

Cloud hosting services

1.1. ACUMATE shall make a server available to the Customer for its exclusive use as a service. ACUMATE will setup and manage the server on your behalf.

1.2. All Server log files remain ACUMATE's property, but we will make a copy available to the Customer on request.

1.3. ACUMATE shall manage the server, including the hardware, Operating System, and upgrades as agreed between parties in their Service Level Agreement

1.4. If the server becomes the target or source of any form of denial-of-service attack and ACUMATE believes that there is no other possible solution at that point in time, we may disconnect the Server, and its assigned IP address, from the network.

1.5. ACUMATE shall not be responsible for the Client software installed on the server or any vulnerabilities that the software or Operating System may contain.

1.6. ACUMATE, expressly disclaims any direct, indirect, incidental, special, punitive, consequential losses, or damages, of whatever nature including which arise or may arise from (a) the Service or the hosting of any content, application and/or data of whatever nature (b) maintenance and/or upgrades (c) installation and/or use of any customer software or other software on the Customer's website and/or database.

1.7. The Customer indemnifies ACUMATE against all loss, damages, claims and liabilities of whatsoever nature as a result of any claim instituted by a third party.

1.8. ACUMATE endeavours to replace or repair Hosted failed hardware as soon as possible depending on availability of resources.

1.9. ACUMATE takes reasonable measures to provide Backup Services but does not warrant that recovery will be successful or that it will be completed within any time limit

Maintenance

2.1. Server Management consists of the following services:

- 2.1.1. Daily Backups with 7 days retention policy (Acronis)
- 2.1.2. 24/7 Monitoring of server (this does not include any application Monitoring)
- 2.1.3. Managed Windows Operation System (OS) Updates
- 2.1.4. Firewall management
- 2.1.5. Endpoint Security

2.2. ACUMATE will define scheduled maintenance windows in order to perform the above tasks. We will not manage or be responsible for any third-party application installed on the server. ACUMATE cannot be held responsible if there is any incompatibility between our Systems and any other third-party application. We will manage the Server, including the hardware, software, and upgrades at our sole discretion.

Liability

3.1 ACUMATE shall not be liable for:

- 3.1.1. Non-performance or services interruption under this Agreement to the extent to which the non-performance or services interruption is caused by any Supplier or Third party which is beyond the control of ACUMATE and that affects any Service(s).
- 3.1.2. The non-performance, inability to perform or delay in performance by the upstream provider relating to the provisioning of equipment, services and/or facilities to ACUMATE that affects the Service(s).
- 3.1.3. Acts or omissions of any government, government agency, provincial or local authority (including disruption or suspension of the provision of municipal services) or similar authority, any laws or regulations having the force of law, civil strife, riots, insurrection, sabotage, acts or war or public enemy, illegal strikes, interruption of transport, lockouts, flood, storm, or fire.



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3.1.4. All telecommunications infrastructure and communication line faults.

3.1.5. Failure or unreasonable delay by the Customer to report faults/problems to ACUMATE, and/or

3.1.6. The failure of any hardware, software programme, applications(s) or any other computer systems (or any component thereof) or product or service of any third party on whom ACUMATE relies on (whether directly or indirectly) to provide the Service(s).

3.2. If ACUMATE is nonetheless held liable, the quantum of ACUMATE's liability will not exceed ONE rand (R1.00), regardless of whether the claim arises out of negligence on the part of ACUMATE or any other cause