



Product Terms

Hosted CRM

1. INTERPRETATION

- 1.1 Unless the context clearly indicates the contrary, any term defined in the General Terms when used herein, shall bear the same meaning as defined in the General Terms.
- 1.2 To the extent that there is any contradiction between the General Terms and these Product Terms the following order of precedence shall apply: (i) these Product Terms; and (ii) the General Terms.
- 1.3 By using or subscribing to Hosted CRM Customer agrees that he/she/it has read, understand and are bound by:
 - 1.3.1 the General Terms and Use Policies under “**General Terms**” and other notices under “**Notices**” on MWEB Business’ Legal Website; and
 - 1.3.2 the Product Terms set out herein;(collectively the “**MWEB Business Terms**”).
- 1.4 Customer’s use of Hosted CRM indicates Customer’s acceptance without modification of the MWEB Business Terms, which will constitute a legal agreement between Customer and MWEB Business.
- 1.5 Unless the context clearly indicates to the contrary, the following words bear the meanings ascribed thereto-
 - 1.5.1 “**Application Form**” means the application form completed and signed by Customer for the initiation of the Hosted CRM Services, as same may be amended from time to time by the Parties in terms of the Agreement;
 - 1.5.2 “**CRM Application**” means the Microsoft customer relationship management application provided by Microsoft to MWEB Business in terms of the SPLA licence and hosted by MWEB Business within the CRM Server;
 - 1.5.3 “**Customer CRM Application**” means Customer’s CRM application hosted within the CRM Server;
 - 1.5.4 “**HMC Environment**” means the Hosted Messaging and Collaboration environment, which is the environment within which multiple servers forming part of the MWEB Business’ exchange environment, including the CRM Application, are hosted;
 - 1.5.5 “**Call Centre**” means the MWEB Business call centre available at 0860 000 158;
 - 1.5.6 “**General Terms**” means the terms and conditions set out in the general terms and conditions for MWEB Business’ customers, which is available at <http://www.mwebbusiness.co.za/legal/GeneralTerms.aspx> under the heading “**General Terms**”;

- 1.5.7 “**Hosted CRM**” means a browser-based CRM Application which is made available to Customer by MWEB Business via its HMC Environment, in accordance with Customer’s selection, as indicated on the Application Form under such heading or description;
- 1.5.8 “**CRM Server(s)**” means the MWEB Business’ customer relationship management system(s) hosted in the HMC Environment, that automatically tracks Customer’s business activities and revenue, allowing Customer to automate and perform common business tasks efficiently;
- 1.5.9 “**Hosted CRM Space**” means the SQL database space allocated to Customer by MWEB Business for the hosting of the Customer CRM Application and maintained by MWEB Business within the HMC Environment;
- 1.5.10 “**Outlook Connector**” means a tool that enables the access to and management of data via Microsoft Outlook;
- 1.5.11 “**Outlook Licence**” means the Microsoft Outlook licence which allows Customer including his/her/its Users to access and use email and collaboration software to enable communication to and from Customer and/or any of his/her/its Users; and
- 1.5.12 “**User**” means Customer’s employees, contractors, agents and/or customers authorized by Customer to access and use Hosted CRM.

2. DURATION

- 2.1 Hosted CRM shall commence with effect from the date of activation of Hosted CRM by MWEB Business and endure for a minimum duration of 12 (twelve) month unless specified otherwise in the Application Form (hereinafter referred to as the “**Initial Period**”). Notwithstanding the aforesaid, the provisions of this clause are subject to Customer's termination rights detailed in clauses 7.5, 7.6 and 7.11 of the General Terms where clauses 7.5, 7.6 and 7.11 of the General Terms are applicable to Customer.
- 2.2 Either Party may terminate Hosted CRM at the end of the Initial Period in accordance with the General Terms. Any notice of termination given by Customer during the Initial Period shall only become effective upon the expiry of the Initial Period.
- 2.3 If neither Party has given notice as contemplated in clause 2.2 above, Hosted CRM shall endure indefinitely thereafter on the same terms and conditions, provided that either Party shall be entitled to terminate Hosted CRM in accordance with the General Terms.
- 2.4 Customer acknowledges that MWEB Business is (without payment of any penalty and/or damages or liability of whatsoever nature), entitled to terminate Hosted CRM including the Agreement at anytime on written notice to Customer should MWEB Business’s relationship with Microsoft terminate during the Initial Period and/or renewal thereof.
- 2.5 In the event of a termination, Customer's use of Hosted CRM shall be deemed terminated. However, in the event that Customer logs on to Hosted CRM following a termination, the terms and conditions of the Agreement will apply to Customer and Customer shall be liable to pay the full usage costs to MWEB Business, however this shall in no way constitute a revival of the Agreement between the Parties and MWEB Business shall furthermore be entitled to terminate Hosted CRM without notice to Customer.

2.6 To the extent that Hosted CRM provided to Customer is suspended by MWEB Business in terms of the provisions of clauses 9 and 12 of the General Terms or for any other reason whatsoever, Customer acknowledges that it will forfeit its access to and/or use of Hosted CRM, but Customer shall still be liable to pay the Service Fees during such suspension.

3. SERVICE FEES

3.1 Customer shall pay MWEB Business the Services Fees specified in the Application Form in accordance with the provisions set out in the General Terms.

3.2 MWEB Business shall bill the Service Fees to the account Customer has with MWEB Business for Hosted CRM Services.

4. UNDERTAKINGS AND ACKNOWLEDGEMENTS

4.1 MWEB Business undertakes to use its reasonable endeavours to provide Customer with Hosted CRM on a 24 (twenty four) hour per day basis on each and every day for the continued duration of Hosted CRM Services.

4.2 Although MWEB Business uses reasonable care and diligence to ensure that Hosted CRM is available, accurate, complete, correct, error-free, secure, up-to-date and/or reliable MWEB Business does not warrant, represent or in any way guarantee, either expressly or by implication that Hosted CRM is available, accurate, complete, correct, error-free, secure, up-to-date and/or reliable. MWEB Business furthermore does not warrant, represent or in any way guarantee, either expressly or by implication the merchantability or fitness for a particular purpose. Customer therefore agrees that Hosted CRM is rendered "as is" and "as available" and is used at the Customer's own discretion and risk.

4.3 Customer acknowledges that the following circumstances and events may impact upon its use of Hosted CRM and further that these circumstances and/or events are beyond MWEB Business' control: (i) use of Hosted CRM by other customers; (ii) limitations upon national and/or international bandwidth capacity; (iii) telecommunication service operator failures, which includes telecommunication links and line failures; (iv) operating systems; (v) access technology failures; (vi) quality of service of telecommunication links or lines; (vi) any action, omission and/or failure by Customer and/or his/her/its systems, software, network and/or equipment which has an impact on Hosted CRM; and (vii) any other action, omission and/or failure not within MWEB Business' control which has an impact on Hosted CRM.

5. TERMS AND CONDITIONS SPECIFIC TO HOSTED CRM

5.1 MWEB Business shall provide Customer with Hosted CRM as fully described in the Application Form.

5.2 MWEB Business will with effect from the activation date allocate the Hosted CRM Space in the CRM Server in order to host the Customer CRM Application.

5.3 Customer acknowledge and agrees that the following is required in order to access and use of Hosted CRM:

5.3.1 Internet connectivity;

5.3.2 Internet Explorer 7 or higher;

5.3.3 a domain.

- 5.4 Customer is responsible for ensuring the uptime of his/her/its Internet connectivity in the event that such Internet connectivity is not provided by MWEB Business, and to address all down time including without limitation the unavailability of Internet connectivity with his/her/its Internet services provider.
- 5.5 Hosted CRM was designed and is recommended to work on Internet Explorer 7 or higher, Customers may therefore not be able to utilize Hosted CRM to its full potential on other web browsers.
- 5.6 It is recommended that Customer's domain be hosted with MWEB Business to ensure efficient support.
- 5.7 CRM Server will be hosted in the HMC Environment situated at MWEB Business' data centre situated at Technology House, Greenacres Office Park, Cnr Rustenburg & Victory Roads, Victory Park, 2195 and/or any other place that will be notified to Customer in writing;
- 5.8 MWEB Business hereby grants Customer a non-exclusive, non-transferable, worldwide right to access and use Hosted CRM, solely for internal business purposes and subject to the Product Terms set out herein and the Microsoft terms and conditions available at <http://www.microsoft.com/downloads/details.aspx?FamilyId=60C4A6CC-59D7-416E-9F44-0AE8FF249768&displaylang=en>;
- 5.9 Customer agrees that it shall not for the term of these Product Terms: (i) license, sub-license, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Hosted CRM in any manner whatsoever; and/or (ii) modify, make derivative works based upon the Hosted CRM.
- 5.10 Customer acknowledges that User Licenses cannot be shared or used by more than one individual User.
- 5.11 User Licences may be re-assigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changes job status or function and no longer access and/or use Hosted CRM.
- 5.12 Hosted CRM shall not be used to: (i) send spam or otherwise duplicative or unsolicited message in violation of applicable laws; (ii) send or store material containing software viruses, worms, Trojan Hoses or any other harmful computer codes, files, scripts, agents or programs; (ii) interfere with or disrupt the integrity or performance of the Hosted CRM or the data contained therein; (v) or attempt to gain unauthorized access to Hosted CRM, HMC Environment including any system or networks forming part of the HMC Environment.
- 5.13 Customer acknowledges further that he/she/it is responsible for all activities occurring under Customer's User accounts and shall ensure that his/her/its Users shall always abide by all applicable laws and regulation relating to the access and/or use of the Hosted CRM.
- 5.14 Customer shall notify MWEB Business immediately of any unauthorized access and/or use of Hosted CRM or any other known or suspected breach of security.
- 5.15 MWEB Business does not own the data stored in and/or contained in the Customer CRM Application which Customer stores in the Customer CRM Application in the course of using the Hosted CRM (hereinafter referred to as "**Customer Data**"). Customer shall therefore remain responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, intellectual property ownership or right to use of all Customer Data and MWEB Business shall not be held responsible or liable either directly or indirectly for any deletion, correction, destruction, damage loss or failure to store or back-up any Customer Data. Customer

is solely responsible for the all documentation and material, including without limitation, photos, profiles messages, notes, text, information, music, video, advertisements, listings, and other content that Customer posts (which includes uploading, publishing and displaying) or transmits on or through Hosted CRM. Customer may not post, transmit, or share anything on Hosted CRM that Customer did not create or that Customer does not have permission to post.

5.16 Customer understands and agrees that MWEB Business may, but are not obligated to, review Hosted CRM and may delete or remove (without notice) contents that, in MWEB Business' sole discretion, violates the Use Policies and the Product Terms set out herein and might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users or others.

5.17 Customer is solely responsible at his/her/its sole cost and expense for creating backup copies and replacing any content posted or stored on Hosted CRM.

5.18 Customer acknowledges and agrees that in the event that this Agreement is terminated by either Party, MWEB Business shall make available a file of the Customer Data to Customer within 30 (thirty) days from date of termination, if requested by Customer at the time of termination. MWEB Business reserves the right to withhold, remove, and/or discard any Customer Data without notice for any breach including without limitation, Customer's nonpayment. Upon termination for any cause, Customer's right to access or use Customer Data shall immediately cease and MWEB Business shall have no obligation to maintain and/or forward Customer Data to Customer.

5.19 Customer acknowledges that:

5.19.1 he/she/it does not have an option to select the size of the Hosted CRM Space required by Customer in the CRM Server;

5.19.2 the Hosted CRM Space is automatically allocated to Customer by MWEB Business;

5.19.3 MWEB Business shall allocate a maximum of 2GB of Hosted CRM Space only for Customer;

5.19.4 MWEB Business is responsible for allocating, managing and maintaining the Hosted CRM Space for the Customer CRM Application;

5.19.5 should Customer and/or any User reach the allocated Hosted CRM Space, MWEB Business shall in its own discretion:

5.19.5.1 allocate further Hosted CRM Space for Customer and/or User; or

5.19.5.2 allocate additional Hosted CRM Space at cost to Customer;

5.19.6 he/she/it is allowed to upgrade to another Hosted CRM package at anytime via MWEB Business' customer services department;

5.19.7 he/she/it shall only be allowed to: (i) downgrade to any of the Hosted CRM packages; (ii) cancel any of the Hosted CRM packaged; (iii) reduce the number of Users via MWEB Business' customer services department and such downgrade and/or cancellation shall be subject to the penalty and/or cancellation fees set out in the General Terms;

5.19.8 he/she/it shall only be allowed to reduce his/her/its total number of Users by 20% (twenty percent) (from the original amount of Users specified in the Application form), via MWEB Business' customer services department. If Customer reduces his/her/its total number of Users by more than 20%

(twenty percent), such reduction shall be subject to the penalty and/or cancellation fees set out in the General Terms;

5.19.9 it is his/her/its responsibility to notify MWEB Business in writing should any of its Users leave failing which Customer shall remain liable for any costs chargeable by MWEB Business for such User.

5.20 Customer acknowledges that Hosted CRM is in a shared environment on the MWEB Business' HMC Environment.

5.21 Hosted CRM is only intended to be used to access the Customer CRM Application. Customer therefore agrees not to use Hosted CRM:

5.21.1 for the purposes of displaying unsolicited communications;

5.21.2 in any unlawful manner or in any other manner that could damage, disable, overburden or impair Hosted CRM and/or CRM Server;

5.21.3 to upload, post, transmit, share, store or otherwise make available:

5.21.3.1 any content that MWEB Business deem to be harmful, threatening, unlawful, defamatory, discriminatory, offensive, infringing, abusive, harassing, vulgar, obscene, which contains child or violent pornography, religious or racial slurs or threatens or encourages bodily harm or which may violate any privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;

5.21.3.2 any private information of any third party without his consent, including, addresses, phone numbers, email addresses, identity number and credit card numbers;

5.21.3.3 any unsolicited or unauthorized materials;

5.21.3.4 any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

5.21.3.5 content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law.

5.22 MWEB Business undertakes to use reasonable endeavours to ensure that Hosted CRM Space is secure to prevent unauthorized access.

5.23 Customer agrees that any software, application, custom development and/or component required and loaded by Customer or loaded on behalf of Customer for the Customer CRM Application will be his/her/its own responsibility and is loaded at his/ her/ its sole risk and responsibility. Customer shall indemnify MWEB Business from any losses, damages, costs, claims, penalties, fines of whatever nature resulting from Customer's installation and/or use of any software, application and/or component on the Customer CRM Application hosted in the CRM Server.

5.24 Notwithstanding the provisions of clause 5.23 above, Customer acknowledges that MWEB Business will be entitled, but without having any obligation to do so: (i) in its own discretion determine which software, applications and/or components may be loaded by Customer on the Customer CRM Application; and (ii) have the right to: (a) disallow the installation of any software, application and/or component required by

Customer; (b) suspend the Customer CRM Application and/or access to Hosted CRM without notice to Customer should Customer install any software, application and/or component which may affect the: (a) security, operation of MWEB Business' server, HMC Environment, CRM Server and network infrastructure; and/or (b) use and/or access to Hosted CRM by MWEB Business' other customer's. Customer shall indemnify MWEB Business from any losses, damages, costs, claims, penalties, fines of whatever nature resulting from Customer's installation and/or use of any software, application and/or component on its website.

5.25 The licensing of all installed software, application and/or component contemplated in clauses 5.23 and 5.24 shall be the sole responsibility of Customer. Without limiting the generality of the General Terms or any of the rights of the relevant software and/or application vendors against Customer, any failure to license such software and/or applications correctly may result in the termination and/or suspension of the Agreement and/or any services including Hosted CRM and Customer furthermore indemnifies MWEB Business from any losses, damages, costs, claims, penalties, fines of whatever nature resulting from Customer's failure to license the software and/or applications correctly and/or at all. MWEB Business retains the right to carry out routine checks to validate such software license agreements.

5.26 Customer will be solely responsible for all the support, maintenance and/or upgrades of any software, application, and/or component, installed in terms of clause 5.23, which will include any code settings, configurations, modifications, patches, updates and security updates/patches of whatever nature.

5.27 Customer acknowledges that Hosted CRM does not include the development, maintenance or uploading of the Customer CRM Application in any manner whatsoever.

5.28 Customer shall when accessing and/or using Hosted CRM: (i) comply with any applicable laws and regulations; and (ii) remain solely responsible for: (a) securing all necessary licenses, consents, and/or permissions for the publication and/or use of the data and/or content or any part thereof, including without limitation all trademarks, logos, names and branding contained therein; (b) ensuring that its use, publication and display of the data and/or content will not infringe any copyright, trademark, patent, trade secret or other proprietary or intellectual property right of any third party or constitute a defamation, invasion of privacy or violation of any right of publicity or any other right of any third party; (c) the quality and performance of any aspect of Hosted CRM, data and/or content thereof; (d) ensuring that Customer Data, data and/or content thereof remains current, correct and up-to-date; (e) the modification and/or enhancement to Customer CRM Application, Customer Data and/or content thereof; (f) dealing with Users who access Hosted CRM and/or Customer CRM Application, Customer Data and/or content and shall not refer any complaints or enquiries relating to thereto to MWEB Business; and/or (g) ensuring that Hosted CRM, data and/or content is and will at all times remain free from computer viruses, worms, Trojan horses and other malicious code.

5.29 MWEB Business shall not be responsible for the Customer CRM Application, Customer Data and/or content displayed, contained and/or published on the Customer CRM Application. Customer furthermore agrees that MWEB Business has no interest in the contents and/or Customer Data contained in the Customer CRM Application stored in the Customer CRM Application and agrees that nothing that MWEB Business does in the performance of its obligations in terms of Hosted CRM shall be construed as an assumption of responsibility or liability by MWEB Business for any content and/or data displayed or published on the Customer CRM Application whether or not MWEB Business had knowledge of such data

and/or content or not. Without limiting the generality of the General Terms and Use Policies, Customer hereby indemnifies MWEB Business and holds it harmless against any liability and/or any claim of whatever nature made by any person for any loss or damage suffered or arising directly or indirectly from the display and/or publication of any content and/or data on the Customer CRM Application.

5.30 Customer acknowledge and agree that it may have access to MWEB's Hosted Exchange and Mailbox services in the HMC Environment and to that extent, Customer agrees to be bound by MWEB Business' Hosted Exchange and Mailbox terms and conditions.

6. WEB ACCESS PLUS OUTLOOK CONNECTOR (IF SELECTED)

6.1 MWEB Business will provide Customer with access to Web Access Plus Outlook Connector with effect from the Activation Date.

6.2 Customer acknowledges and agrees that:

6.2.1 in order to have access to the Web Access Plus Outlook Connector:

6.2.1.1 an outlook licence is required;

6.2.1.2 a Connector is required;

6.2.2 access to and/or use of the Connector is subject to the Microsoft terms and conditions.

6.3 MWEB Business will provide Customer with a *URL* hosting the Connector in order to enable Customer to download and install such Connector into its machine.

6.4 Customer warrants that:

6.4.1 he/she/it has an existing outlook licence directly with Microsoft;

6.4.2 he/she/it shall access and/or use Web Access Plus Outlook Connector in accordance with the Microsoft terms and conditions;

6.4.3 he/she/it shall ensure that any of its Users shall access and/or use Web Access Plus Outlook Connect in accordance with the Microsoft terms and conditions;

6.4.4 he/she/it including the Users, shall not allow any third party who is not a registered User to access and/or use Web Access Plus Outlook;

6.4.5 he/she/it including the Users shall not transfer, lease, sublease, sell his/her/its rights to access and/or Use Web Access Plus Outlook Connector to any third party who is not a registered user

6.5 Customer acknowledges and agree that in the event of termination of either of the following: (i) Hosted CRM Services and/or Agreement; (ii) outlook licence; and/or (iii) MWEB Business' agreement with Microsoft for CRM services, Customer's right to access Hosted CRM Services shall automatically terminate without prejudice to any of MWEB Business' rights in terms of these Product Terms and/or the Agreement which includes without limitation payment of any Services Fees and/or amount that is outstanding.

7. WEB ACCESS PLUS OUTLOOK LICENCE (IF SELECTED)

7.1 MWEB Business will provide Customer with access to Web Access Plus Outlook Licence with effect from the Activation Date.

7.2 Customer acknowledges and agrees that:

7.2.1 in order to have access to the Web Access Plus Outlook Licence, an outlook licence is required;

7.2.2 outlook licence is rented by MWEB Business to Customer subject to the Product Terms set out herein and the Microsoft terms and conditions available at <http://www.microsoft.com/downloads/details.aspx?FamilyId=60C4A6CC-59D7-416E-9F44-0AE8FF249768&displaylang=en>

7.2.3 MWEB Business hereby rents Outlook Licence to Customer who accepts such rental subject to the Product Terms set out herein and the Microsoft licence terms applicable to Outlook Licence which are available at <http://www.microsoft.com/downloads/details.aspx?FamilyId=60C4A6CC-59D7-416E-9F44-0AE8FF249768&displaylang=en>

7.3 Customer acknowledges that Outlook Licence can only be used for internal business purposes and Customer shall therefore not licence, sub-license, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Outlook Licence in any manner whatsoever.

7.4 Customer warrants that:

7.4.1 he/she/it shall access and/or use Web Access Plus Outlook Licence in accordance with the Microsoft terms and conditions;

7.4.2 he/she/it shall ensure that any of its Users shall access and/or use Web Access Plus Outlook Licence in accordance with the Microsoft terms and conditions;

7.4.3 he/she/it including the Users, shall not allow any third party who is not a registered User to access and/or use Web Access Plus Outlook Licence;

7.4.4 he/she/it including the Users shall not transfer, lease, sub-lease, sell his/her/its rights to access and/or Use Web Access Plus Outlook Licence to any third party who is not a registered user.

7.5 Customer acknowledges and agree that in the event of termination of either of the following: (i) Hosted CRM Services and/or Agreement; (ii) outlook licence; and/or (iii) MWEB Business' agreement with Microsoft for CRM services, Customer's right to access Hosted CRM Services shall automatically terminate without prejudice to any of MWEB Business' rights in terms of these Product Terms and/or the Agreement which includes without limitation payment of any Services Fees and/or amount that is outstanding.

8. CUSTOMIZATION OF THE CUSTOMER CRM APPLICATION (IF SELECTED)

8.1 Customer may customize the Customer CRM Application, subject to limitations that may be imposed by Microsoft on MWEB Business from time to time. In the event that Customer requires customization of his/her/its Customer CRM Application, Customer acknowledges and agrees that MWEB Business reserves the right to:

8.1.1 use its third party developers to customize the Customer CRM Application for Customer;

8.1.2 in its own discretion determine which customizations may be loaded and/or added by Customer on the Customer CRM Application; and

8.1.3 disallow the installation of any customizations required by Customer;

8.1.4 suspend Customer's Hosted CRM and/or access to the Hosted CRM without notice to Customer should Customer install any customizations which may affect the: (a) security or operation of the CRM Server, HMC Environment and MWEB Business network infrastructure and (b) use and/or access to Hosted CRM by MWEB Business' other customer's.

8.2 Customer acknowledges and agrees that:

8.2.1 subscription to Hosted CRM is required in order to enable the customization of the Customer CRM Application.

8.2.2 MWEB Business requires a "live" environment for customization purposes and therefore Customer will remain liable for the payment of the Services Fee whilst MWEB Business is customizing CRM Application for Customer;

8.2.3 MWEB Business shall charge Customer the Service Fees required for customization purposes in accordance with the project milestones and any delay in the payment of these Services Fees shall affect the completion and delivery of the customized product;

8.2.4 MWEB Business and/or its third party developers shall use their reasonable commercial endeavours to meet the project delivery dates

8.2.5 any delays to the delivery of the customization of the CRM Application caused by Customer will not impact on and/or be used as a reason to terminate the Hosted CRM and/or Agreement;

8.2.6 any delays to the customization of the CRM Application shall not be used against MWEB Business as a breach of the provision of the Hosted CRM Services provided such delays were not cause by MWEB Business' gross negligence and/or willful misconduct;

8.2.7 termination of the customization project for any reason whatsoever will not terminate the Hosted CRM Services.

8.2.8 he/she/it will be responsible for the licensing of any application and/or software customized for Customer for Hosted CRM purposes;

8.2.9 MWEB Business does not control the development of any customization required by Customer;

8.2.10 MWEB Business does not provide any support services for any customized CRM Application;

8.2.11 any support required by Customer for the customized CRM Application shall be:

8.2.11.1 purchased directly by Customer from the MWEB Business' third party developer;

8.2.11.2 provided directly by MWEB Business' third party developer subject to the terms and conditions of such third party developer;

8.2.12 any support for the customized CRM Application shall be provided by MWEB Business's third party developers provided that such customization was done by such third party developers.

9. MAILBOXES (IF SELECTED)

9.1 Customer acknowledges and agrees that should he/she/it require any Mailbox Services, Customer will be required to subscribe for Hosted Exchange Services.