PRODUCT ANNEXURE - PHYSICAL HOSTING

1. INTRODUCTION

This Product Annexure sets out the legal framework for the provision and use of Physical Hosting 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. **Location** - The data centre used for colocation of your server and related infrastructure.

3. PHYSICAL HOSTING SERVICES

3.1. The colocation product provides the Customer with a rack, power connection and data connection. The Customer must supply its own server(s) and peripherals.

3.2. The Customer remains solely responsible for all equipment that is installed in a rack.

3.3. The Supplier will be responsible for the Location the rack is stored in and for the network connection only.

3.4. The Supplier will provide a resilient infrastructure at the Location and shall take reasonable precautions to protect the Customer's server(s) and equipment.

3.5. Network uptime includes functioning of all network infrastructure including routers, switches and cabling, but excludes services or software running on the Customer's server.

3.6. Network downtime exists when the Customer is unable to ping the server and is measured according to the Supplier monitoring system.

4. SEGREGATION OF DUTIES

4.1. The Supplier will in no way be responsible for the content it hosts on behalf of the Customer.

4.2. The Supplier will not be responsible for the use of software installed by the Customer and for any vulnerabilities including traffic generated that may result from the use of the software.

4.3. If a server becomes the target or source of any form of Denial-of-Service Attack, the Supplier may disconnect the Server from the network.

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

5. INDEMNITY

1st Floor, East Wing, The Oval Building, Wanderers Office Park, 52 Corlett Drive, Illovo

Saicom Voice Services (Pty) Ltd | **Reg:** 2000/000684/07 | **Directors:** L Atie, K Woolf, GEG De Chasteauneuf, JH Sackstein, R Cornforth

5.1. The Customer agrees to only make use of properly licensed third party software in connection with its use of the Physical Hosting Services provided by the Supplier, and agrees 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 resulting from a failure to utilise properly licensed software as aforesaid.

5.2. All end user data hosted as a result of the Services under this Product Annexure is the responsibility of the Customer and the Customer will be liable for any loss or damage suffered as a result of any contravention of data protection legislation.

5.3. The Supplier will use reasonable steps to verify the identity of any representatives of the Customer wishing to gain access to Servers at the Location. However, the Supplier will not be liable for any loss or damage suffered emanating from the access granted to such representatives or as a result of a non-authorised representative gaining access to Servers at the Location.

5.4. The Customer must notify the Supplier in writing of which representatives are entitled to access Server at the Location.

END OF ANNEXURE

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