

Cloud Cost Management Terms



THESE PRODUCT-SPECIFIC TERMS AND CONDITIONS NEED TO BE READ IN CONJUNCTION WITH THE GENERAL TERMS AND CONDITIONS. WHERE ANY DISCREPANCY OCCURS, THE PROVISIONS OF THESE PRODUCT-SPECIFIC TERMS AND CONDITIONS SHALL APPLY.

1. DEFINITIONS

Capitalised terms not defined herein shall have the meaning ascribed thereto in the General Terms and Conditions. In these Product Terms, the following expressions bear the meanings assigned to them hereunder and cognate expressions bear corresponding meanings:

- 1.1. "Services" in this Cloud Cost Management Terms means the products and services set out in the product description which is provided to Customer on the terms of these Product Specific Terms;
- 1.2. "Software" means any third-party application that Vox uses to deliver the Services;
- 1.3. "vCIO" means a remote cloud budget advisory service.

2. PRODUCT DESCRIPTION

- 2.1. Cloud Cost Management is designed to assist the Customer in controlling its cloud cost budget allowing the Customer to choose between any of the below products.

Product	Description
Software	Cloud cost management Software only.
Software + Advisory	Cloud cost management Software and a monthly vCIO engagement.
Cloud Cost Management	Cloud cost management, vCIO engagement, cost guarantee and managed cloud services which include but is not limited to the daily IT management of your cloud-based services.

- 2.2. The scope of each engagement will be defined on a case by case basis with the Customer

3. PENALTY FEES

- 3.1. Only apply to Cloud Cost Management monthly service fees and not to the cost of other services procured from Vox.
- 3.2. If a penalty is due to the Customer, it will be passed as a credit on the Customer's account.
- 3.3. All credit claims must be made within 30 (thirty) days from the date that the VOX reports are made available.
- 3.4. Any credits not claimed by the Customer within the said 30 days, shall be forfeited by the Customer.
- 3.5. For purposes of confirmation, the Customer agrees and understands that irrespective of anything contained to the contrary, the responsibility of claiming any credits in terms of this penalty shall remain the sole and absolute responsibility of the Customer.
- 3.6. No accumulation of penalties will take place from one month to the next.
- 3.7. The Customer can only claim penalties against services that are being billed for. Services that are activated, but are not being billed for, cannot be claimed against;
- 3.8. No penalties will be payable should the Customer be indebted to VOX for any Charges or Service Fee for a period exceeding 60 (sixty) calendar days.
- 3.9. Penalties will be calculated based on the budget exceeded on the last day of the month and for that month only and are calculated as per the table below on the Charges of the Cloud Cost Management service only.

Budget Exceeded	Penalty fee
<10%	50%
>10%	100%

4. CUSTOMER OBLIGATIONS

- 4.1. To use the service, the Customer must provide sufficient rights to Vox which includes but is not limited to "administrator on behalf of access" to the cloud platform.
- 4.2. To get the accurate performance and right-sizing information the agent needs to be installed on all servers.
- 4.3. The Customer needs to provide budget limits during the pre-scoping process.
- 4.4. Should the budget limits change the Customer must provide written notice to their Vox account manager.
- 4.5. This clause 4.5 applies only to Cloud cost Management
 - 4.5.1. All managed services Customers to follow a workflow approval process defined by Vox, should any changes need to be made to their environment which may increase or decrease cloud costs i.e.: Spinning up a Virtual Server, expanding storage.
 - 4.5.2. Any of Customer's access rights in the cloud environment which may impact costs will be revoked and assigned to Vox.
- 4.6. Customer data stored in the Cost management platform will be removed after 30 days after the termination of this agreement.

5. EXCLUSIONS

- 5.1. The penalty fee will not be payable in the following instances:
 - 5.1.1. Increases caused by currency fluctuations.
 - 5.1.2. Where a budget is exceeded as a result of Customer requests.
 - 5.1.3. Costs incurred as a result of a cyber-attack.
 - 5.1.4. Costs incurred for special projects e.g. the Exgestion/ Ingestion of data or the migration of workloads.
 - 5.1.5. Bandwidth charges.
 - 5.1.6. Price increases.
 - 5.1.7. Actual cloud consumption billing.