

ANNEXURE 'A'

SERVICE LEVEL AGREEMENT/TERMS AND CONDITIONS

The Process

- Establishment of Line of Site
- Provision of a Quotation or Cost Estimate
- 100% Approval and Payment prior to installation
- Installation: Successful installation with possible adjustments debits and or credits. If additional equipment was quoted for but not used, such cost will be refunded.
- Unsuccessful /failed installation will receive full credit with the exception of any noted excluded expenses. **An unsuccessful/failed installation is clarified as an installation which failed after a timeline of a minimum of three working days allowed for the install and testing of the system prior to date of handover with a relevant designated person as authorized by the client.**
- Fixed Monthly Service: Current month pro rata due with the following months payment
- All month to month services require the signing of a Debit Order
- **Full settlement of monthly services are due in advance on or before the 7th of each and every month to avoid suspension and/or termination of services**
- Variable Services: (e.g. per gig accumulated data) – due within 7 days of invoice.

Customer Support – 087 941 1214 (Normal Hours) Email: support@vlocity.co.za

084 440 3123 (24Hrs)

Our Technical Support Department is based in Cape Town which monitors the entire national network. It is an automated system where every link is attached to the monitoring system. Even the Link quality is connected and monitored to which a threshold is set. Should a signal start to degrade, due to interference, age, damage, wind or weather, our Support Department will have received notification before it drops the link completely.

If your signal drops, the first step is to make contact with our support department. If the call is after hours, this process may take longer as a result of the telephone system trying different support numbers. It can also be that when your link is down others have dropped also, which results in a spate of calls to the support center. Preference is for you to send an email to the support center. This is also an automated system that escalates according to the time. Should a request not be attended to within a certain period of time, the system will escalate up through to management personnel and an increase in the frequency of these alerts will be experienced. When you send an email, you will immediately receive a response with a tracking reference number.

Normal working hours are: Weekdays Between 8h00 and 17h00

Saturdays Between 8h00 and 13h00

Overtime hours Outside the above hours, Sundays and Public Holidays

Initial

After Sales Support – Warranty Claims

Warranty equipment replacement is only done if the equipment fails due to manufacturers fault or failure.

Your equipment comes with a 1 year (one year) Warranty. **This is the equipment supplier’s warranty.** Should your **equipment** fail during the first year due to a **fault of the device**, it will be replaced and returned to the supplier for inspection. If the supplier deems the equipment damaged due to lightning, electrical surges, water damage, etc, we will have to charge you for the replacement equipment, travel- and labour costs as per our standard call out rates. **Please note that the onus is on the client to insure the equipment for damage due to lighting, electrical surges, water damage, etc, theft and damages due to Acts of God such as earthquakes, floods, or other natural disasters.**

Out of Warranty Claims and after sales support

Replacement of devices or faulty parts that are out of warranty will be charged for, as well as for transport, travel time and labour to replace the device(s), unit(s) or part(s). A standard call out fee covering the first hour, of R450.00 inclusive of travel time, transport within a radius of 15 km from our call out center and labour costs, but exclusive of V.A.T. will be charged.

Should the Technician find that the work involved warrants costs outside the standard call out fee, you will be provided with a quotation detailing the extend of the repairs and services required. Once this quotation is accepted and signed by you as the client, arrangements will be made to carry out the repairs, service and/or maintenance work required. The standard call out fee in such a case will then fall away completely and the client will be billed according to standard rates for hours worked, time- and distance travelled.

Calls out rates are as follows: *(all exclusive of V.A.T.)*

Call out on site support	Normal Time	Overtime	Km.
Cape Town and Western Cape Region	R400.00 p.h.	R600.00 p.h.	R2.90 km
Bloemfontein Region	R400.00 p.h.	R600.00 p.h.	R2.90 km
Gauteng /Mpumalanga Region	R450.00 p.h.	R675.00 p.h.	R3.00 km
Kwazulu Natal and Pietermaritzburg Region	R375.00 p.h.	R550.00 p.h.	R2.90 km
Port Elizabeth and Eastern Cape Region	R375.00 p.h.	R550.00 p.h.	R2.90 km

The technician on site will request a job card to be signed for the labour, equipment and/or material used or replaced, and travel costs incurred according to the quotation given to the client. Job cards must be signed on completion of any work done. The onus is on the client and the responsibility will rest with the client for testing the communication service as implemented to ensure that it meets with the requirements of the client. The client has 24 hours to notify the help desk of any errors that he or she detects and Vlocity support center will provide support services in respect of such errors at no charge. Should the client not notify Vlocity support help desk of any such errors within 24 hours, Vlocity shall accept that the work done meets with the client’s requirements and is satisfied with the installation, repair and/ or maintenance as executed. Any changes which require a call out to the site, required after these 24 hours, even if it is directly related to the work as carried out per the quotation given, will be charged for and invoiced at our standard rates as indicated above.

Blacklisting

Vlocity may, without any prejudice to any other rights which it may have under the Agreement or at law:

- Notify credit bureaus of the clients default
- Blacklist the equipment 7 days after written notice was served, and no reply has been received, to prevent further use thereof . Once blacklisted, Vlocity shall be entitled to remove or recover the equipment from the site where it is stationed without notice to the client, save for where the client has acquired ownership thereof.

Initial

Reconnection/Configuration

Please note that there will be a reconnection fee of R450.00 (exclusive of VAT) payable immediately to facilitate reconnection should a client have been suspended due to non payment. There is also an R450.00 (exclusive of VAT) configuration fee to upgrade clients to test speeds.

Breach of Agreement

In the event of the Client:

failing to pay any amount due in terms hereof on the due date;

or

- breaching any term of this agreement and failing to remedy same within 7 (Seven) working days after receipt of a notice to that effect;

or

- repeatedly breaching any term of this agreement in a way that his inconsistent with the spirit hereof;

then the aggrieved party, without prejudice to any other right, including the right to claim damages or to cancel the agreement, or any other remedy that *the* parties may have in law, shall be entitled:

- to cancel this agreement; and/or
- in exercising any other remedy, to remedy the alleged breach of contract and to claim the total cost of such remedy from the client.

In the event of either party instituting any action against the client arising from breach of agreement by the client, then without prejudice to any other right that the party may have, that party shall be entitled to recover all legal costs incurred by them on the scale as between attorney and own client, tracing fees and/or collection commission from the client.

Domicilia

The parties hereby choose as their respective *domicilia citandi et executandi* for all purposes of this agreement the following address:

VLOCITY: 25 Hermes Street, Paarden Eiland 7405

THE CLIENT: As prescribed in the Client Information Form

Initial

Any notice sent to either party to the other's *domicilium* address and delivered by hand or prepaid registered mail shall be deemed to have been received in due course by such other party.

No Amendment

No amendment of this agreement shall be of any force or affect unless reduced to writing and signed by both parties hereto.

This agreement contains all terms and conditions and the whole agreement between the parties who hereby confirm that no other agreement, representation or understanding is in force between the parties other than as set out herein.

No latitude, extension or relaxation granted by VLOCITY to the Client relating to any obligation of the Client in terms hereof shall prejudice the rights of VLOCITY in any way and in particular same shall not be regarded as a variation or novation of this agreement or as grounds for a defence of estoppel.

No latitude, extension or relaxation granted by the Client to VLOCITY relating to any obligation of the service provider in terms hereof shall prejudice the rights of CLIENT in any way and in particular same shall not be regarded as a variation or novation of this agreement or as grounds for a defence of estoppel