

Proposal for Custom Hosting Solutions Management

- **Summary:**

Following our conversations around providing a Custom Hosting Solution for IBTC, 123media has prepared the following proposal to illustrate how we can support you. This document recommends a hosting solution to meet your specific requirements together with an outline of 123media's fees. We trust that we will meet your existing requirements as well as provide the flexibility to grow with your business in the future.

- **Customer Requirements:**

- A fully managed Virtual Private Server hosted within the Xneelo/Teraco network to handle a web/API application.
- The use of LEMP STACK in order to allow a better workflow and to manage and deploy code to development and live branches.
- Intensive monitoring on the most critical services.
- Operating system management.
- Security management.
- Root Access

- **Custom Hosting Solutions Include:**

Backups: Weekly and Monthly. Daily backups on request.

Monitoring: 24/7 Monitoring of critical services with alerting.

Security: Server to be managed in line with server security management best practices.

Performance: Proactive monitoring for any impending server performance or capacity issues. Investigation of any application performance issues.

Support: Direct email, skype and telephonic access

- **Scope of Management:**

- Operating System
- Package Management
- Web Server: Nginx Management
- Database: MySQL Management
- Backups
- Security and other software updates
- Monitoring

- **Exclusions:**

- Upgrades to a next release of an operating system.
- Migrating web applications to a new platform.
- Changes requested by the customer. These are billed at the standard hourly rate.

Quotation:

Product	Quantity	Price
Monthly Managed Service	1	R 900
Once-off Setup fee	1	R 2 100
VPS Server Fee 2 CPU vCores 2 GB RAM 50 GB NVMe SSD Storage 1 Static IPv4 Address 2000 GB Traffic Root Access	1	R 349

Total Once off:	R 2 100
Total Monthly:	R 1 249
Grand Total:	R 3 349

Quotation Terms:

1. This quote is valid for fourteen (14) days from the date of preparation thereof.

Client Information:

Name:		Signed on behalf of:	
Date:		Signed:	

Company Details:

Company Name:	
Postal Address:	
Physical Address:	
Company Registration No.	

Billing Contact:

Name:		Tel number:	
Fax number:		Email Address:	

Technical Contact:

Name:		Tel number:	
Fax number:		Email Address:	

Terms of Service:

This is an agreement between you (IBTC) and 123media regarding your use of 123media's custom hosted solution. This Agreement governs the terms and conditions under which 123media makes the services offered by 123media available to individual consumers through a personal computer or similar access, or to individual consumers or small businesses in connection with the "123media" web hosting or similar services. Under this Agreement, you must comply with 123media's then current "Acceptable Use Policy," as updated from time to time by 123media.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

1. 123media will provide a managed service to the client (hereafter referred to as IBTC), for IBTC's chosen service, for the period of time (the Term) corresponding with the payment plan chosen by IBTC. This contract will be automatically renewed at the end of the Term and each successive renewal term, unless terminated. Cancellation may be done via the following methods:

1) Via email

You can cancel before the 15th of any month and your service will stop on the first of the next month. If you cancel after the 15th then you will be charged for the following month and your service will be cancelled on the 1st of the following month.

2. 123media's services are provided on an as is, as available basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose or non-infringement. 123media expressly disclaims any representation or warranty that the 123media services will be error-free, secure or uninterrupted. No oral advice or written information given by 123media, its employees, licensors of the like, will create a warranty; nor may you rely on any such information or advice. The terms of this Section will survive any termination of this Agreement.

3. IBTC agrees to indemnify and hold harmless 123media from any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorney's fees, costs, and other expenses incurred by 123media, (collectively, Claims) related to or in connection with the content of IBTC's website. The terms of this Section will survive any termination of this Agreement.

4. IBTC acknowledges that the nature of the service furnished and the initial rates and charges have been communicated to IBTC. IBTC is aware that 123media reserves the right to change the specified rates and charges from time to time.

5. In the event of any partnership break-up, divorce or other legal problems that includes IBTC, IBTC understands that 123media will remain neutral and may put the account on hold until the situation has been resolved. Under no circumstances will 123media be liable for any losses incurred by IBTC during this time of determination of ownership, or otherwise. IBTC agrees to indemnify and hold harmless 123media from any and all Claims arising from such ownership disputes. The terms of this Section will survive any termination of this Agreement.

6. IBTC agrees not to harm 123media, its reputation, computer systems, programming and/or other persons using 123media's services. 123media reserves the right to select the server for IBTC's website for best performance. IBTC agrees to indemnify and hold harmless 123media from any and all Claims resulting from IBTC's use of the hardware. The terms of this Section will survive any termination of this Agreement.

7. IBTC rights and privileges under this Agreement cannot be sold or transferred without the prior written consent of 123media.

8. 123media will use its best efforts to maintain a full time Internet presence for IBTC. IBTC hereby acknowledges that the network may, at various time intervals, be down due, but not restricted to, utility interruption, equipment failure, natural disaster, acts of God, or human error. In no event shall 123media be liable to IBTC for any damages resulting from or related to any failure or delay of 123media in providing access to the Internet under this Agreement. In no event shall 123media be liable to IBTC for any indirect, special or consequential damages or lost profits arising out of or related to this Agreement or the performance or breach thereof. The aggregate, total liability of 123media under this Agreement, if any, shall in no event or circumstance exceed the total amount actually paid by IBTC hereunder. The terms of this Section will survive any termination of this Agreement.

9. This Agreement constitutes the entire agreement between IBTC and 123media with respect to the 123media services and supersedes all prior agreements between IBTC and 123media. 123media's failure to enforce any provision of this Agreement shall not be construed as a waiver of any provision or right. In the event that a portion of this Agreement is held unenforceable, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions will remain in full force and effect. The terms of this Section will survive any termination of this Agreement.

10. The parties shall attempt to resolve all disputes arising out of this Agreement in a spirit of cooperation and with a problem-solving mindset, without formal proceedings. Any dispute, which cannot be so resolved, shall be subject to binding arbitration upon the written demand of either party. Arbitration shall take place in South Africa. Should any legal action permissible under this Agreement be instituted to enforce the terms and conditions of this Agreement, in particular the right to collect money due on unpaid invoices, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses incurred at both the trial and appellate levels. The terms of this Section will survive any termination of this Agreement.

11. IBTC agrees to indemnify and hold 123media harmless from any and all Claims resulting from or connected with any activities conducted by IBTC. IBTC and 123media will promptly notify the other upon receipt of any Claim or legal action arising out of activities conducted pursuant to this Agreement. The rights and responsibilities established in this paragraph will survive any termination of this Agreement.

12. 123media may include IBTC's name and contact information in directories of 123media's service subscribers for the purpose promoting the use of the services by additional potential clients. However, 123media is not authorized to print IBTC's name, trademarks or other identifying information in any other advertising or promotional materials without the prior written consent of IBTC.

13. The interpretation and enforcement of this Agreement shall be governed according the laws of the Republic of South Africa (excluding its choice of law rules). IBTC hereby consents to personal jurisdiction in the federal and provincial courts of South Africa for any action arising out of or relating to IBTC's use of the 123media services. The federal and provincial courts of South Africa will have exclusive jurisdiction over all such actions. In any such action, the prevailing party will be entitled to recover all legal expenses incurred in connection with the action, including but not limited to its costs, both taxable and non-taxable, and reasonable attorney's fees. The terms of this Section will survive any termination of this Agreement.

14. Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery or by mail. If delivered by mail, notices shall be sent by any express mail service; or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

15. Once your web applications has exceeded its allotted resource limits (such as, but not limited to bandwidth or diskspace) additional fees can occur through. Full responsibility for any excess resources generated by an account is assumed by IBTC.

16. 123media may temporarily deny service or terminate this Agreement upon the failure of IBTC to pay charges when they become due. Such termination or denial will not relieve IBTC of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees.

17. The responsibility of all passwords and other related sensitive information is assumed by IBTC, should any additional fee's arise from resource consumption due to poor credentials (such as, but not limited to blank passwords or "test" accounts) no fault shall be levied on 123media.

18. Limitation of liability – You agree that our entire liability, and your exclusive remedy, with respect to any Services(s) provided under this Agreement and any breach of this Agreement is solely limited to the amount you paid for such Service(s). We and our contractors shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Services or for the cost of procurement of substitute services. We disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of God; (4) loss or liability resulting from the unauthorized use or misuse of your account identifier or password; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or services(s) provided under this Agreement; (6) loss or liability resulting from the interruption of your Service. You agree that we will not be liable for any loss of registration and use of your domain name, or for interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if we have been advised of the possibility of such damages. In no event shall our maximum liability exceed one thousand (R1000) rand.

Thus done and signed at _____ on this the _____ day of _____ 2021

in the presence of the undersigned witness.

As witness

For and on behalf of (Client)