

# BUSINESS SLA - GOLD

PING INTERNET, a Division of IO Verified (Pty) Ltd (hereinafter known as "PING INTERNET")

And

The Customer (hereinafter known as the "Customer")

## 1. Interpretation

In this Agreement, unless the context otherwise indicates:

1. the singular shall include the plural and vice versa.
2. reference to the masculine gender shall include the feminine gender and vice versa.
3. natural persons shall include created entities (corporate or unincorporated) and vice versa.
4. the headings in this Agreement are used for the sake of convenience and shall not govern the interpretation hereof.

## 2. Definitions

In this Agreement, unless the context otherwise indicates:

1. "Day" shall mean 24 (twenty-four) consecutive hours.
2. "Excluded Event(s)" shall mean the events excluded from the Target Service Level, as defined in paragraph 5.2.
3. "Hours" shall mean 8am until 5pm, weekdays, excluding weekends and public holidays.
4. "Initial Period" shall mean the 'period' as defined in the Service Contract.
5. "Peak Information Rate (PIR)" shall mean the maximum data transfer rate (whether such maximum is the result of configuration or physical limitations) of a Primary Interface in any direction (TX or RX) at a time.
6. "Peering Locations" shall mean the closest Data Centre where PING INTERNET has an active presence at the time.
7. "Presentation Interface" or "Primary Interface" shall mean a physical interface on the PING INTERNET outdoor radio at the Customer service address, through which PING INTERNET and the Customer exchange network traffic as part of a Service.
8. "Service(s)" one or more of the wireless PING INTERNET Professional services provided by PING INTERNET to the Customer, as set out in the Service Contract.
9. "Service Charges" shall mean the monthly PING INTERNET Professional package Service fee (excluding equipment rental or telephone airtime) that PING INTERNET charges, as set out in the Service Contract, and may be subject to change with or without notice.
10. "Service Contract" shall mean the agreement between the parties in terms of which the Services are rendered to the Customer by PING INTERNET.
11. "Service Faulty" shall mean the inability to render the Service, as defined in paragraph 4.
12. "Target Network Latency" shall mean 40ms (forty milliseconds), measured over 5 (five) minutes.
13. "PING INTERNET Network Monitoring System" shall mean the system or group of systems maintained and operated by PING INTERNET for the purpose of collecting and storing data on the performance and status of the PING INTERNET network. PING INTERNET network is the self-owned network used by Ping Internet.

## 3. Duration

1. This Agreement will endure for the Initial Period or until terminated by either providing the other not less than one calendar month written notice. Acceptance of the cancellation by the Customer is subject to acceptance from PING INTERNET, in writing.
2. This Agreement shall automatically terminate in the event of the provision of the last remaining Service being terminated for any reason, including but not limited to the termination of the Service Contract.

## 4. Service Level Criteria for GOLD

The Service is regarded as "Service Faulty" in the event that a service call has been logged relating to Service(s), as per the PING INTERNET Fault Reporting and Escalation Procedure, in any of the following conditions:

1. In respect of a Presentation Interface, is not capable of exchanging Internet Protocol datagrams with PING INTERNET network equipment located in any Peering Location.
2. The Average Network Latency, measured over a 5 (five) minutes period, between the Presentation Interface for such Service and the closest Peering Location, exceeds the Target Network Latency.



3. The Target Packet Delivery Rate is less than ninety-nine percent (**99.0%**) per annum. The Measured Packet Delivery Rate shall mean, in respect the Presentation Interface for a given service, the proportion, expressed as a percentage, of data packets received at such Presentation Interface that are successfully delivered at, and forwarded from, a Peering Location. Packets discarded as a result of the enforcement of the Peak Information Rate on such Presentation Interface by PING INTERNET shall be excluded from the calculation of the Measured Packet Delivery Rate.
5. **Target Service Level for GOLD**
  1. In the event of "Service Faulty",
    1. PING INTERNET has a maximum of 10 (TEN) Hours to respond to and acknowledge the Customer's logged fault. This response can be telephonically, via electronic communication mediums or on-site.
    2. PING INTERNET has a maximum of 1 (ONE) Day from logged fault, to resolve the "Service Faulty" condition.
  2. The following events are excluded from the Target Service Level
    1. PING INTERNET is awaiting feedback from the Customer to provide more information or test the Service.
    2. PING INTERNET is unable to gain access to the equipment or premises where the Service is installed.
    3. Natural disasters, riots, civil unrest, or unavailability of electricity.
    4. Where the Customer is in breach of the PING INTERNET Acceptable & Fair Usage Policy.
    5. When the Customer account is in arrears.
    6. Signal quality has deteriorated because of Line-of-Sight related problems such as trees, buildings, or other obstacles.
    7. Network maintenance as set out in paragraph 8.
    8. **Loadshedding** levels higher **than level 4 (four)** in any area that is supporting the data delivery to the Customer.
6. **Measurement**  
PING INTERNET shall be solely responsible for measurement in respect of the Service Level Definitions as set out at paragraph 5 above. Data collected for this purpose by the PING INTERNET Network Monitoring System and/or PING INTERNET Support Ticket System shall be the sole reference as to the existence of a breach in any Service Level Target. PING INTERNET shall make any data so collected available to the Customer upon written request.
7. **Service Level Credits for GOLD**
  1. The Customer shall be entitled to a Service Level Credit in respect of any breach of a Target Service Level set out above at paragraph 5, save that:
    1. In the event that a single event or sequence of events causes the simultaneous breach of more than one Target Service Level, as set out in paragraph 5 above, with respect to an individual Service, then the Customer shall be entitled to a single Service Level Credit in respect of the Service; and
    2. In the event that a breach of a Target Service Level is caused by any Excluded Event, the Customer shall not be entitled to a Service Level Credit in respect of such event; and
    3. Notwithstanding anything to the contrary contained herein, the total monetary value of all Service Level Credits claimed by the Customer during any calendar month shall not exceed the Service Charges payable during that calendar month.
  2. Service Level Credits must be requested by the Customer within TWENTY-ONE (21) calendar days from the date of Service Faulty event, in which entitlement to a Service Level Credit arose, failing which any such entitlement shall be deemed to have been surrendered by the Customer.
  3. Service Level Credits in respect of any Target Service Level breach, as set out below, are expressed as a percentage. Calculation of the monetary value of any Service Level Credit shall be calculated by multiplication of the indicated percentage by Service Charges, in respect of the relevant Service, during the calendar month during which such Service Faulty event occurred, excluding any taxes, surcharges or similar government charges in respect thereof.
  4. Service Faulty events shall entitle the Customer to the following Service Level Credits:

Time (T) exceeding Target Service Level	Service Level Credit
8 hours < T ≤ 24 hours	10%
24 hours < T ≤ 2 days	20%
3 days < T ≤ 4 days	40%
5 days < T ≤ 6 days	65%
6 days < T	100%



**8. Maintenance Windows**

1. The Customer acknowledges that in order to meet its obligations herein, PING INTERNET may from time to time be required to perform maintenance on equipment used in the provision of the Services.
2. Any impact on the Services as the result of the need to conduct maintenance shall be considered an Excluded Event, provided that:
  1. PING INTERNET informs the Customer, with as much notice as operationally possible in the circumstances and in any event not less than TEN (10) hours of the maintenance schedule, including:
    1. The scheduled start time.
    2. The expect duration; and
    3. The anticipated impact upon any Services.
  2. PING INTERNET endeavours, whenever circumstance permits, to seek approval from the Customer of the maintenance schedule, to allow the customer to plan and to inform its users of any impact upon the Services.

**9. Customer Responsibilities**

The Customer shall be solely responsible for all equipment and other facilities used in connection with the Service that are not provided by PING INTERNET. It will be the Customer's responsibility to insure all the equipment with their own insurance company, failing which not the client will be held responsible for all lost or damaged equipment.

**10. Litigation**

The parties' consent to the jurisdiction of the Magistrate's Court having jurisdiction over the Customer. The Customer shall be liable to PING INTERNET for all costs incurred on the scale as between attorney and Customer, including collection commission.

**11. Waiver**

No indulgence, latitude, extension of time or omission by PING INTERNET shall constitute a waiver by PING INTERNET of any of its rights arising from this contract and shall not amount to a condonation by PING INTERNET of any act or omission on the part of the Customer and such conduct shall not, in any circumstances whatsoever, give rise to a defence of estoppel by The Customer.

**12. Variation**

The parties agree that this Service Level Agreement is the entire Service Level Agreement between them. No variation hereof, the waiver of any right, the release from any obligation or the consensual cancellation hereof shall be of any force and effect unless reduced to writing and signed by the parties.

\_\_\_\_\_  
Customer Full Name:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Commencement Date:

