

Appendix B

SERVICE LEVEL AGREEMENT (SLA) TERMS AND CONDITIONS

1. Definitions

- 1.1. "Fault" is defined as a system affecting interruption that is classified as one of 3 Severity levels; S1, S2 or S3.
- 1.2. "Firmware Upgrades" are limited to equipment rented from Faircape Communications.
- 1.3. "Guaranteed Uptime" is the amount of Service availability measured as a percentage of 43200 minutes.
- 1.4. "Monthly Service Fee" shall be the annuity billing amount of the underlying Service after any discounts.
- 1.5. "Physical fibre" refers to the last-mile between the Client and Faircape Communications that provides the infrastructure for the Service.
- 1.6. "Response time" refers to the time taken by Faircape Communications to act on a fault / interruption affecting the Service.
- 1.7. "S1": Severity 1 – Metro Ethernet or Fibre optic cable is down or use is severely impacted.
- 1.8. "S2": Severity 2 – Metro Ethernet or Fibre optic cable network is active with problems that can be circumvented.
- 1.9. "S3": Severity 3 – Query to be logged.
- 1.10. "Service": is defined as the internet and / or data facility provided to the Client by Faircape Communications.
- 1.11. "Software Upgrades": are limited to equipment rented from Faircape Communications.
- 1.12. "Office hours" refers to the period 8h00 to 17h00, excluding weekends and public holidays.

2. Conditions of Service

- 2.1. Faircape Communications offers a four-hour response time on the physical fibre;
- 2.2. Faircape Communications' support staff are on standby 24/7 to resolve any Service issues;
 - 2.2.1. Support staff are to be contacted on support@faircom.co.za or in the following order:
 - 2.2.1.1. Support Centre: 021 815 5700
 - 2.2.1.2. Paul McMaster : 0820405061
- 2.3. Faircape Communications monitors both ends of the physical fibre link
 - 2.3.1. An alert system is in place to inform Support of any issues regarding the link and/or dropping of the link.
 - 2.3.2. Reporting of incidents will be logged according to Severity levels; see **table** below setting out the response times of logging of an incident.

	Support staff assigned to resolve issues	Connection restored to working condition (even if temporary) *	The fault cleared on a permanent basis within the following period
S1 - Severity 1	1 hour	4 office hours 12 hours (after hours)	10 days
S2 – Severity 2	1 hour		10 days
S3 – Severity 3	Next business day	N/A	N/A

3. Scheduled and emergency maintenance

- 3.1. The Customer acknowledges that in order to meet its obligations herein; Faircape Communications may from time to time be required to perform maintenance on equipment used in the provision of the Services.
- 3.2. Any impact on the Services as a result of the need to conduct maintenance shall be considered a scheduled event, provided that:
 - 3.2.1. Faircape Communications informs the Client, with as much notice as operationally possible in the circumstances, of the maintenance schedule, including:
 - 3.2.1.1. Scheduled start time *Provided work is allowed on site by the Landlord
 - 3.2.1.2. Expected duration; and
 - 3.2.1.3. Anticipated impact on the Services.
 - 3.2.2. Faircape Communications endeavours, whenever circumstances permit, to seek approval from the Client of the maintenance schedule, so as to allow the Client to plan and inform its users of any impact on the Services.
 - 3.2.3. Any other impact on Services where maintenance is required, and no notice is given, will be deemed an emergency.