



NETWORKING SOLUTIONS
SERVICE LEVEL AGREEMENT

between

INTEGRA TECH (PTY) LTD

registration number: 2013/077979/07

hereinafter referred to as “**Integra Tech (PTY) LTD**”

and

registration number: _____

hereinafter referred to as “**the Customer**”



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ANNEXURES

SCHEDULE "A"

PRODUCTS AND SERVICES





1. INTRODUCTION

- 1.1 As of the Effective Date, Integra Tech (PTY) LTD shall be responsible for the maintenance and support of Customer's Networking Solutions Equipment as detailed in terms of the Equipment Schedule annexed hereto marked "Schedule A".
- 1.2 This SLA shall document the scope of work and Services to be performed by Integra Tech (PTY) LTD under the terms and conditions of the Services Agreement between the parties.

2. DEFINITIONS

- 2.1 **"Customer"** means any party to whom Integra Tech (PTY) LTD will provide services in terms of this Agreement.
- 2.2 **"Effective Date"** means, notwithstanding the date of signature of this Service Level Agreement, the date on which the Services commenced according to the Subscriber Service Contract.
- 2.3 **"Subscriber Service Contract"** means a contract to be signed by the Parties for the provision of the Services.
- 2.4 **"Integra Tech (PTY) LTD Service Centre"** means any service centre of Integra Tech (PTY) LTD in South Africa, currently there is a Centre at 80 Lyttelton Road, Clubview, Centurion, Pretoria, 0157
- 2.5 **"Services"** Metronet networking solutions that will be provided by Integra Tech (PTY) LTD to the Customer in South Africa.
- 2.6 **"Normal Business Hours"** means the hours between 08h00 and 17h00 that are during the week excluding holidays, Saturdays and Sunday.
- 2.7 **"Party"** refers to Integra Tech (PTY) LTD and the Customer and party refers to either one of them as so determined by context.
- 2.8 **"Remote support"** includes telephonic support, email support and remote access to all links and all other support except online support.
- 2.9 **"SLA"** means Service Level Agreement. **"Time to Respond"** means the time which will lapse between the Customer placing the call and the Onsite Response.
- 2.10 **"Uptime Service"** means the time that the links provided under the contract between Integra Tech (PTY) LTD and the Customer are active and able to pass traffic.



3. TERM

- 3.1 Services provided in terms of this SLA shall commence on the Effective Date and continue in force for a period as agreed to in the Subscriber Service Contract, unless renewed or terminated earlier in accordance with Clause 10 or Clause 3.2 hereof.
- 3.2 Integra Tech (PTY) LTD will ensure that this SLA survives the duration of the Reseller Agreement and will be terminated in accordance with the termination provisions hereof.

4. SERVICE LEVEL

- 4.1 Integra Tech (PTY) LTD shall provide a Networking Service on the Products and Services detailed in the Products and Services Schedule annexed hereto marked "Schedule A".
- 4.2 Description of Gold Level - This service level provides for a two-hour response on site during Normal Business Hours or a four-hour response outside of normal business hours, subject to the distance between Customer's site and the nearest Integra Tech (PTY) LTD service centre. A call for assistance will be qualified within 30 (thirty) minutes of receipt thereof by the Service Centre. Remote support will be provided, where available, within a 30 (thirty) minutes response time. Integra Tech (PTY) LTD will provide the labour, parts and equipment required and travel to the Customer's site to undertake the necessary maintenance of equipment covered under this Schedule.
- 4.3 The Support Service is included in the monthly service charges, however, should equipment i.e. hydraulic cherry picker, be required and or not readily available, the Customer shall be billed for the rental of the equipment.

5. SERVICES TO BE PERFORMED BY INTEGRA TECH (PTY) LTD

5.1 Uptime Service

- 5.1.1 In the event of any conflict between the Integra Tech (PTY) LTD's general terms and conditions and the terms and conditions of this SLA, the terms and conditions of this SLA shall prevail.
- 5.1.2 Integra Tech (PTY) LTD is obliged to ensure the operational uptime of the Micro Wave links between point A and point B products as detailed in



Schedule A. The uptime is at least 99.5% per month.

- 5.1.3 For each 0.2% (Point two) percent below the specified operational uptime, the Customer shall receive a pro rata credit to the value of 0.5% (Point five percent) from the monthly service fee. This calculation will be based upon a monthly timeframe starting when the contract commences.
- 5.1.4 The Customer is obliged to raise the service ticket and the time calculation will be determined from the time the call was logged, until the service is restored. Credits will only be paid subject to the correct procedure for the raising of a service ticket.
- 5.1.5 Notwithstanding the provisions of this clause, the credit to the Customer shall be limited to 50% of the monthly service fee.

5.2 Spares

- 5.2.1 Where products and services as detailed in Schedule A are provided by Integra Tech (PTY) LTD, spares for such products and services will be maintained by Integra Tech (PTY) LTD.

6. RAISING A SERVICE TICKET

- 6.1 The Customer may raise a service ticket using one of the following methods to 24 hour Service Desk:
 - 6.1.1 Email service incident to service@kmservice.co.za
 - 6.1.2 Telephonic call made to 087 150 3777
- 6.2 Service tickets may only be raised by designated persons nominated by the Customer. The nominated persons for raising service tickets must be outlined in Schedule A.

7. GENERAL EXCEPTIONS

- 7.1 Integra Tech (PTY) LTD has no obligation to support the following:
 - 7.1.1 Backups of the specified Equipment, associated databases and components are specifically excluded from this SLA and will be the responsibility of the Customer.
 - 7.1.2 A Software problem or any defect resulting from changes to the Equipment



so that the Equipment is inconsistent with the environment for which the Software or the hardware containing the Software was originally purchased. These changes could include type of computer hardware, version of operating system, version of compilers, application software, and so on.

- 7.1.3 A Software problem or any defect caused by the negligence of Customer or its employees or agents.
- 7.1.4 Software problems or failures occasioned by virus infection whether or not virus protection software has been installed. The Customer will be solely responsible for ensuring that Product Manufacturer recommended anti-virus software is both installed and maintained with the latest versions.
- 7.1.5 Where service response may result in risk to the safety of the team attending to a service ticket raised.
- 7.1.6 Where service response may result in the team contravening any legal and/or safety guidelines or regulations, such as climbing masts in inclement weather.
- 7.1.7 In instances, where uptime disruptions is as a result of power outage, and the Customer has not implemented preventative measures such as uninterruptible power supplies or generators.
- 7.2 Should the Customer not provide Integra Tech (PTY) LTD with 24-hour access to the buildings of their clients to reach the Terminal Equipment, then the 4-hour turnaround time on the SLA will not apply. The Customer will provide Integra Tech (PTY) LTD with the following business day on-site access.
- 7.3 Should specialised equipment such as mechanical hydraulic equipment be needed to access the site then the 4-hour turnaround time on the SLA will not apply and the following business day service will apply.

8. GENERAL PROVISIONS

Product Updates are only offered where the Customer has purchased the Software Support Services. Product Updates are available via the Internet or other media upon request. Software maintenance release updates via Integra Tech (PTY) LTD's Technical Services Support Centre will be supplied upon request in terms of clause 5.2.1.



9. INTELLECTUAL PROPERTY RIGHTS

The Customer acknowledges that ownership of all Intellectual Property Rights shall at all times remain vested in Integra Tech (PTY) LTD.

10. BREACH AND TERMINATION

10.1 In the event that the either party commits a breach of any of the terms and conditions hereof and remains in default for a period of 7 (seven) days after receipt by it of written notice (“notice of breach”) from the non-breaching party calling for such breach to be remedied, the non-breaching party shall be entitled, without prejudice to any other rights or remedies it may have hereunder or in law, including the right to claim damages, to

10.1.1 claim specific performance; or

10.1.2 cancel this Agreement.

10.2 Without prejudice to the provision of clause 10.1 above, either party may forthwith terminate this Agreement at any time by giving the breaching party written notice of such termination if:

10.2.1 a final and unappealable judgment against the breaching party remains unsatisfied for a period of 14 (fourteen) days or more after it comes, or ought reasonably to have come, to the attention of the the breaching party;

10.2.2 the breaching party commits any act of insolvency as set forth in Section 8 of the Insolvency Act 24 of 1936, as amended;

10.2.3 the breaching party makes any arrangement or composition with its creditors generally or ceases or threatens to cease trading;

10.2.4 the breaching party is, other than for the purposes or reconstruction or amalgamation, placed under voluntary or compulsory liquidation or under judicial management or under the equivalent of the foregoing;

10.2.5 the breaching party or any of its directors, shareholders or members is convicted of a criminal offence, which in the non-breaching parties’ opinion would impact negatively upon the non-breaching party.



11. INDEMNITY

Each party thereto hereby indemnifies the other and shall keep the other indemnified at all times against any liability, loss, cost or damage suffered by the other party resulting from any action, proceeding or claim made by any other third party against either party in relation to the provision of the Customer services or otherwise, and attributable to any wrongful act or omission of either party and/or any of the aforementioned parties' employees, agents or representatives or resulting from a breach of the provisions of this Agreement by either party.

12. JURISDICTION

The Customer hereby agrees that any legal action or proceedings arising out of this Agreement shall be brought in the South Gauteng High Court or any successor to that court and irrevocably submits to the exclusive jurisdiction of such court. Notwithstanding the aforesaid, Integra Tech (PTY) LTD shall be entitled to institute any action or other proceedings arising from this Agreement in any other court having jurisdiction over the Parties.

13. CONFIDENTIALITY

- 13.1 Each Party (the "Disclosing Party") will provide to the other (the "Receiving Party"), such Confidential Information as it deems necessary or expedient to enable the Receiving Party to carry out its obligations in terms of this Agreement.
- 13.2 The Receiving Party acknowledges that the Confidential Information is a valuable asset proprietary to the Disclosing party and that unauthorized disclosure or use of the Confidential Information would result in financial or other harm which may be irreparable.
- 13.3 The Receiving Party undertakes to the Disclosing Party that it will not during the term of this Agreement nor thereafter disclose, divulge, whether directly or indirectly, the Confidential Information to any third party for any reason or purpose whatsoever, without the express prior written consent of the Disclosing Party.
- 13.4 The Receiving Party further undertakes to protect the Confidential Information using the same degree of care it applies to protecting its own proprietary, secret or confidential information.



- 13.5 All Confidential Information disclosed to the Receiving Party is proprietary to the Disclosing Party and does not confer any rights in and to the Confidential Information on the Receiving Party.
- 13.6 The Receiving Party will only disclose the Confidential Information to its employees and professional advisors on a need-to-know basis and then strictly in relation to the efficient conduct of its obligations in terms of this Agreement. The Receiving Party warrants that it will procure that all such persons to whom confidential Information has been disclosed shall abide by the terms and conditions of this Agreement, and more specifically, of this clause 13.
- 13.7 The Receiving Party undertakes not to use, exploit or in any other manner apply the Confidential Information disclosed to it for any purpose other than the purpose for which it was disclosed.
- 13.8 The Receiving Party shall, upon expiration or earlier termination of this Agreement for any reason whatsoever:
 - 13.8.1 forthwith return to the disclosing Party all Confidential Information in its or its employees possession or under its or its employees control;
 - 13.8.2 not retain or withhold any copies of such Confidential Information.
- 13.9 The provisions of this clause 13 shall survive any termination or expiration of this Agreement for a period of 5 (five) years.

14. DOMICILIUM

- 14.1 The Parties choose as domicilium citandi et executandi (“domicilium”) and for the delivery of all notices arising out of this Agreement or its termination or cancellation, these addresses:

Integra Tech (PTY) LTD : 11 Marco Polo Street, Highveld,Centurion

Facsimile : 086 718 2591
Attention : Pierre Van Rooyen

The Customer : _____
Facsimile : _____
Attention : _____



Initial Here :



- 14.2 Either of the Parties shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other address within the Republic of South Africa which is not a post office box or post restante.
- 14.3 Any notice required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing and signed by or on behalf of the duly authorized representative of the notifying party. For the purposes of this clause, notices shall include any notice in the form of a data message as defined in the Electronic communications and Transactions Act, 25 of 2002.
- 14.4 All notices and any payment made by any Party to any other ("the addressee") which:
- 14.4.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicilium shall be deemed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;
 - 14.4.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium shall be deemed, until the contrary is proved by the addressee, to have been received by the addressee on the 10th day after the date of posting;
 - 14.4.3 is sent by facsimile machine, be deemed, until the contrary is proved by the addressee, to have been received within one hour of transmission where it is transmitted during business hours of the receiving instrument and at noon on the following Business day (excluding Saturdays and Sundays) where it is transmitted outside such business hours.
- 14.5 Notwithstanding anything contained to the contrary in this Agreement, any notice written or otherwise actually received by one Party from the other Party shall be adequate notice to such Party, unless otherwise required by any provision of this Agreement.



15. CESSION AND DELEGATION

Neither party shall cede or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party first being obtained. For the purposes hereof, such cession, delegation or assignment shall include, without limitation, a merger, sale of assets or business, or any other transfer control by operation of law or otherwise.

16. STANDARD CLAUSES

- 16.1 No waiver or indulgence which either Party may allow to the other Party shall be valid unless made in writing and such waiver or indulgence shall be strictly construed as applying only to the matter in respect whereof it was allowed. Without limiting the generality of the foregoing, if the Party shall have taken no action as a result of any breach such action shall in no way prevent or stop such Party from exercising any rights which it may have which flow from the breach in question.
- 16.2 This Agreement constitutes the whole Agreement between the parties and no addition to, variation, modification or agreed cancellation of this Agreement shall be of any force or effect unless recorded in a written document and signed by or on behalf of the duly authorized representatives of both parties. For the purposes hereof, a "written document" shall include any written document that is in the form, either wholly or partly, of a data message as defined in the Electronic Communications and Transactions Act, 25 of 2002.
- 16.3 The Parties hereto acknowledge that no warranties or representations of whatsoever nature were made by either Party to the other prior to the entering into this Agreement, save as may be recorded in this document.
- 16.4 This Agreement supersedes and cancels any and all previous agreement between Integra Tech (PTY) LTD and the Customer relating to the subject matter hereof.



Thus done and signed at _____ on this the _____

day of _____ 20____

For and on behalf of

Name:

Capacity:

Who warrants his authority hereto

Thus done and signed at _____ on this the _____

day of _____ 20____

For and on behalf of

INTEGRA TECH (PTY) LTD
(PROPRIETARY) LIMITED

Name:

Capacity:

Who warrants his authority hereto



SCHEDULE A

PRODUCT AND SERVICES SCHEDULE

A)

B)

C)

D)

NOMINATED PERSON FOR SERVICE TICKET:

A)

B)

POINT A:

POINT B

Initial Here :