

PRODUCT ANNEXURE - CLOUD MANAGED SERVICES

1. INTRODUCTION

This Product Annexure sets out the legal framework for the provision and use of Cloud Managed Services provided by the Supplier. This Product Annexure is subject to and must be read in conjunction with the Supplier terms and conditions located at <https://saicom.io/>. The nomenclature used in the Agreement shall apply to this Product Annexure.

2. DEFINITIONS

2.1. **OS** - Operating System

2.2. **VM** - Virtual Machine

2.3. **DBA** - Database Administrator

3. THE SUPPLIER'S OBLIGATIONS AND SERVICE RESPONSIBILITIES

3.1. The Supplier will be responsible for the following:

3.1.1. proactive monitoring of the OS, VM and Network level;

3.1.2. monthly OS patching;

3.1.3. 1st, 2nd and 3rd line support of the OS, VM and network level;

3.1.4. setup of alerts and response to these alerts based on the agreed SLA;

3.1.5. monthly reporting on the monitoring and patching;

3.2. In the event that a customer also subscribes to the DBA managed services, a bespoke solution can be created for the Customer based on its requirements.

3.3. Providing the tools in order to perform monthly patching

3.4. Providing the tools in order to perform proactive monitoring

4. THE CUSTOMER'S RESPONSIBILITIES

4.1. Apart from the OS and OS built in roles/features Customers will be solely responsible for all the support, maintenance and/or upgrades of any software, application, and/or component, which will include any code settings, configurations, modifications, patches, updates and security updates/patches of whatever nature. The Supplier shall provide Customer with technical support relating RDP or SSH, but in both instances in the form of connectivity checks only.

4.2. Nothing contained in these Product Specific Terms and Conditions will be seen as a representation that any back-ups of data The Supplier has implemented will be successful or in any way will assist with disaster recovery.

- 4.3. Allowing the Supplier to install monitoring, utility or diagnostic programmes to assist the Supplier in providing the services only. These tools will not expose any of The Customer's Content in any way.
- 4.4. The Customer is responsible for ensuring that the local firewall on The Customer's hosted servers is configured correctly to protect The Customer's applications and data.
- 4.5. The Customer agrees to only make use of properly licensed third party software in connection with its use of the Services and agree to indemnify and hold the Supplier and any of its members, representatives, officers or employees harmless against all losses, damages, liability, costs and expenses, including reasonable attorney fees, suffered or incurred by them as a result of any third party claims relating to its involvement in any copyright infringement or alleged copyright infringement.

5. EXCLUDED SERVICES

- 5.1. any services not specifically listed as forming part of the Managed Services.
- 5.2. software application development.
- 5.3. undertaking of distinct projects, which will be scoped and priced separately.
- 5.4. hardware maintenance services.
- 5.5. the cost of Spares.
- 5.6. resolution of Service Requests caused by the Customer's failure to provide a suitable environment for the supported Equipment as prescribed by the Supplier from time to time.
- 5.7. resolution of Service Requests caused by the Customer using the Equipment for purposes other than those for which they were designed.
- 5.8. Managed Services that have been suspended or discontinued.
- 5.9. mains electrical power supply and communication cable work external to the Equipment unless specifically included in the Service Definition.
- 5.10. recovery of data where the backup and restoration of such data is not part of the Managed Services. The Supplier will take the necessary precautions to prevent data loss but will not be liable for the recovery of or attempt to recover such data. The cost of any such data recovery will be borne by the Customer.
- 5.11. services required as a result of the lack of virus protection where the cause of such is not directly attributed to a failure by the Supplier to provide the Managed Services.
- 5.12. services required as a result of:
 - 5.12.1. damage to the Equipment due to power fluctuations and/or lightning strikes;
 - 5.12.2. malicious damage, misuse or negligence by the Customer or its staff, irrespective of the location of the Equipment;
 - 5.12.3. the unauthorised modification or servicing of the Equipment by any third party;

- 5.12.4. damage caused by the unauthorised connection of incompatible or non-approved Supplier;
- 5.12.5. Service disruptions arising from factors beyond the reasonable scope of the Managed Services.
- 5.12.6. an event or circumstance of Force Majeure as set out in the MSA.

6. CANCELLATION

- 6.1.1. The Provisions of clause 15 of the Agreement shall apply to any cancellation of the Services under this Product Annexure.
- 6.1.2. For convenience, the Managed services used by the Customer may be cancelled for any or no reason by either party with a preceding calendar months' notice.
- 6.1.3. After the calendar month period any and all managed services responsibilities will cease from the Supplier.
- 6.1.4. Any tools used to perform the managed services will be safely removed from the Customers workloads by the Supplier.

END OF ANNEXURE