

SERVICE LEVEL AGREEMENT WITH



Reg: 4590252724
No: 087 809 0671
Shop 12,
Eagles Landing shopping Center,
Cnr, Christaan de Wet & Scott str
Randpark Ridge

CC Reg: 2008/254352/23
Vat
Tel
Fax No: 011 794 2357

SERVICE LEVEL AGREEMENT

(hereinafter referred to as "the Agreement")

ENTERED INTO BY AND BETWEEN

(which address Zetabyte IT Support chooses as its domicilium citandi et executandi)

Zetabyte IT Support
Shop 12, Eagles Landing Center,
Christiaan de Wet & Scott Str,
Randpark Ridge

AND

(hereinafter referred to as "the Customer")

(which address the Customer chooses as its domicilium citandi et executandi)

SERVICE LEVEL AGREEMENT:

In consideration for payment of the maintenance charge stipulated in Annexure A hereof, Zetabyte IT Support agrees that it, or its designated representative, shall provide the services referred to in clause 2 and 3 hereof.

1. DURATION OF AGREEMENT:

- 1.1 This Agreement shall commence on ____ day of _____, 2010 and shall continue in effect for a minimum period of 3 (Three) months.
- 1.2 Unless terminated at the end of such period of 3 (Three) months by either party having given the other 30 (thirty) days **prior** written notice of termination by registered mail or hand delivery, and always subject to clause 6.5, this agreement will continue to be in effect for successive periods of 3 (Three) months.

2. THE SERVICE

2.1 Network Support :

- 2.1.1)** Zetabyte IT Support will provide an engineer to spend 1 Hours per Week.
(Mon-Fri) on-site at
(The days will be chosen at the customers disscression)
If a IT related problem occurs on a day that the engineer is not on-site
we will guarantee a 240 min response time.

The hours can not be used for projects.

- 2.1.2) The service hours are non-cumulative and "expire" if not used within the agreement month.
- 2.1.3) Preferential Rates apply after the basic agreement hours have been exhausted. The Preferential Hourly Rate is applicable to normal working hours only, viz. 8 a.m. to 5 p.m. - Monday to Friday and exclude public holidays.

2.2 **Hardware Support:**

Where spare parts are required for hardware repairs, these will be charged out to the Customer as per our normal material charges.

3. **METHODS OF DELIVERING SERVICE**

- 3.1 Support delivered after hours will be logged at the applicable standard hourly rate ratio, viz. actual hours logged x 1.5, or actual hours logged x 2.0 as applicable (*See - Annexure B*).
- 3.2 Ronel Brits will be responsible for all calls as covered in the support agreement and where necessary will escalate the problem to the relevant supplier.

4. **CONDITIONS**

- 4.1 All calls for support not provided during the pre-arranged time the engineer is on-site must be registered with your account manager Ronel Brits.
- 4.2 Provided sufficient advance warning (normally 24 hours, except for weekend support where 72 hours notice would be required) is given, support would be available outside of normal working hours.
- 4.3 No guarantees can be given with regard to the time taken to resolve problems as, in many cases, it may be required to restore backup in order to resolve the call.
- 4.4 Ronel Brits will endeavour to limit the response time to 1 (one) hour on all mission critical calls.
- 4.5 Should Ronel Brits fail to provide any of the services for the Customer as stated in this Agreement, then the Customer shall first give Zetabyte IT Support notice in writing to rectify such breach. Should such breach not be rectified within seven (7) days of the Customer having given written notification of the said breach, then the Customer shall have the right to terminate this Agreement with immediate effect.

5. **THE CUSTOMER**

Agrees and Undertakes:

- 5.1 The Customer undertakes that they will comply with all applicable statutory provisions relating to the Basic Conditions of Employment Act, and any changes thereto, as and when any such application changes may take effect in law.
- 5.2 To provide a suitable working environment for Zetabyte IT Support, Engineer on-site. Telephone facilities and a network workstation to be made available in this area.
- 5.3 To inform the on-site Engineer of any problems encountered by the network users during their daily program.
- 5.4 To make the equipment and such facilities as may be necessary available to the Zetabyte IT Support, Engineer as may be necessary for him to perform his duties.
- 5.5 For the duration of this Agreement and for a period of 1 (one) year after the termination date, except with the prior written consent of the Company, to not solicit or endeavour to solicit any employee of the Company, either for his own benefit or for the benefit of any other undertaking in which he may have acquired an interest or be employed by.
 - 5.5.1 For the purposes of this Agreement, if Zetabyte IT Support performs, or has performed any chargeable services on behalf of the Customer, the Customer shall be deemed to be a Customer of Zetabyte IT Support.
 - 5.5.2 If the employment of any employee ("the enticed employee") with Zetabyte IT Support is terminated in consequence of a breach of any undertaking in terms of 5.5, the damages for

which the Customer shall be liable to Zetabyte IT Support in consequence of such breach shall be an amount equal to the greater of :

an amount representing the remuneration of the enticed employee for a period of 1 (one) year, calculated at the rate of his remuneration at the date of termination of his employment with Zetabyte IT Support ; or

the actual damages sustained by the Customer in consequence of the termination of the employment of the enticed employee, computed on the base that Zetabyte IT Support would have been entitled to the benefit of the services of the enticed employee for a period of 1 (one) year, calculated from the date of termination of the employment of the enticed employee with Zetabyte IT Support

6. CHARGES

- 6.1 Maintenance charges as detailed in Annexure A will be payable monthly in advance and payment to be processed via Debit Order or Cheque and due on the first day of each month. Unused hours will not be carried over to the following month and the Customer will not be refunded for this unused time.
- 6.2 Should the Customer require additional support in excess of the amount of time purchased for the month in Annexure A, then this will be charged out to the Customer at the then current rates of Zetabyte IT Support
- 6.3 The charges stated in Annexure A are those in force on the date shown. Zetabyte IT Support reserves the right to modify these charges so as to accord with Zetabyte IT Support standard scales in force from time to time. Zetabyte IT Support shall give the Customer 30 (thirty) days written notice in the event of any increase in the hourly rate applicable to this Agreement, and the Customer shall have the option of either accepting such increase, or the option to cancel this Agreement by giving Zetabyte IT Support 30 (thirty) days notice of such cancellation.
- 6.4 Upgrades or specification changes may result in an adjustment of the maintenance charges.
- 6.5 Zetabyte IT Support shall be entitled, without prejudice to its other rights or remedies at law, to suspend the services as laid out in this Agreement between Zetabyte IT Support and the Customer, with immediate effect in any of the following events:
- 6.5.1 In the case of a default of any payment, notwithstanding clause 7, or failure to perform any of the terms or conditions of this Agreement.
- 6.5.2 If the Customer attempts to compound with his creditors, or commits any act of insolvency, or allows any final judgement to remain unsatisfied for 7 (seven) days or longer, or is placed under an order for judicial management of liquidation (whether provisional or final).

7. OVERDUE ACCOUNTS

If any sum payable under this Agreement is in arrears for more than 30 (thirty) days, then (in addition to any other remedy), Zetabyte IT Support shall be entitled, after having given notice, without action at Law and without liability for damage or loss of any kind forthwith, to suspend all services of any kind being performed under this Agreement by Zetabyte IT Support and to charge interest on sums payable on a day to day basis from the original due date at the maximum rate permitted from time to time by statute.

8. LIABILITY

Zetabyte IT Support shall not be liable to the Customer for any loss, or damage of any kind whatsoever, including consequential loss, and whether caused by breach of agreement, delict, breach of statutory duty or otherwise, however caused. Consequential loss shall include but not be limited to, loss of profit, use or goodwill. Furthermore, Zetabyte IT Support shall not be liable for the reinstatement of any lost data.

9. GENERAL

- 9.1 The parties hereto agree that they shall hold the information of each other furnished to the other party in terms of this agreement in strict confidence and shall use such information solely in connection with the performance of its obligations in terms of this agreement and shall furthermore not disclose and/or furnish such information to any third party without the written consent of the disclosure of such information.

- 9.2 All contracts for service by Zetabyte IT Support shall be governed in all respects in accordance with South African law and Zetabyte IT Support and the Customer hereby submit to the jurisdiction of the South African Courts.
- 9.3 Any notice under this Agreement shall be sufficiently given if served personally or delivered to the address of either party, the registered office or principal place of business and shall in the case of posting be deemed to have been served on the fourteenth business day after posting.
- 9.4 Zetabyte IT Support hereby warrants that it has the necessary skills and knowledge to perform its obligations in terms of this agreement and hereby warrants its workmanship and/or any spare parts installed in the computer equipment of the customer for a period of 3 (three) months. Zetabyte IT Support accordingly confirms that any and/or all defects arising out of its workmanship and/or spare parts during the guarantee period shall be repaired without any further charge whatsoever to the Customer.

10. AMENDMENT

This Agreement contains all the terms and conditions agreed to between the parties and no variation of any of these conditions shall be binding on the parties unless reduced to writing and signed by both parties.

11. FORCE MAJEURE

Neither party hereto shall view any liability by reason of failure to fulfil any obligations in terms of this Agreement if such failure is occasioned by force majeure including, but not limited to such events as Acts of God, fire, accident, Government Act, explosion, industrial dispute or any other act, omission or event beyond the reasonable control of such party. The onus of proving that such failure was occasioned by force majeure shall rest on the party alleging same.

The Customer acknowledges having read and understood the contents of this Agreement, including the Annexures thereto and that it is bound by the terms thereof.

Signed at

on this the ____ day of _____ 20____

Director

For and on behalf of _____ .
(who warrants they are duly authorised to sign this Agreement)

ANNEXURE A
SLA MAINTENANCE CHARGE SCHEDULE

Qty (hours)	Description	Maintenance Premium
4	<p>(1) Providing an Engineer to spend 4 hours a month</p> <p>(2) Remedial maintenance</p> <p>(3) 4 scheduled visits per month, 1 hour per week for the duration of the contract period</p> <p>(4) This price includes an additional 5 hours for break-fix calls for the duration of 12-months period as from the date of signing of contract</p> <p>(5) Physical on-site response time of 240 minutes</p>	R 2200 (N/A)
TOTAL MONTHLY PREMIUM		R2200

Note:

- *Prices are exclusive of V.A.T. and payable monthly in advance and due on the first day of each month (see 6.1).*
- *The number of hours and hourly rate may be reviewed on a quarterly basis.*

ANNEXURE B

LABOUR CHARGES

Labour Rates applicable *after* the basic hours purchased in terms of the SLA Agreement have been utilised are as follows:

DAY OF WEEK	TIMES	CHARGE
Weekdays	08:00 - 17:00	Standard hourly charges – R320 p/hour.
Weekdays	17:00 - 24:00	Standard hourly charge x 1.5
Weekdays	00:00 - 08:00	Standard hourly charge x 2.0
Weekend (Saturdays)	08:00 - 17:00	Standard hourly charge x 1.5
Weekend (Saturdays)	17:00 - 24:00	Standard hourly charge x 2.0
Weekend (Sundays & Public holidays)	All hours	Standard hourly charge x 2.0
Weekend (One hour standby)	All hours	Standard hourly charge x 20%

Rates are exclusive V.A.T and are subject to change and will be reviewed on an annual basis.

1.1 RESPONSIBILITIES OF THE ZETABYTE IT SUPPORT

1.2 Maintenance of equipment

ZETABYTE IT SUPPORT is responsible for the maintenance of all equipment in a normal operating condition. This includes the cost of labour, as well as site travelling costs.

1.3 Servers & Desktops

v The general software support functions:

Security, System and application event logs checking for possible system failures or warnings and or alerts.
Disk space inventories on all the Microsoft/Novel/Linux File Servers.
Checking Server Disk drive redundancy status.
Backup logs, status inspections and testing.
Support and troubleshoot the Microsoft file and print Servers.
Support Desktop operating systems and application software.
Assistance with user application software problems.
Plan, design, advise and implement network related enhancements

1.4 The general hardware support and maintenance:

Service, support and troubleshoot Network server's hardware maintenance
Service, support and troubleshoot desktop computers
Service, support and troubleshoot printers
Administer carry-in hardware services

1.5 On-Site Software Support

Support Services will be provided between 08H00 and 17H00 hours, Monday to Friday, excluding public holidays. Any work undertaken outside the aforementioned times shall be treated as overtime and shall be charged for separately by Zetabyte IT Support at the applicable rates. Please refer to the Service Support Tariffs

1.6 Back-up unit

ZETABYTE IT SUPPORT will ensure that all backups are being completed and are reliable. Random restores of the backup will be run to ensure the reliability of the backup, once a month will be enough. If the faulty unit cannot be repaired on site, ZETABYTE IT SUPPORT will remove this unit after having received notification from the customer to go ahead with a repair.

1.7 Virus

ZETABYTE IT SUPPORT will ensure the latest virus signatures are loaded and scanning for Virus' on the Network.

1.8 Network

Maintain and Manage the Hubs/Switches/routers and Patch Panels.
Manage the Email Mail network and Software related to the Solution.

1.9 RESPONSIBILITIES OF THE CUSTOMER

The customer undertakes to log all equipment failures telephonically with ZETABYTE IT SUPPORT Representative and provide two contact names per site.

Upon arrival at site, the customer will allow ZETABYTE IT SUPPORT personnel and specialised contractors to carry out repairs to equipment.

Note: Production down time (the customer must agree to any downtime arranged)

The Technician must ensure that the the customers contact person signs the relevant report once the faulty equipment is repaired or when the repaired equipment has been returned to site.

1.10 Collect, change and storage of back-up of tapes

The customer must ensure that he has sufficient cleaning and back-up tapes at his disposal.

2 Reporting and Updating

Zetabyte IT Support will keep a report of all calls logged by the customer. Copies of the report must be produced when required by Zetabyte IT Support

Zetabyte IT Support has to update the customer regularly, until the call is on a fixed status. All calls must be closed by the technician on site by phoning the customer and confirming that the call can be closed.

3 Repair without loss of data or software

The ZETABYTE IT SUPPORT will endeavour to repair or faults on PC's and Servers without loss of data or software and according to all the customer standards and procedures. If this cannot be done, ZETABYTE IT SUPPORT must inform the customer accordingly.

4 EXCLUSIONS

Maintenance on building UPS's
Power failures