

SERVICE LEVEL AGREEMENT (SLA)

between

and

METRO FIBRE NETWORKX (PROPRIETARY) LIMITED

For

BRONZE PREMIUM SERVICE

Date :15 May 2018

Table of Contents

1	DEFINITIONS.....	3
2	INTRODUCTION.....	4
3	SERVICES AND SERVICE LEVEL DEFINITION.....	5
4	SERVICE CREDIT CLAIM PROCESS.....	7
5	CUSTOMER SUPPORT.....	8
6	FAULT REPORTING.....	9
7	REPAIRS & MAINTENANCE.....	9
	ANNEXURE A (ESCALATION MATRICES)	13

1 DEFINITIONS

In this SLA, unless the context clearly indicates the contrary, words and expressions shall bear the meanings ascribed to them below:

- 1.1 **"Customer"** means _____, a private company with limited liability registered and incorporated under the laws of South Africa under registration number _____, with business address situated at _____, herein represented by _____ in his/her capacity as _____ of Customer, who warrants that s/he is duly authorised and who has entered into a Master Services Agreement and this SLA with METROFIBRE.
- 1.2 **"Customer Premises"** shall mean the location or locations occupied by Customer and/or its End Users to which the Services are delivered.
- 1.3 **"Degradation"** means the presence of anomalies or defects in the absence of a fault.
- 1.4 **"Degraded Service"** means the presence of anomalies or defects that cause a degradation in QoS, but do not result in total failure of the service.
- 1.5 **"End User"** means those persons or entities with whom the Customer concludes End User Agreements for the resale or lease of the Services;
- 1.6 **"Force Majeure"** means any circumstances beyond the Parties' reasonable control including, without limitation, war, national emergency, civil disturbance, theft, fire, flood, explosion, natural disaster, unusually severe weather conditions, prohibitive legislation or regulations and failure of power or utility supplies (including electronic communications).
- 1.7 **"Incident"** means a fault that directly affects the Service levels by substantially or completely reducing them. This excludes any faulty third-party equipment not supplied and configured by METROFIBRE.
- 1.8 **"Master Services Agreement"** means the master services agreement entered into between the Customer and Metrofibre contemporaneously with this SLA.
- 1.9 **"Metrofibre"**, means Metrofibre Networx (Proprietary) Limited, registration number 2007/024366/07, a limited liability private company duly incorporated in the Republic of South Africa.
- 1.10 **"Monthly Recurring Charge"** means the fixed, recurring charge invoiced by METROFIBRE to Customer on a monthly basis for the Service, exclusive of any variable charges.
- 1.11 **'MTTRs' (Mean Time to Respond)** means the average time from when the ticket is logged with the METROFIBRE NOC to the time a METROFIBRE Support Representative attends to the incident or trouble ticket.
- 1.12 **"MTRS" (Mean Time to Restore Service)** means average time from the first detection or reporting of service interruption to METROFIBRE NOC by the Customer until the time when the service is restored.
- 1.13 **"Network Unavailability"** means the time where the service is unavailable or degraded to such an extent that it is unusable, measured from the first detection or reporting of service interruption to METROFIBRE NOC by the Customer until the time when the service is restored and excluding any service interruption outside of METROFIBRE's contracted services supplied to the Customer. Network Unavailability will not include Scheduled

Maintenance/Emergency Maintenance or any unavailability resulting from (a) any local loop provider, (b) Customer's applications, equipment or facilities, (c) acts or omissions of Customer or any use of the service authorised by Customer, (d) reasons of Force Majeure, or (e) power loss and/or interruptions at the Customer Premises.

- 1.14 **"NNI"** means Network to Network Interface between distinct MEN operated by one or more carriers.
- 1.15 **"Off-Net Services"** means those Services provided at any Customer or End User premises that are not on METROFIBRE's electronic communications network and where an infrastructure build will be required to connect the Customer and/or End User to METROFIBRE's electronic communications network, or where part of the circuit to the customer premises may be procured by METROFIBRE from a third party.
- 1.16 **"On-Net Services"** means those Services provided at Customer or End User premises that are on METROFIBRE's electronic communications network.
- 1.17 **"Parties"**, means the parties to this Agreement and "Party" shall mean either one of them.
- 1.18 **"QoS"** means quality of service.
- 1.19 **"Services"** means the services provided by METROFIBRE to the Customer as more fully described in the Service Confirmation Schedule, including the provision of METROFIBRE Equipment and Facilities.
- 1.20 **"Service Credit"** means:
- One (1) day Service Credit = 1/30th of Customer's Monthly Recurring Charges.
 - One (1) week Service Credit = 7/30ths of Customer's Monthly Recurring Charges.
 - One (1) month Service Credit = Full amount of Customer's Monthly Recurring Charges.
- 1.21 **"Services Detail"** shall mean the service detail and confirmation schedule attached to the Master Services Agreement as Annexure A (and any future amendments or additions thereto) detailing the specific Service to be provided to the Customer.
- 1.22 **"SLA"** means service level agreement.
- 1.23 **"UNI"** means the physical interface or port that is the demarcation between the Customer and the service provider (METROFIBRE)
- 1.24 **"Uptime"** means total number of available minutes in a calendar month.

2 INTRODUCTION

2.1 Overview

- 2.1.1 This Agreement constitutes a Service Level Agreement ("SLA") between METROFIBRE and Customer for the support and maintenance of the Services provided by METROFIBRE to Customer as set out in the Master Service Agreement.
- 2.1.2 This SLA shall form part of the Master Services Agreement between the Customer.
- 2.1.3 In the event that there is a conflict between the provisions of this SLA and the Master Services Agreement, the provisions of this SLA shall prevail.

2.1.4 This Agreement outlines the parameters of all services covered as they are mutually understood by both Parties. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

2.2 Purpose & Objectives

2.2.1 The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent service support and delivery to the Customer by METROFIBRE.

2.2.2 The objectives of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the Customer.
- Match perceptions of expected service provision with actual service support and delivery.

2.3 Duration & Validity

2.3.1 This SLA shall commence on the agreed date and continue for the duration of the Master Services Agreement, unless terminated in accordance with the Master Services Agreement, as executed by the Parties.

2.3.2 This SLA shall remain valid until superseded by a revised SLA mutually agreed in writing between the Parties.

2.4 Scope

This SLA covers the availability and support of the Services as described in clause 3.

3 SERVICES AND SERVICE LEVEL DEFINITION

3.1 Commitment

3.1.1 METROFIBRE will provide Customer with a comprehensive warranty for contracted services provided by METROFIBRE to Customer. This SLA defines specific representations and guarantees provided to Customer for individual services. The SLA clearly identifies available recourse to Customer for any specific breaches of the SLA by METROFIBRE.

3.1.2 METROFIBRE is committed to providing a reliable, high quality network to support its services offered. Accordingly, METROFIBRE offers the Network Availability Guarantee.

3.1.3 If METROFIBRE fails to meet any of these guarantees, it will provide eligible Customers with a Service Credit as set forth below in this SLA. For the avoidance of doubt, the Customer's sole recourse for breach of any provision or service level shall be the provision of a Service Credit.

3.1.4 The parameters of the Bronze service level commitment are :

- There is no redundancy
- Single fibre entry
- NID has 1 x access port configured
- NID has one 1 x network port configured
- NID has option of one power supply either AC or DC

3.2 Network Availability and Response Times

BRONZE PREMIUM SERVICE - 99.00% uptime (equating to 7.2 hours per month downtime on average).

Response time - 1 hour

Mean time to respond - 7 hours

3.2.1 Network Availability guarantees provide that the METROFIBRE network (as defined in the applicable Service Detail or Master Services Agreement) will be available for the specified percentage of the time, dependant on the type of Service taken.

3.2.2 **Network Availability Process.** To receive credit for Network Availability non-compliance, Customer must request such credit within 7 business days from the date of the non-compliance.

3.2.4 **Network Availability Remedy.** For each cumulative hour of Network Unavailability in excess of the levels stipulated in 3.2, or fraction thereof in any calendar month, at Customers request, Customer's account shall be credited for the pro-rated charges for one day of METROFIBRE's Monthly Recurring Charge with respect to which a Network Availability has been non-compliant. The maximum credits for Network Availability shall not exceed 20% of Customer's Monthly Recurring Charge for the affected Service.

3.2.5 **Response Time** - this is the time taken for METROFIBRE to respond (acknowledge) that there is a fault on the Network. METROFIBRE will inform the Customer of the Network failure and give estimated times for the Network to be restored, once known.

4 SERVICE CREDIT CLAIM PROCESS

- 4.1 In order to initiate a claim for Service Credit, Customer must contact METROFIBRE's customer service group within seven (7) business days after the end of the month for which credit is requested. The Service Credit request must include:
- a) the Customer/End User name and contact information;
 - b) the date and beginning/end time of the claimed outage or failed metric; and
 - c) a brief description of the characteristics of the claimed outage or failed metric.
- 4.2 Customer will be notified via e-mail upon resolution of the request. If rejected, the notification will specify the basis for rejection. If approved, METROFIBRE will issue Service Credit to Customer's account, appearing on the next invoice issued. Multiple Service Credits will not be given for the same period of time, i.e., failure to meet multiple criteria during a period of time generates only a single Service Credit. The total number of all Service Credits for all failures to meet Guarantees occurring in a given month may not exceed 20% of the total Monthly Recurring charge actually paid by Customer for Service during that month. Service Credits will be credited against Customer's monthly payment for Monthly Recurring Charges and will not be received in the form of a refund.
- 4.3 The Guarantees and Service Credits provided for in this SLA assume compliance by Customer with the terms and conditions of its MSA with METROFIBRE, and the failure of Customer to comply with those terms and conditions may invalidate METROFIBRE's guarantees provided herein. No credit is available for a Customer that:
- a) restricts METROFIBRE from monitoring Customer's premises router;
 - b) does not provide the necessary reasonable access to personnel and facilities at the Customer's premises to enable METROFIBRE to perform comprehensive troubleshooting; or
 - c) whose account is not in good financial standing with METROFIBRE.
- 4.4 METROFIBRE is not liable for failure to fulfil its obligations hereunder if such failure is due to Customer or its customer's tampering with any equipment, or due to acts beyond METROFIBRE's reasonable control, such as Force Majeure.

5 CUSTOMER SUPPORT

- 5.1 METROFIBRE will establish at its own cost and expense, a Network Operations Centre which will be staffed on a 24 (twenty-four)-hour-seven-days-a-week basis and equipped with the necessary infrastructure to facilitate efficient communication in order to manage and support all user- and or network-related issues reported by the Customer.
- 5.2 The METROFIBRE NOC will be available 24 hours per day, 365/7 days per year to attend to all telephonic, e-mail and web-based support queries. The NOC can be contacted via channels defined in Annexure A, Escalation matrix.

- 5.3 The Customer shall report all faults to METROFIBRE in accordance with the notification procedure set out in clause 6, using either telephonic, e-mail or web-based media.
- 5.4 All e-mail requests to the METROFIBRE NOC (noc@metrofibre.co.za) will be answered within an estimated one business day.
- 5.5 Where assistance is required by either Party, this shall be requested through the METROFIBRE Network Operations Centre (NOC).
- 5.6 A copy of all contact telephone numbers and escalation matrix shall be made available by each Party to the other Party and must be updated as and when changes occur, and annexed to this SLA as Annexure A.
- 5.7 From time to time testing and routine maintenance will be required on the network infrastructure and will normally be performed during off-peak times (00:00 – 06:00).
- 5.8 Where testing or maintenance is required during the times stipulated in 5.8 above, a standard service interruption notification will be communicated to the Customer at least 7 (seven) calendar days prior, where possible.

6 FAULT REPORTING

- 6.1 METROFIBRE shall monitor the infrastructure platform and notify the Customer in the event of disruptions that will affect the delivery of service to the Customer.
- 6.2 METROFIBRE will use an automated Trouble Ticketing System to log all Customer and network-related faults.
- 6.3 Each trouble ticket logged shall be linked to a unique reference number for all such reported faults or failures.
- 6.4 METROFIBRE shall keep a fault log which includes at least the following details:
- reference number;
 - time reported;
 - reported by whom;
 - service affected;
 - symptoms;
 - action taken;
 - time restored;
 - root cause of the problem;
 - comments.
- 6.5 The Customer shall supply METROFIBRE with the following details when logging a fault:
- Customer reference number if applicable;
 - start time of the fault;
 - service(s) affected;
 - symptoms and nature of the downtime;
 - first line support performed by the Customer

7 REPAIRS & MAINTENANCE

- 7.1 Scheduled maintenance of the METROFIBRE network (or portion thereof) will not normally result in Service interruption or outage. However, in the event scheduled maintenance should require a Service interruption or outage, METROFIBRE will exercise commercially reasonable efforts to (a) provide Customer with seven (7) days' prior written notice of such scheduled maintenance, (b) work with Customer in good faith to attempt to minimise any disruption to Customer's services that may be caused by such scheduled maintenance, and (c) to perform such schedule maintenance during the non-peak hours of 0:00 (midnight) until 06:00 local time.
- 7.2 METROFIBRE will arrange for the necessary repairs arising in terms of this Agreement. METROFIBRE will carry the costs for faults arising in/from METROFIBRE's equipment. For faults arising in/from the Customer's equipment, the Customer shall be liable for all costs incurred in effecting repairs.

8. REPORTS

- 8.1 METROFIBRE will provide the Customer with an incident report for any Premium Service Affecting faults within twenty-four (24) hours (in the business window) of such fault occurring.
- 8.2 METROFIBRE will indicate, in the incident report, measures taken or to be taken in rectifying the fault, and to prevent recurrence of the fault.
- 8.3 Reports will be provided by METROFIBRE at monthly intervals to the Customer.

9. ESCALATION PROCEDURE

- 9.1 Should the Customer wish to escalate a problem, either because of the urgency of the problem, or because the Customer does not feel it is being given the priority it deserves, the Customer may contact the METROFIBRE NOC with the reference number and request that the problem be escalated.
- 9.2 If for whatever reason the Customer feels this to be insufficient, the METROFIBRE escalation matrix must be followed.
- 9.3 Each Party shall follow the sequence of escalation in accordance with the agreed Escalation Matrix, as included in Annexure A.
- 9.4 The METROFIBRE NOC/Service Manager will take the necessary steps to ensure that the call receives the appropriate priority and/or attention.

10. CHANGE MANAGEMENT PROCEDURE

- 10.1 Notification of all planned changes or maintenance schedules will be emailed to the Customer.
- 10.2 METROFIBRE NOC shall try and inform the Customer of any change or scheduled maintenance that will affect service at least seven (7) calendar days before the planned implementation date.
- 10.3 If the Customer requires that the planned changes or maintenance be stalled, postponed or rescheduled because of business-affecting reasons, these reasons must be reported to the METROFIBRE NOC within 24 hours of receiving notification from METROFIBRE.
- 10.4 METROFIBRE NOC will inform and consult with the Customer regarding any emergency change or maintenance to correct a fault that will affect service, at least one (1) hour before the implementation, if possible.
- 10.5 If and to the extent an emergency change is required and, after all attempts to inform the appropriate Customer representative as the Customer escalation matrix failed, METROFIBRE may make such a change provided it is otherwise in compliance with the Master Services Agreement, and shall as soon as reasonably practicable after making such a change and again upon termination of the emergency concerned, provide the Customer representative with full written details of such change and the reason or reasons therefore.
- 10.6 All changes are managed by the MFN NOC. The start of the change is logged, the change is implemented by trained technical personnel and overseen by a METROFIBRE supervisor. The end of the change is logged and the success thereof logged and recorded.

11. SERVICE PERFORMANCE REVIEWS

- 11.1 Service targets shall be reviewed every month, at which time formal review meetings can be held to discuss conformance to targets.
- 11.2 METROFIBRE hereby appoints the following Account/Service Manager, for the purposes of this Agreement:

Bronte Lester

- 11.3 The Customer hereby appoints the following Account/Service Manager, for the purposes of this Agreement:

.....

- 11.4 Either party may amend the Account/Service Managers from time to time, in their sole discretion on written notice to the other party.

12. EXECUTION

SIGNED at _____ on _____ 2018

For and on behalf of

METRO FIBRE NETWORKX (PTY) LTD

Signature

Name of Signatory

Designation of Signatory

SIGNED at _____ on _____ 2018

For and on behalf of the Customer

Signature

Name of Signatory

Designation of Signatory

END

ANNEXURE A - ESCALATION

LOGGING A TICKET

The following channels are available for the logging of a support ticket:

Email noc@metrofibre.co.za
Web <https://support.metrofibre.co.za/portal/home>
NOC Telephone 087 151 4049

INTERNAL MFN ESCALATION

All MFN personnel in the Escalation Matrix in are automatically notified when a Severity 1 or Severity 2 fault occurs.

MFN CONTACT LIST

Title	Name	Phone	Email
NOC Supervisor	Supervisor	087 151 4049	noc@metrofibre.co.za
NOC Fault Manager	Army Mavuso	081 497 0144	armym@metrofibre.co.za
NOC Technical Manager	Rory Lane	078 3094 797	roryl@metrofibre.co.za
NOC Manager	Aubrey David	083 200 6791	aubreyd@metrofibre.co.za
Head of Operations	Pieter Jordaan	082 268 0596	pieterj@metrofibre.co.za
CTO	Johan van der Lith	082 460 4299	johanvl@metrofibre.co.za

METROFIBRE ESCALATION MATRIX

Should the times stated in the Summary of Severity Levels be exceeded, or any update intervals are exceeded by one hour, the service provider may contact the escalation personnel in priority order as below with the fault reference number.

If no response received within the said time frame, contact the following person ins order of escalation:				
	SEVERITY	If no response received within:		
		1	2	3
1	NOC Fault Manager	1 hour	1 hour	6 hours
2	NOC Technical Manager	1.5 hours	2 hours	8 hours
3	NOC Manager	2 hours	4 hours	12 hours
4	Head of Operations	3 hours	5 hours	16 hours
5	CTO	4 hours	6 hours	

CUSTOMER

ORDER/ESCALATION	ESCALATE TO:	ESCALATION CONTACTS	CONTACT	E-MAIL
1.				
2.				
3.				