The Client shall:

- be solely responsible for the accuracy of the data migrated onto the account as well as the data constituting the account thereafter;

- ensure the correct formatting and/or validation in respect of the mailing lists. in instances when the format should be a text file or CSV file. any other file, (including but not limited to: .DOC, .EXE, .XLS) may generate errors;

- undertakes to ensure that its username and password are only disclosed to authorised users, that the username and password are kept confidential and that they shall immediately notify SYNAQ should the confidentiality of its username and/or password be compromised (in which event SYNAQ shall reset the Client's username and/or password accordingly);

- accepts that it shall be held responsible and/or liable for all activities conducted by it in relation to their account;

- The Client shall notify SYNAQ in writing on or before the Effective Date of the send limit and/or subscriber limit elected by it for SYNAQ to ascertain which pricing band the Client shall fall into for purposes of calculating the Fees;

- The Client accepts and agrees that the following use (without limitation) shall constitute unauthorised use of the Software and/or Services:

  - any use which is unlawful, defamatory, objectionable, offensive, harassing, abusive, threatening, harmful, vulgar, obscene, amounts to unlawful unsolicited commercial communications, and/or infringes the rights of third parties;

  - any use which comprises of or advances unlawful collection and processing of personal information including, but not limited to, email addresses without the subscriber /contact's consent;

  - engaging in prohibited data privacy practices, which shall include but not be limited to the use of purchased databases and/or the use of databases whereby the Client cannot readily prove that the subscriber/contact's consent to receive email communications was obtained by the Client;

  - creating a false identity and/or attempting to mislead the public as to the identity of the sender and/or origin of the communication;

- transmission of any data which may infringe on the intellectual property rights of third parties;

- any attempts at reverse engineering, gaining unauthorized access to the subscription service, or attempting to discover the underlying source code or structure of the subscription service;

- any attempts at framing, distribution, or unauthorised resale;

- transmission of any data which contains viruses, a Trojan horse, Worms, and/or other malicious programs;

- Any attempts, successful or otherwise, to gain unauthorised access to the Software, SYNAQ systems, other SYNAQ accounts, computer systems, or networks connected to the service, through password mining or any other means; and,

- engaging in any other activity that could subject SYNAQ to criminal and/or civil liability.

– agree that it is solely liable for ensuring compatibility as well as the required ISP and/or telecommunications costs needed to access and/or utilise the Software and services;

– notify SYNAQ immediately of the termination of employment or further requirements of suspension of user access to the Software;

– acknowledge that in the event of the misuse or abuse of the Software, that SYNAQ has the right, on written notice, in its sale and unilateral discretion, to disable the access to the Software;

– ensure that all unsubscribe and opt-out requests received are strictly adhered to and implemented, so that a subscriber/contact shall not receive any further email or SMS communications regardless of whether the Client has unmapped/deleted the applicable subscriber/contact/list;

– unmap/delete any subscriber/contact from the mailing list/s if it requires such subscriber/ contact to be entirely removed from the mailing list and in which event the subscriber/contact so removed shall no longer form part of the subscriber limit.

– Agree that unless the Client has attended to unmap /delete a subscriber/contact from a mailing list:

- such subscriber/contact shall still form part of the subscriber limit and will be charged for accordingly regardless of whether the subscriber/contact has unsubscribed from the mailing list/s; and,

- the Client shall still have access to archive reports and statistics in relation to previous email communications sent to the abovementioned subscriber/contact, as well as to the record that such subscriber/contact unsubscribed for a reasonable period.

6 Contract Period of Contract (as per the Proposal)

7 Payment Terms (as per the Proposal),

8 Penalties for Late Payment: The Service will be suspended for accounts overdue for 14 days or more, which means access to the service will be disabled and users will not be able to access the Software.

9 Termination:

Upon termination of the Service, the Client:

– will no longer have access to the Software;

– will cease all use of and return to SYNAQ any Confidential Information in its possession;

- will remove from its property and immediately discontinue all use, directly or indirectly, of SYNAQ trademarks, or of any word, title, expression, trademark, design or marking which, in the opinion of SYNAQ is confusingly similar thereto;

- obligations to SYNAQ will become immediately due and payable without further notice or demand, which is hereby expressly waived, and SYNAQ will be entitled to reimbursement for any reasonable attorney's fees that it may incur in collecting or enforcing payment of such obligations;

- shall, on condition that all monies owing to SYNAQ have been paid in full within 30 days of termination:

  - have access to their data for a period of 60 (sixty) days following the date of termination of the agreement for purposes of retrieval or transfer thereof, where after SYNAQ shall delete the data and shall only retain aggregated data to be used for statistical purposes.

- agrees that under no circumstances, will SYNAQ be liable to the Client by reason of termination or expiration of this agreement for compensation, reimbursement or damages for any reason, including:

  - loss of prospective compensation;
  - goodwill or loss thereof; or,
  - expenditures, investments or any type of commitment made in connection with the business of the Client or in reliance on the existence of this agreement.

10 Indemnifications, Limitation of Liabilities, Warranties:

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Without derogating from or limiting the general nature of clause 7 of the Service Agreement, the Client hereby indemnifies and holds SYNAQ harmless against any loss, claims, demands, proceedings, damages and expenses of whatsoever nature arising from:

− Misconfigurations by the Client of email servers irrespective of whether SYNAQ has instructed the Client or Users on how to configure such servers unless SYNAQ is the Client's appointed Email Service Provider, and has attended to the above configurations;

− SYNAQ's third party dependencies for the provision of the Service including without limitation: Internet connectivity, power, air conditioning at the hosting facility;

− Client's third-party dependencies for the provision of the Service including without limitation: quality of Internet connection, bandwidth capacity, adequate line speeds;

− Viruses and Spam received by the Client; and,

− Loss of irrecoverable data despite backups being kept.

The maximum liability of SYNAQ to the Client in terms for any one event or series of connected events above, shall in accordance with the provisions of the Service Agreement.