MANAGED VIRTUAL SERVER SERVICES SCHEDULE

1. DEFINITIONS

1.1. For the purposes of this Services Schedule, the following definitions shall operate in addition to and supplementary to those contained in the MSA, and ought to be read as if specifically incorporated therein:

1.1.1. "**MSA**" means the Master Services Agreement which is entered into by and between the Parties simultaneously herewith;

1.1.2. "**Proposal**" means the proposal to which this Services Schedule is annexed or to which the Proposal otherwise makes reference to, and which sets out, among other things, the exact nature of the Services required to be rendered, coupled with the cost in respect thereof;

1.1.3. "**Services**" means the managed infrastructure, being a cloud hosted virtual machine sitting in the environment of the Service Provider, the specific products and components of which are recorded in the Proposal;

1.1.4. "**Services Schedule**" means this document, which may be one of a series of Service Schedules, which is annexed to the Proposal; and

1.1.5. "**Virtual Server**" means a virtual server machine running on physical server equipment located in the Service Provider's data centres.

1.2. In addition to the aforegoing, terms which are capitalised herein, but which have not been defined in clause 1.1 above, shall bear the same meaning as in the MSA.

1.3. Capitalised terms defined herein, but which also appear in the MSA, shall bear the meaning as defined herein.

2. INTRODUCTION

2.1. This Services Schedule is to be read with, and is subject to, the provisions of the MSA, and the Proposal to which this Services Schedule is annexed. The Services Schedule is designed to define the Services to be rendered to the Client by Service Provider.

2.2. This Services Schedule is the basis on which the Service Provider will perform the Services to the Client.

2.3. This Services Schedule may be coupled with any number of other Service Schedules as required for all Services to be rendered to the Client.

3. NATURE OF THE SERVICE

3.1. A Virtual Server is a virtual machine running on the Service Provider's physical server equipment located in its data centres.

3.2. The hardware comprising the Virtual Server is owned and managed by the Service Provider, and which the Client obtains licensed access to. This access comprises the Services in terms of this Services Schedule.

4. VIRTUAL SERVERS

4.1. In terms of the Services, the Client is provided with access to a Virtual Server configured to their specifications.

4.2. The specifications are either provided by the Client or are determined during consultation with the Client, but which shall be recorded in the Proposal.

5.   REDUNDANCY OF HARDWARE

5.1.   Should the physical server on which the Virtual Server is running on fail, the Virtual Server will automatically be moved to another physical server.

6.   REDUNDANCY OF SOFTWARE

6.1.   The software comprising the Virtual Server is not backed up. As such, no redundancy of the Virtual Machine is provided. Should the operating system or application within the Virtual Server fail, the Client will need to resolve this.

6.2.   The aforegoing services are available as separate paid for service offerings from the Service Provider.

7.   SOFTWARE

7.1.   The Virtual Server, depending on the Client's requirements, will be provided as a running Windows or Linux Virtual Server.

7.2.   Should Windows be installed, the Virtual Server will include the appropriate Windows license.

8.   EXCLUSIONS

8.1.   The Virtual Server does not include any service or maintenance of the operating system or application. The Windows Virtual Server does however include patching of any hypervisor components.

8.2.   The Virtual Server does not include any anti-virus software.

9. LIMITATION OF LIABILITY AND INDEMNITY

9.1. Without limiting, in any way, the provisions pertaining to the limitation of the Service Provider's liability in respect of the Services, the Client specifically agrees that the Service Provider shall not be held liable for any losses however arising and whatever the cause, which results in any downtime of the Virtual Server.

9.2. The Client hereby unconditionally and irrevocably indemnifies the Service Provider together with its employees, directors or any of its agents, distributors, independent contractors or dealers, against any claims of whatsoever nature which may be brought against the Service Provider its employees, directors, agents, distributors or independent contractors by any person of whatsoever nature arising out of connected with the provision of, or the failure to provide, the Services as reflected in this Service Schedule, including any claims resulting from any wilful or any negligent acts or omissions on the part of the Service Provider its employees, directors, agents, distributors, independent contractors or dealers.