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INFRATEL CLOUD TERMS OF SERVICE AGREEMENT

December 2025

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1. Terms of Service(ToS)

This Terms of Service Agreement, together with the Cloud Service Level Agreement, Acceptable Cloud Services Usage Policy, any other documents referenced herein and any amendments signed between the parties (collectively, this “Agreement”) is made between the parties herein and forms part of the Agreement between them for services contracted as set out in the Service Order (“Service Order”) for the provision of services set forth on the Service Order.

By executing and delivering the service order, clicking the “i accept” button, signing an agreement or accessing or using any of the services, you expressly agree to and consent to be bound by all of the terms of this agreement.

2. Definitions

“Acceptable Cloud Services Usage Policy” or “ACSUP” means the INFRATEL Acceptable Cloud Services Usage Policy, posted here, as such policy may be amended from time to time by INFRATEL.

“Beta Services” means pre-production versions of services that are offered by INFRATEL to certain customers for the sole purpose of testing and evaluating such services.

“Confidential Information” means all confidential and proprietary information of a party disclosed either before or after the effective date of this Agreement and marked as such (if such information is capable of being so marked) regarding such party’s products and business that are disclosed by such party (the “Disclosing Party”) to the other party (the “Non-Disclosing Party”) under this Agreement including, but not limited to, the Disclosing Party’s intellectual property. Confidential Information also includes:

(a) the unpublished prices and other terms of service, audit and security reports, data center designs and other proprietary technology and

(b) all information transmitted to or from, stored on, or otherwise processed by the servers or other devices used in the provision of the Services. Confidential Information does not include information:

(i) in the public domain at the time of delivery,

(ii) subsequently published or otherwise made part of the public domain through no fault of the Non-Disclosing Party or its representatives,

(iii) in the Non-Disclosing Party's possession at the time of disclosure and not acquired by the Non-Disclosing party directly or indirectly from Disclosing Party or its representatives on a confidential basis,

(iv) which becomes available to the Non-Disclosing Party on a non-confidential basis from a source not under an obligation of confidentiality to the Disclosing Party, or

(v) information that is independently developed without reference to the Confidential Information, as evidenced by written records maintained in the ordinary course of business.

“Fees” means the Setup Fees, Recurring Fees and Non-Recurring Fees.

“Initial Term” means that period of time commencing upon the Service Commencement Date and ending either (i) one (1) month thereafter or (ii) upon expiration of the Service Contract period set forth on the Service Order, if other than monthly.

“Non-Recurring Fees” mean those fees set forth on the Service Order that are due when and if a particular Service is utilized, such as additional bandwidth used by you during the term of this Agreement.

“Recurrence Period” means the recurring period upon which you agree to pay for the Services as set forth in the Service Order.

“Recurring Fees” mean those fees set forth on the Service Order that are due on a recurring basis throughout the term of this Agreement upon each Recurrence Period.

“Renewal Term” means the subsequent renewal of the Initial Term or any Renewal Term, commencing upon expiration of such Initial Term or Renewal Term and ending upon either (i) one (1) month thereafter or (ii) expiration of the Service Contract period set forth on the Service Order if other than monthly.

“Service Commencement Date” means that date upon which you are given access by INFRATEL to begin using the Services.

“Service Level Agreement” means the INFRATEL Cloud Service Level Agreement, posted at <https://www.infratel.co.zm/pages-SLA>, as such agreement may be amended from time to time by INFRATEL.

“Services” means those services requested by you and provided by INFRATEL as set forth on a Service Order.

“Setup Fees” mean those fees set forth on the Service Order that are due upon the Service Commencement Date and represent the initial fees necessary to initially set up and configure the Services.

“Support” means the telephone and technical support provided by INFRATEL in connection with the Services.

“User” means you or any other person or entity that you permit to access or otherwise use the Services.

3. INFRATEL Obligations

INFRATEL will not begin providing the Services and Support until you have satisfied INFRATEL’s order approval criteria. Subject to your compliance with all of the terms and conditions of this Agreement, INFRATEL shall provide the Services and Support to you during the term of this Agreement in accordance with the commitments made in the Service Level Agreement and in accordance with applicable law. In the event of a failure by INFRATEL to meet the obligations of this Section 2, your sole and exclusive remedy and INFRATEL’s sole obligation are the issuances of Service Credits as set forth in the Cloud Service Level Agreement.

4. Your Obligations

You are solely responsible for the content of any postings, data or transmissions using Services, or any other use of the Services by a User. You are responsible for keeping your account permissions, billing, and other account information up to date using the MyCloud portal, and you must use reasonable security precautions in connection with your use of the Services. You agree to fully comply with all of the obligations and restrictions set forth in the Acceptable Cloud Usage Policy.

You agree to comply with all of the terms and conditions of this Agreement, make all payments of Fees when due and comply with any and all laws applicable to your use of the Services. You shall immediately notify INFRATEL of any unauthorized use of your account or any other breach of security and cooperate with INFRATEL’s investigation of service outages, security issues or any suspected breach of the terms and conditions of this Agreement.

Certain Services are designed to help you comply with regulatory guidelines that may be applicable to you. You are responsible for understanding the regulatory requirements applicable to your business and for selecting and using INFRATEL Services in a manner that satisfies the requirements. Additionally, if payment card information, healthcare related information, or personally identifiable information will be transmitted to or from or stored on equipment in conjunction with the Services, you shall disclose to INFRATEL such fact prior to any such transmission and/or storage.

5. Fees

Your initial invoice will include any Setup Fees and the pro-rated portion of the Recurring Fees from the Service Commencement Date until expiration of the Recurrence Period. Thereafter, INFRATEL will invoice you in advance for the Recurring Fees and in arrears for the Non-Recurring Fees at the beginning of each Recurrence Period.

The Recurring Fees set forth in the Service Order shall remain fixed during the Initial Term. Upon commencement of any Renewal Term, the Recurring Fees for the Services shall be subject to the published fees then in effect at the date of such renewal.

6. Payments

Unless otherwise agreed by INFRATEL, payment for Services is due on the invoice date. Any amount not paid when due will bear late payment interest at the rate of the lesser of 1.5% per month or the highest rate permitted by law from the due date until paid. You shall be liable for all costs and expenses incurred by INFRATEL in collecting amounts that are past due, including reasonable attorneys' fees.

You shall be responsible for and shall pay, and shall reimburse INFRATEL on request, if INFRATEL is required to pay, any sales, use, value-added or other tax (excluding any tax that is based on INFRATEL's net income), assessment, duty, tariff, or other fee or charge of any kind or nature that is levied or imposed by any governmental authority on the Services.

Any Service Credit that we may owe you, such as a credit for failure to meet a Service Commitment as set forth in the Cloud Service Level Agreement, will be applied only as a credit to Fees due from you for future Services, and will not be paid to you as a refund.

You must notify INFRATEL in writing of any disputed Fees within fourteen (14) days of the invoice date for such Fees. If you do not notify INFRATEL within such period, you have waived

any right to dispute such amounts, either directly or indirectly or as a set-off, or defense in any action or efforts to collect amounts due to INFRATEL.

7. Suspension of Services

You acknowledge and agree that INFRATEL may suspend providing the Services to you, in whole or in part, without liability if (i) you fail to pay the Fees due to INFRATEL for a period of twenty-eight (28) days after the date of the invoice, (ii) you are in violation of the Acceptable Cloud Usage Policy, (iii) you fail to reasonably cooperate with INFRATEL's investigation of any suspected breaches of this Agreement, (iv) INFRATEL reasonably believes that the servers hosting the Services have been accessed or manipulated by a third party without your or INFRATEL's consent, (v) INFRATEL reasonably believes that suspension of the Services is necessary to protect the Cloud environment generally, or (vi) INFRATEL is obligated to suspend Services via subpoena, court order or otherwise as required by law. INFRATEL may restrict access to your data stored on INFRATEL's servers during any suspension.

In the event of any suspension of Services pursuant to subsections (i), (ii) or (iii), you shall pay INFRATEL a reconnection fee of \$150.00 as a condition of reactivation of the Services, in addition to full payment of the balance due on the account, including late payment interest, if any.

in the event infratel takes any action pursuant to this section, it shall have no liability to you or anyone claiming by or through you. Nothing herein shall preclude INFRATEL from pursuing other remedies available by statute or otherwise permitted by law.

8. Term

The term of this Agreement shall be the Initial Term and any Renewal Terms. This Agreement will automatically renew for successive Renewal Terms at the end of the Initial Term or any Renewal Term; provided, however, either party may terminate this Agreement for convenience upon at least thirty (30) days' prior written notice to the other party.

If the Services are cancelled before the end of the then-current term of this Agreement, there will be no credits or refunds issued. Additionally, if the Recurrence Period is other than monthly and the Services are cancelled before the end of the then-current term of this Agreement, you shall pay an early termination fee equal to the Recurring Fees times the number of full or partial months remaining in the term of this Agreement. The parties hereby agree and acknowledge that such Early Termination Fees are reasonable. Early Termination Fees will be due and payable upon receipt of invoice. Any Non-Renewal Notice should be communicated via a Ticket in MyCloud portal customer

portal. INFRATEL may restrict access to your data stored on INFRATEL's servers following any termination.

If for any reason you as a client(s) wishes to cancel or terminate your account, You will be solely responsible for making all necessary arrangements by deleting all existing resources or active services exists on your account and securing a replacement host and moving all electronic data, graphics, images, video or text to the new service provider, You are responsible for any service fees, subscription costs and content from the moment a server or service is created or activated until it is terminated by you.

9. Termination for Breach

Without limiting your right to early termination pursuant to Section 7, you may terminate this Agreement in the event of a material breach by INFRATEL upon no less than fifteen (15) days' prior written notice and opportunity to cure such material beach.

Without limiting INFRATEL's rights to suspend the Services pursuant to Section 6, INFRATEL may terminate this Agreement in the event of a material breach by you upon no less than fifteen (15) days' prior written notice and opportunity to cure such material beach. Notwithstanding the foregoing, INFRATEL may terminate this Agreement immediately if you violate the Acceptable Cloud Usage Policy, whether or not you subsequently cure such violation.

Expiration or termination of this Agreement shall not relieve your requirement to pay Fees for Services provided prior to the effective date of termination.

10. Maintenance

INFRATEL may from time to time conduct routine tests, maintenance, upgrade or repair on any part of the network, and INFRATEL shall use commercially reasonable efforts to give you prior notice thereof. You acknowledge that there may be instances where it is not practicable for INFRATEL to give advance notice of a disruption, for example, in the event of an emergency, and INFRATEL shall be entitled to disrupt the Services to conduct restoration and remedial works without prior notice.

11. Confidential Information

Each party will safeguard and keep confidential all Confidential Information of the other and will return the other's Confidential Information upon request, except to the extent further retention of such Confidential Information is necessary for a party to perform any post-termination obligations or exercise any post-termination rights under this Agreement. Each

party agrees to safeguard the other's Confidential Information using measures that are equal to the standard of performance used by the Non-Disclosing party to safeguard its own Confidential Information of comparable value, but in no event less than reasonable care. Neither party will use any Confidential Information of the other party for any purpose except to implement its rights and obligations under this Agreement and as otherwise expressly contemplated by this Agreement; provided, however, that if any party or its representatives is requested or required to disclose any Confidential Information by a subpoena or court order, that party will promptly notify the other party (unless prohibited by such subpoena or order) of such request or requirement so that the other party may seek an appropriate protective order or other appropriate relief and/or waive compliance with provisions of this Agreement, and if, in the absence of such relief or waiver hereunder, any party or its representative are, in the opinion of its counsel, legally compelled to disclose Confidential Information, then that party may disclose so much of the Confidential Information to the person compelling disclosure as is, according to such opinion, required, without liability hereunder.

Clients agree and accept that he will not be involved in providing any negative or neutral feedback about INFRATEL outside of the infratel.co.zm domain support channel or feedback line – This includes any social networking, third party review services, paid reputation services, etc.. Client agree and accept that if he/she would do such activity he fully understand that his account will be suspended (server(s) permanent deletion include backup(s) where applicable) without a warning and he/she will not be entitled to any partial or full refund for any remaining credits within account.

12. Limited Warranty

INFRATEL represents that it shall provide the Services in compliance with its Service Level Agreement. except for this warranty, infratel and its licensors disclaim any and all other warranties, express or implied, relating to the services, including without limitation any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, or arising from a course of dealing, usage or trade practice. infratel specifically disclaims any warranty that the operation of the service will be uninterrupted or error free. further, infratel makes no representations or warranties whatsoever, and shall have no liability whatsoever, with respect to the accuracy, dependability, privacy, security, authenticity or completeness of data transmitted over the internet, or any intrusion, virus, disruption, loss of communication, loss or corruption of data, or other error or event caused or permitted by or introduced through the internet or the servers upon which the services are provided. you are solely responsible for implementing adequate firewall, password and other security measures to protect your systems, data and applications from unwanted intrusion, whether over the internet or by other means.

13. Limitation of Liability

Except for infratel's gross negligence or wilful misconduct, Infratel's and its licensor's cumulative liability to you and all other parties for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this agreement or the use of the services or any failure or delay in delivering the services shall not exceed the total fees paid by you during the period of three (3) months immediately preceding the date on which the event giving rise to the claim occurred or the prorata equivalent if the recurrence period is annual. except to the extent set forth in the cloud service level agreement, Infratel shall have no liability should there be any delay in the provision of the service.

Infratel and its licensors shall not be liable for any special, incidental, consequential, exemplary, punitive or other indirect damages, or for lost profits or lost data arising out of the use or inability to use the services or any data supplied therewith or any failure or delay in delivering the services, even if Infratel has been advised of the possibility of such damages. you acknowledge and agree that under no circumstance shall Infratel assume any liability or responsibility to you for suspension of service to the extent permitted by this agreement.

14. Indemnification

INFRATEL shall defend, indemnify and hold you, your affiliates or any of your or their respective employees, agents or suppliers, harmless from and against any and all costs, liabilities, judgments, actions, losses and expenses (including, but not limited to, reasonable attorneys' fees and fees of experts) (collectively, "Losses") arising out of any threatened or actual claim, suit, action, arbitration or proceeding (collectively, "Claims") by any third party arising out of or relating to (i) INFRATEL's gross negligence or wilful misconduct or (ii) a claim that the Services as provided by INFRATEL under this Agreement infringe upon the Zambian patent or copyright of a third party; provided that (a) you give INFRATEL prompt written notice of the claim, (b) you permit INFRATEL sole control over the defense and settlement of the claim, and (c) you reasonably cooperate with INFRATEL in the defense and/or settlement of the claim.

You shall defend, indemnify and hold INFRATEL, its affiliates or any of its respective employees, agents or suppliers, harmless from and against any and all Losses arising out of or relating to (i) your gross negligence or wilful misconduct or (ii) your violation of the Acceptable Cloud Usage Policy or the law; provided that (a) INFRATEL gives you prompt written notice of the claim, (b) INFRATEL permits you sole control over the defense and settlement of the claim, and (c) INFRATEL reasonably cooperates with you in the defense and/or settlement of the claim. Your obligation under this Section 13 include claims arising out of acts or omissions by your employees, Users and any other person who gains access to the Services as a result of your failure to use reasonable security measures.

15. Ownership of Intellectual Property; Software; Hardware and IP Addresses

Each of us shall retain all right, title and interest in and to each party's respective intellectual property rights, including without limitation, all patents, inventions, trademarks, copyrights and trade secrets. Any intellectual property used, developed or otherwise reduced to practice in providing the Services to you shall be the sole and exclusive property of INFRATEL and/or its licensors, unless we specifically agree in writing otherwise.

You acknowledge and agree that you do not acquire any ownership interest in any of the servers or other hardware used to provide the Services hereunder. Similarly, we do not acquire any ownership interest in the content or data that you store on the servers or transmit via the Services.

You acknowledge and agree that third-party software and hardware are used in the provision of Services. Accordingly, you agree to abide by the terms and conditions of any end user licenses or other agreements relating to the use of such hardware or software.

At INFRATEL we do protect intellectual property and privacy of respective owner and fight piracy. Every client accept to protect that as well and agrees to pay \$25 as a fine for first complaint that INFRATEL would receive any documented complaint to cover administrative cost to handle such complaint. Client understands and agrees that the fine for second offense would have a fine of \$50 and account will be permanently suspended upon receiving third complaint, Client understands and agrees that any fine paid or withdrawn from client account is non refundable and client revoke his rights to dispute any claim against those fines, INFRATEL Inc reserves the right to protect the intellectual properly of respective owners and based on this agreement clients will accepts and agreed to protect the same and will not be involved directly or indirectly in using INFRATEL network to distribute any content that they don't have the rights in writing to do so. Privacy would be protecting the integrity of assigned resources and avoid being involved in any mass abusive action such as denial of service attacks, BOTNET, phishing, SQL injections, Social engineering or scanning schemes.

You acknowledge and agree that any IP addresses that INFRATEL may assign to you in connection with the Services are registered to and owed by INFRATEL and upon any expiration or termination of this Agreement, you agree to release and cease using any such IP addresses.

16. Beta Services

If you elect to participate in any evaluation or test of INFRATEL Beta Services, then you acknowledge that such Beta Services are provided "AS IS, AS AVAILABLE" with no warranty whatsoever. To the extent permitted by applicable law, INFRATEL disclaims any and all warranties with respect to the Beta Services, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

You acknowledge that the Beta Services are a pre-release, pre-production version and may not work properly, and that your use of the Beta Services may expose you to unusual risks of operational failures. You should not use Beta Services in a live production environment, and you must not use the Beta Services in any hazardous environments, life support, or weapons systems.

You agree to provide prompt feedback regarding your experience with the Beta Services in a form reasonably requested by us, including information necessary to enable us to duplicate errors or problems you may experience. You agree that all information regarding your beta test, including your experience with and opinions regarding the Beta Services, is “Confidential Information” of INFRATEL, as defined in these Terms of Service, and may not be disclosed to a third party or used for any purpose other than providing feedback to INFRATEL.

You agree that we may use your feed back for any purpose whatsoever, including product development purposes. At our request you will provide us with comments that we may use publicly for press materials and marketing collateral. Any intellectual property inherent in your feedback or arising from your testing of the Beta Services shall be owned exclusively by INFRATEL and its licensors.

The commercially released version of the Beta Services may change substantially from the pre-release version, and programs that use or run with the pre-release version may not work with the commercial release or subsequent releases.

You are not entitled to any Service Credits under our Cloud Service Level Agreement for downtime or other problems that may result from your use of the Beta Services. Subject to the foregoing limitations, the maximum aggregate liability of INFRATEL and any of its employees, agents, affiliates, or suppliers, under any theory of law (including breach of contract, tort, strict liability, and infringement) for harm to you arising from your use of the Beta Services shall be a payment of money not to exceed One Hundred Dollars (\$100.00).

We may terminate the Beta Services at any time, in our sole discretion.

17. Communications and Message Rates

By providing your contact information, you consent to receive communications from us, including One-Time Passwords (OTPs) and other service-related messages, via email and SMS. Please note that standard message and data rates may apply, as determined by your mobile service provider. You are responsible for any charges incurred for receiving such communications.

If you no longer wish to receive these communications, you may opt out at any time by replying “STOP” to SMS messages or contacting our support team directly. Please note that opting out

of SMS communications may impact your ability to use certain features or services that rely on OTPs or SMS notifications.

18. Miscellaneous

Non-Solicitation. During the term of this Agreement and for a period of one (1) year thereafter, you shall not solicit or hire the services of any employee or subcontractor of INFRATEL without the prior written consent of INFRATEL.

Force Majeure. INFRATEL shall not be deemed to be in breach of this Agreement and shall have no liability hereunder if its obligations are delayed or prevented by any reason of any act of God, war, terrorism, fire, natural disaster, accident, riots, acts of government, shortage of materials or supplies, failure of any transportation or communication system, non-performance of any of your agents or your third-party providers (including, without limitation, the failure or performance of common carriers, interchange carriers, local exchange carriers, internet service providers, suppliers, subcontractors) or any other cause beyond its reasonable control.

By creating an account – You confirm that you read and agree to our terms of service – We reserve the right to protect our network from SPAM, Fraudulent activities and Abuse – All accounts are subject to in-depth identity verification which may include but not limited to requesting copy of multiple government issued photo identification documents as well as billing address verifications to match payment received – In cases where credit card is used as a form of payment – We may also require photo copy of the front and back of the card used on client’s account – Client can mask most of the numbers leaving the last four digits unmasked as they are used by INFRATEL’s verification team.

Refunds. INFRATEL Cloud service is a pre-paid service model and all transactions are non refundable, No partial or full refunds are to be issued to any account that was used for adding credits, operation software licenses or on-demand services provided by INFRATEL’s support team.

Notice of Claim and Filing of Suit. You must present any claim in writing to INFRATEL within a reasonable time, and in no event longer than sixty (60) days after the event for which the claim is presented so as to permit the parties to attempt to resolve the claim. No action may be maintained against INFRATEL under this Agreement, unless timely written claim has been given as provided above.

Abuse. INFRATEL have zero tolerance to SPAM , Using servers for mass mailing or marketing purposes are strictly prohibited, therefore e-mail ports are blocked by default and only enabled for fully verified accounts and this privileges are allowed or blocked at it’s full discretion, Every client accept to protect that as well and agrees to pay \$25 as a fine for first SPAM related complaint that INFRATEL would receive or any documented complaint to cover administrative

cost to handle such complaint.. Client understands and agrees that the fine for second offense would have a fine of \$50 and account will be permanently suspended upon receiving third complaint.

Notices. Except to the extent that notices may be sent by electronic mail as specifically set forth in this Agreement, notices under this Agreement will be sufficient only if (i) mailed by certified or registered mail, return receipt requested, (ii) sent by internationally recognized overnight carrier or (iii) personally delivered. Notices shall be deemed delivered upon receipt by the other party. Any notices requiring to be served hereunder shall be in writing signed by the party serving them and shall be sufficiently served upon the other party if addressed to the other party and delivered in person or sent by prepaid registered post as follows-

a) For the Service Provider: The Chief Executive Officer, INFRATEL Corporation, Sub A of Stand 4909, Along United Nations Avenue, Lusaka.

b) For the Client:

Notices to you shall be sent to the mailing address set forth on the account tab in your MyINFRATEL Cloud customer portal.

Survival. The provisions of Sections 1, 10, 11, 12, 13, 14 and 16 shall survive any termination or expiration of this Agreement.

Modification; Authority; Assignment. Without limiting INFRATEL's rights to modify the Acceptable Use Policy or Service Level Agreement as set forth therein, INFRATEL may modify any aspect of this Agreement upon thirty (30) days' prior notice. Should you wish to terminate this Agreement as a result of such modification, you may do so by sending a notice of termination via a Ticket in MyINFRATELCloud.co.zm customer portal any time prior to the effective date of such modification and no Early Termination Fees will apply. Otherwise such modification will remain in effect for the remaining term of this Agreement.

You acknowledge that you have the authority to enter in to this Agreement on behalf of your company and that you may authorize other individuals to purchase additional services. This Agreement binds any of your authorized users, as well as your heirs, executors, successors, and assigns.

This Agreement may not be assigned by you without the prior written consent of INFRATEL, which shall not be unreasonably withheld or delayed.

Governing Law; Jurisdiction. This Agreement is governed by the laws of Zambia, excluding its conflicts of laws principles. You hereby submit to the exclusive jurisdiction of the laws of Zambia; provided, however, that INFRATEL shall have the right to institute judicial proceedings against you or anyone acting by, through or under you, in other jurisdictions in order to enforce INFRATEL's rights hereunder through reformation of contract, specific performance, injunction or similar equitable relief.

General. This Agreement, together with the Service Level Agreement, Acceptable Cloud Usage Policy, any other documents referenced herein and any amendments signed between the parties, constitutes the entire understanding between INFRATEL and you with respect to subject matter hereof. Terms and conditions as set forth in any purchase order which differ from, conflict with, or are not included in this Agreement, shall not become part of this Agreement unless specifically accepted by INFRATEL in writing.