



# GlobalHost Pty (Ltd).

Cloud & Co-Location Server Hosting | Cloud Backup

Registration: 2016/188731/07  
VAT: 4550296158  
Tel No.: 087 094 9070  
Address: 8 Menston Road  
Westville  
3629

## Terms & Conditions:

1. GlobalHost hosted servers are provided with Windows OS preinstalled defaults only.
2. Licensing of any software installed on hosted servers remains the sole responsibility of the client – GlobalHost will not be held liable for any contravention of Software Licensing Laws.
3. Only network settings will be configured to allow access via Remote Desktop Protocol; GlobalHost to provide access details.
4. Any configuration changes that require GlobalHost intervention will be deemed billable
5. GlobalHost will ensure Cloud Services availability with uptime of up to 99.9% under normal circumstances; please refer to the indemnity clause below for exclusions.
6. GlobalHost may not be liable to credit any form of reimbursement for Service impact to the datacentre.
7. The client should provide all necessary information and assistance related to service performance that allows GlobalHost to meet performance standards.
8. While GlobalHost offers unlimited data, we reserve the right to impose fair usage policies from time to time to ensure the provision of quality of service to all our clients.
9. The Client shall inform GlobalHost regarding changing business requirements that may necessitate a review, modification, or amendment of the SLA.
10. GlobalHost will inform the client regarding scheduled and unscheduled service outages due to maintenance, troubleshooting, disruptions or as otherwise necessary
11. GlobalHost SLAs are month to month
12. Either party may cancel this agreement by giving the other party one calendar month's written notice.
13. All payments are made 1 month in advance
14. GlobalHost is compliant with requirements of the POPIA
15. By means of signing these terms and conditions the customer hereby gives GlobalHost (PTY) LTD consent to share customer contact and billing details with Global Network Systems (PTY) LTD, Amandla Power Group SA (PTY) LTD when the need for broad-scope service deliveries and supplies are requested by the customer"

## Indemnity:

### Force majeure

"Force majeure" means anything outside the reasonable control of a party, including but not limited to, acts of God, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, insurrection, sabotage, epidemic, quarantine restriction, labour dispute, labour shortage, power shortage, transportation embargo, failure or delay in transportation, including without limitation where the Host's Hosting Service ceases to be entitled to access the internet or ceases to have access to the internet for whatever reason, any act or omission (including laws, regulations, disapprovals or failures to approve) of any government or government agency.

If a party is wholly or partially precluded from complying with its obligations under this agreement by Force majeure, then that party's obligation to perform in accordance with this agreement will be suspended for the duration of the Force Majeure.

As soon as practicable after an event of Force Majeure arises, the party affected by Force Majeure must notify the other party of the extent to which the notifying party is unable to perform its obligations under this agreement.

## Effective Date:

This SLA is effective from: \_\_\_\_\_

## Termination

This rental agreement may be cancelled by either party by giving the other party one calendar month's written notice.

## **AGREED AND ACCEPTED BY:**

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Directors: Gregory Lock | Glenn Gunther