VIRTUAL HOSTING WITH VMWARE CLOUD PLATFORM AGREEMENT

SLT is licensed to and is engaged in business as, inter alia, operators, providers, proprietors, installers, managers, renters, hirers, assemblers, fitters of all types of communication services and equipment however produced, transmitted, received or processed including, but not limited to, telephones, data services, leased lines and internet services.

The Customer has requested the virtual hosting services described herein below, which SLT has agreed to provide such services to the Customer, for the period stated under the schedule hereto, but upon the terms and conditions agreed to by and between SLT and the Customer stated herein below.

Definitions

"Customer Content " shall mean any data hosted by customer, including all text, sound, video, or image files, and software (including machine images).

"Customer Data" shall mean the customer data resident in the Database

The *"Main Agreement"* is the Virtual Server Hosting with VMware Cloud Platform Agreement and the Annexes attached hereto.

"IAAS" shall mean Infrastructure as a Service provided via VMware platform

"vSAN" shall mean Virtual Storage Area Network provided via VMware platform

"DHCP" shall mean Dynamic Host Configuration Protocol

"NAT" shall mean Network Address Translation

"Availability of the Server" shall mean the percentage availability of the virtual server for access by third parties via internet or VPN, *as measured by SLT in a given month*

Percentage availability = $\dfrac{\text{Available number of hours}}{(24 \text{ hours } \mathbf{x} \text{ number of days in a given month})} \mathbf{x} \ 100\%$

"High Availability (HA)"

High Availability (HA) in VMware Cloud Foundation (VCF) ensures that virtual machines (VMs) remain operational during hardware failures or disruptions. Key features include:

- vSphere HA: Automatically restarts VMs on alternate hosts within the cluster if a host fails, minimizing downtime.
- vSphere Fault Tolerance (FT): Creates a secondary VM that mirrors the primary, allowing for instantaneous failover in case of host failure.

"Disaster Recovery (DR)"

Disaster Recovery (DR) capabilities in VMware VCF enable recovery from disasters by replicating VMs and data to a secondary site. Key components include:

- VMware Site Recovery Manager (SRM): Automates the processes of replication, failover, and failback between primary and secondary sites to ensure minimal downtime and data loss during a disaster.

"Disaster Avoidance (DA)"

Disaster Avoidance (DA) involves proactive measures to prevent or mitigate the impact of potential disasters. In VMware VCF, strategies include:

- Workload mobility, load balancing, and resource optimization to maintain service availability.
- Technologies like VMware vMotion, which enable live migration of VMs between hosts without disrupting availability.

"Backup"

Backup is essential for data protection, ensuring VMs and data are regularly backed up and recoverable in case of loss, corruption, or accidental deletion. Key points include:

- VMware's backup solutions integrate with the Commvault Backup product (available for separate purchase).
- Features include deduplication, compression, and replication to optimize backup storage.

1.   Hosting Services.

1.1   SLT will provide Customer with the service of virtual server hosting with VMware Cloud platform as IAAS in accordance with the features and functionalities of the package selected by the Customer as below.
[VM's or VDC that provide in above packages does not consists with a Backup and DR, customers' needs to purchase these services as separate products]

VMware Package	HA	DA	DR	Backup
IDC_VDC VCF VS – Pro	✔	✖	✖	✖
IDC_VDC VCF VS – Pro-DA	✔	✔	✖	✖
IDC_VDC VCF VF	✔	✖	✖	✖
IDC_VDC VCF SP	✔	✖	✖	✖
IDC_VDC VCF STD	✔	✖	✖	✖

1.2   In addition, SLT is able to provide Disaster Recovery and Backup services for an additional Cost for the required infrastructure services.

1.3   In addition, the Customer may select applications such as Mail, Web, Data Base and FTP for an additional Cost, which will be provided and maintained by SLT.

1.4   Upon the Customer's request, SLT may provide additional Networking features such as Switching, Routing, DHCP, NAT, Load Balancer, Firewall and other connectivity services. In here Load Balancer, Firewall with ATP will be charged.

1.5   Upon the Customer's request SLT may provide self-service portal for Virtual Data Center product customers. To use the portal, you must register and set up an authorized account with Login Credentials. You must keep your registration information accurate and complete during the term of the Agreement.

1.6   For the purpose of this Agreement the Virtual Server Hosting Service and additional services (both additional applications and additional features) together shall be called the "Services".

2.   Customer Responsibilities.

2.1   Customer is responsible for any use of the Services that occurs under your Login Credentials.

2.2   The Customer shall abide by the currently applicable Acceptable Use Policy provided by sales team of SLT, and the same shall be an integral part hereof.

4.   **Data protection and Security**

4.1   The Customer shall be solely responsible for Customer Content and keep SLT indemnified of its use, accuracy, Intellectual Property Rights and all third party claims on such Customer Content.

4.2   The Customer shall not use the Service for any illegal immoral or malicious purposes or cause harm or threat to any other person by the use of the Service.

4.2   Customer is solely responsible for ensuring that the Service Offering and its security (a) is appropriate for Your Content and your intended use, (b) has the appropriate or required certifications for their Content, and (c) meets all their requirements including any legal requirements that apply to them or their Content.

4.3   Customer is responsible for taking and maintaining appropriate steps to protect the confidentiality, integrity, and security of their Content. Those steps include (a) controlling access they provide to their Users, (b) configuring the Services appropriately, (c) ensuring the security of their Content while it is in transit to and from the Services (d) using encryption technology to protect their Content, and (e) backing up their Content.

4.4   Customer is responsible for providing any necessary notices to Users and obtaining any legally required consents from Users regarding their use of the Services.

5.   **Ownership of Intellectual Property and Equipment Licenses.**

5.1   Customer Content.

5.1.1   As between SLT and the Customer, the Customer shall retain all rights and interest, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights, in the Customer Content.

5.1.2   If SLT reasonably believe a problem with the Services may be attributable to Customer Content or to Customer use of the Services, Customer must cooperate with SLT to identify the source of the problem and to resolve the problem

5.2   Monitoring.
        SLT monitor and collect configuration, performance, and usage data relating to Customer use of the Services (a) to facilitate delivery of the Services (such as (i) tracking entitlements, (ii) providing support, (iii) monitoring the performance, integrity, and stability of the Services infrastructure, and (iv) preventing or addressing service or technical issues); and (b) to improve our

products and services, and your experience. Customer must not interfere with that monitoring. SLT will not access Customer Content except if required to do so by a regulator or by any applicable laws or regulations.

5.3   SLT Equipment.
SLT retains all rights to the Hosting Services and any computer hardware, software, telecommunications or other equipment, including the Host Server, its Virtualizations Software (collectively, the "SLT Equipment"). At no time shall Customer have any ownership, property, or any other rights in, nor a claim or lien on, any of the Hosting Services or the SLT Equipment hardware and software.

6.   **Confidentiality.**

Subject to any agreement the parties may have entered in to on the matter of confidentiality and non-disclosure, both parties hereby undertake with each other that each party together with the particular party's employees, agents, officers and consultants, that it will keep in the strictest confidence, except where disclosure is required by law or regulation, any confidential or proprietary information or intellectual property of any nature belonging to the other party which may come into the particular party's possession or to its knowledge during its association with the other party, except where the prior written consent of the other party is obtained.

SLT acknowledges that the Customer Content and Customer Data contain confidential and proprietary information.

7.1   Billing
Customer shall pay the fees ("Fees") set forth in Annex 3, and the invoice on a monthly basis for the Services, may it be an initiation charge or monthly rental which payment shall be made within thirty (30) days of the date of each invoice.

7.2   Late Payment.
Customer's failure to pay any Fees upon due dates shall be a material breach of this Agreement, and SLT may, in addition to any rights available to it under the terms herein or law or in equity, do any or all of the following;
(i)   charge interest at the rate of two per centum (2%) per month on the Fees that remain unpaid up to the date of complete payment;
(ii) suspend providing the Services, and terminate the Agreement without penalty if payment is overdue for more than 30 days after notice has been served;
(iii) require future payments hereunder to be made in advance of Services being rendered by SLT. Any suspension or termination of Services will not

relieve Customer from the obligation to pay the Fees due for the Services already rendered. In event of collection enforcement, Customer shall be liable to pay any costs associated with such collection, including, but not limited to, legal costs, attorneys' fees, costs, and collection agency fees.

7.3   Default
Customer undertakes and agrees that in the event the Customer fails to perform according to this Agreement or if SLT terminates this Agreement in terms of Clause 7 & 11.4 herein, SLT shall be entitled to recover from the client all the monthly rentals stated in Annex 3 calculated over the balance period of the Agreement in addition to the outstanding rentals, by way of damages and not by way of penalty in addition to any other remedies SLT may have.

7.4   Taxes.
        Customer shall pay or reimburse SLT of all sales, use, transfer, privilege, excise, and all other taxes and all duties, and all telecommunication levies, imposed by reason of the performance by SLT under this Agreement as stated under the invoice; excluding, however, income taxes on profits which may be levied against SLT.

7.5   This pricing for the purchased service shall be valid only until March 31, 2027. Thereafter, any changes to pricing shall be subject to the discretion of SLT.

8.   Warranties.

8.1   Customer.

8.1.1   The Customer represents and warrants that;
(a)   The Customer has the power and authority to enter into and fully perform its obligations under this Agreement and to grant the rights granted in this Agreement;

(b)   The content, material, messages and data transmitted or made available through the Services (including Customer Content) does not contain material that is inaccurate or that violates any applicable law, rule or regulation

(c)   The content, material, messages and data transmitted or made available through the Services (including Customer Content) does not infringe any common law or statutory right of any person or entity, including, without limitation, any proprietary, contract, moral, privacy or publicity right, copyright, patent, trademark, trade secret, or any other third party right,

(d)   That Customer owns the Customer Content or otherwise has the right to place the Customer Content on the web application

(e)   The content, material, messages and data transmitted or made available through the Services (including Customer Content) do not contain any material that, in the Customer's good faith judgment, is obscene, threatening, malicious, defamatory, libelous, slanderous, pornographic or otherwise expose SLT to civil or criminal liability

(f)   The Customer has obtained any and all authorization(s) necessary for hypertext links from the Web Site to other third party Web sites;

(g)   The Customer will not use the Services to send unsolicited e-mails, or engage in any other offensive or harassing or disturbing conduct, or conduct that unreasonably interferes with SLT's ability to manage its network facilities or provide similar Services to other customers.

8.1.2   In addition to any other remedies set forth in this Agreement, SLT reserves the right to immediately remove from the Customer Web site, any material which violates any of the above warranties and/or to immediately suspend or disable any Services necessary to remedy any violation or potential violation of the above warranties.

8.2   SLT.
        SLT represents and warrants that

   (a) SLT has the legal right and authority to provide the Services

   (b) SLT Equipment do not infringe upon any copyright, patent, trademark, trade secret, or any other intellectual property right of any third party.

8.3   No other Warranty.

        Other than the express warranties contained in section 8.2   and the service availability stated in clause   3.2 herein, any equipment provided (including, without limitation, the SLT equipment) and all services performed pursuant to this Agreement are provided and performed on an "as is" basis, and Customer's use of the services is at its own risk. SLT does not make, and hereby disclaims, all other warranties, merchantability and fitness for a particular purpose. SLT does not warrant that the services provided hereunder will be uninterrupted, error-free, or completely secure.

8.4   Limitation of Liability & Damages.

   SLT's sole liability to Customer for any loss, liability or damage, including attorney's fees, for any claim arising out of or related to this agreement, any Annexure or the services, regardless of the form of action, shall be limited to Customer's actual direct out-of-pocket expenses which are reasonably incurred by Customer and shall not exceed the amount of the fees actually paid to SLT by Customer under

this agreement during the twelve (12) months immediately preceding the date on which such claim accrued. In no event shall SLT be liable to Customer or any third party for lost profits, lost data, consequential, special, incidental, or punitive damages, howsoever arising out of or related to this agreement regardless of the basis of the claim. The aforesaid limitation shall not apply to breach of confidentiality obligations on the part SLT.

9.   Indemnification.

Each party (the "indemnifying Party") agrees to indemnify, defend and forever hold harmless the other, and any of its parent and affiliated companies, and the present and former officers, members, shareholders, directors, employees, representatives, attorneys, insurers and agents of any of these, and their successors, heirs and permitted assigns (each an "indemnified Party") from and against any and all losses liabilities, claims, costs, damages and expenses (including reasonable attorneys' fees, disbursements and administrative or court costs.) that (i) arise directly or indirectly out of any breach or alleged breach of its representations and warranties under this Agreement, or the result of its willful misconduct or negligence. The Indemnified Party may, at its own expense, assist in the defense if it so chooses or in order to avoid any liability accruing to itself or it's present and former officers, members, shareholders, directors, employees, representatives, attorneys, insurers and agents, provided that the Indemnifying Party shall control such defense and all negotiations relative to the settlement of any such claim and that any settlement intended to bind the Indemnified Party shall not be final without the Indemnified Party's written consent, which consent shall not be unreasonably withheld.

10.   Force Majeure.

Neither party shall be deemed in default or otherwise liable under this Agreement due to its inability to perform any of its obligations by reason of an event beyond it's reasonable control including but not limited to fire, earthquake, flood, substantial snowstorm, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial order (which order is not the result of any act or omission which would constitute a default hereunder), or any failure or delay of any transportation, power, or communications system or any other or similar cause beyond that party's reasonable control. However, the inability to perform financial obligations hereunder shall not be construed as an event of Force Majeure.

11.   Term and Termination.

11.1   The term of this Agreement shall be the period mentioned in the Schedule hereto.

11.2   After the expiry of the Initial Term, the Parties shall be entitled to extend the term of this Agreement as mutually agreed by successive one year periods, provided a notice of such extension is provided by a Party so intending, at least 30 days prior to the expiry date of the Agreement.

11.3   The Customer may terminate this Agreement with thirty (30) days advance written notice to SLT, prior to expiration of the said term;

(i)   if there is a breach of a material provision of this Agreement by SLT, which remains un-remedied after 14 days written notice has been served on SLT

11.4   SLT may terminate this agreement at any time without notice to the Customer in any of the following events;

(i) The Customer fails to pay to SLT any monies due and/or payable to SLT hereunder   and such payment remains outstanding after SLT gives thirty (30) days written   notice of such default

(ii)   The Customer fails to perform or commits a breach of the Customer's obligations hereunder or is found to be in breach of the Customer's warranties and/or representations hereunder

(iii) The Customer enters into liquidation or compounds with the Customer's creditors or suffers any similar action in consequence of debt

(iv) The Customer is ordered/directed to cease or suspend its operations or activities under this agreement or within the context of this agreement

Immediately upon

(v)   receipt of regulatory orders or instructions from a state body to that effect

(vi) If the Customer uses the Services for illegal or immoral activities or criminal action has been taken or is in the process of being taken against the Customer against the manner of using any part of the Services

(vii)   If the Customer's agreement with any other person or body of persons, either
regulatory or otherwise, either in this country or abroad, is determined or any person whose consent is required for the effective operation of the Service   withdraws such consent;

12.   Notice.

12.1   Any notice required to be given to SLT shall be given in writing to the Deputy General Manager – Cloud Platforms, Sri Lanka Telecom PLC, Lotus Road, Colombo 1 or on Facsimile No: + 94 11 2387918 or to the e-mail address idcnotice@sltidc.lk

12.2   Any notice required to be given to the Customer shall be given to the person named under item 1.7 – Customer Contact in the Application for Virtual Server Hosting Service.

12.3   Any notice so given shall be deemed to have been duly given if sent as stated above (i) if delivered by hand, upon receipt thereof, (ii) if sent by mail, three (03) working days after posting (iii) if sent by facsimile transmission, upon electronic confirmation thereof.

13.   Miscellaneous.

13.1   Entire Agreement
This Agreement and the Annexure thereof shall constitute the entire agreement between Customer and SLT with respect to the subject matter hereof and there are no representations, understandings or agreements that are not fully expressed in this Agreement.

13.2   Interpretation
In the event of a conflict between the terms of any Annexure and this Agreement, unless expressly stated otherwise in the Annexure, the provisions of this Agreement shall prevail.

13.3   Publicity
SLT may use the name of and identify Customer as a SLT Customer, in advertising, publicity, or similar materials distributed or displayed to prospective Customers.

13.4   Relationship
SLT and its personnel, in the performance of this Agreement, are acting as independent contractors and not employees or agents of Customer. The provisions hereof shall not be construed to interpret the Customer as the agent or employee of SLT.

13.5   Amendments
        No amendment, change, waiver, or discharge hereof shall be valid unless it is in writing and signed by the authorized signatories of both parties.

13.6   Governing Law & Dispute Resolution
        This Agreement shall be governed by the laws of the Democratic Socialist Republic of Sri Lanka. Any dispute arising between the parties if not amicably settled within 30 days, shall be referred to a Court of competent authority exercising jurisdiction in Sri Lanka.

13.7   Assignment & Subcontracting

    (a) Neither Party shall not assign, without the prior written consent of the other Party, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part.

    (b) In the event a Party sub contracts its obligations, it shall not be relieved of responsibility under this Agreement for such portion of its obligations as are sub contracted.

13.8   Waiver
        The waiver or failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder.

14.   Customer Data.

14.1   SLT acknowledges that the Customer Data is the sole property of the Customer. All intellectual property rights in or to the Customer Data shall vest in the Customer unconditionally and immediately on their creation.

14.2   SLT shall only store, copy or use the Customer Data to the extent necessary to perform its obligations under this Agreement and shall not disclose it to any third party without the prior consent of the Customer except if required to do so by a regulator or by any applicable laws or regulations. Notwithstanding anything to the contrary stated herein, SLT shall at all times:
        14.2.1 not use the Customer Data to solicit any business for any of the SLT products
            or
            services and shall not disclose it to any of SLT's customers or to any third
            party.
        14.2.2 immediately shall inform in writing the Customer of receiving any request to disclose any type or nature of any information to any third party.

14.3 If any part of the Customer Data ceases to be required by SLT for the performance of its obligations under this Agreement, and in any event at the expiry or sooner termination of this Agreement, SLT shall return to the Customer.

14.4 The Customer shall, at all times, comply with its respective obligations under all applicable Data protection laws in relation to all personal Data.

14.5 SLT shall not disclose any personal Data to any third parties (except its advisor, auditors, consultants and due to a court order).

14.6 SLT shall bring into effect and maintain all reasonable technical and organizational measures to maintain security, prevent unauthorized or unlawful processing of personal Data and accidental loss or destruction of, or damage to, personal Data.

14.7 Upon expiration or early termination of this Agreement SLT shall cooperate with the Customer in the transfer of Customer Data from SLT System to the such other system the Customer may choose, at the cost and expense of the Customer. The service rates shall be mutually agreed to by the parties.

15 Disclaimer

SLT shall not, under any circumstances whatsoever, be liable to the Customer for any loss or damage sustained directly or indirectly by the Customer or its Customer(s), licensees or agents and others, due to the reason of the failure of the Customer to maintain its applications and operating systems in proper order, free from computer viruses or harmful programs being introduced or been let into /or transmitted either through the use of an apparatus or otherwise into a telecommunication network while the use of SLT service .