

**SERVICE LEVEL AGREEMENT
Between**

180 DEGREE MARKETING (PTY) LTD
(Registration Number: 2006/015693/07)
Herein referred to as

“the Company”

and

Any client who makes use of Services or Software Provided by the Company
Herein referred to as

“the Client”

(both the Company and the Client are collectively referred to as **“the Parties”**)

1 INTRODUCTION

It is recorded and agreed that –

- 1.1 the Company provides IT Support Services, Licensed Software and IT Hardware products;
- 1.2 it is noted that the Client wishes to make use of Licensed Software products from the Company; and
- 1.3 wishes to engage the IT Support Services of the Company;
- 1.4 the Company has agreed to supply the Client with the Licensed Software and IT Support Service as detailed in this agreement and Annexures hereto; and
- 1.5 the Parties wish to record in this agreement, along with the [RPA](#) and the [DPA](#), their respective rights and obligations on the terms and conditions contained herein.

2 DEFINITIONS

- 2.1 "After Hours" means any time outside of the Business hours including weekends and public holidays.
- 2.2 "Business Hours" means normal working hours, Monday to Friday 08:00 till 17:00, excluding public holidays.
- 2.3 "Licensed Software Programs" means the Marconi Application and its associated databases, routines, tools and data.
- 2.4 "LTS" - Long Term Release of the standard packaged version, including updates, that has been certified for release by the Client.
- 2.5 "Severity 1 – Severe" means a critical fault, causing the Licensed Software Programs, or a business critical function within the Licensed Software Program, to become unavailable for use.
- 2.6 "Severity 2 – Moderate" means an impairment or degradation in the performance of the Licensed Software Programs while all their functions are still available.
- 2.7 "Severity 3 – Mild" means the Client requires assistance with a functionality or facility in the Licensed Software Programs, but all the functions are still available, and the performance is not impaired or degraded.
- 2.8 "Severity 4 – Project" means a specific Client requirement or an enhancement to the Licensed Software Programs, to be undertaken according to an agreed schedule.

3 DURATION & TERMINATION

- 3.1.1 This Agreement shall be deemed to have commenced on the Date as set out on the Order, signed by the Client, and shall endure in perpetuity, subject to either Party voluntarily terminating this Agreement with 3 (three) calendar months prior written notice, specifying a date for termination to the other Party.

4 SUPPORT SERVICES

Where included on an Order signed by both the Client and the Company, for the Duration detailed on the Order, the Company will supply some or all of the following Services;

4.1 Implementation Services

the Company will supply, install, configure, test and prepare the Licenced Software Programs at the premises of the Client or in a Hosted environment contracted by the Client.

The software to be installed will be the latest Long Term Release of the standard packaged version, including updates, that has been certified for release by the Client.

4.2 Training Services

The Company shall provide training on the Licenced Software Programs for the Client's operational staff, to be nominated by the Client, covering the various modules of the Licensed Software Programs.

The training schedule shall be by mutual agreement between the Parties.

4.3 Help Desk / Telephonic Support Services

The Company will provide Help Desk Services, being second-line telephonic assistance to the Client in respect of the use of the Licensed Software Programs and related services.

The Client will log all support calls with the Company's Help Desk. Depending on the nature of the call, the Company will allocate each call logged to the support person with the appropriate expertise to attend to the problem. After-hours calls are to be logged with the Company's after-hours standby support personnel.

Where possible the Company will connect remotely through the Client's networks and provide on-line support to resolve the problem.

On successful resolution of the call, the Company will notify the Client, providing details of the steps taken to resolve the problem.

Target response times for Helpdesk Calls

The Company will endeavour to resolve queries, logged with the Company's Help Desk, within the timeframes detailed below;

Priority

Severity 1 – Severe	4 (Four) Business Hours
Severity 2 – Moderate	8 (Eight) Business Hours
Severity 3 – Mild	24 (Twenty-Four) Business Hours
Severity 4 – Project	Target Date Driven (by mutual agreement)

Calls which are not resolved within the agreed time will be reviewed daily and escalated appropriately within the Company's support structure, until resolved satisfactorily.

4.4 Application Support Services

The Client will be using the "LTS" version of the Licenced Software Programs with additional customized functionality programs.

Any software development enhancements or fixes, applied to the LTS version, will be supplied to the Client for testing and Sign off, and applied to the Client's operational sites as and when necessary.

In consultation and co-operation between the Parties, the Company will perform the updates to the operational sites, to ensure that the Client is kept up to date with the latest release of the Licensed Software Programs.

The Client may request software changes to the software through the Company's change control process. All these requests will be evaluated by the Company and if they can be added to the LTS version, a quotation for the development cost will be submitted by the Company for approval by the Client.

All requests for software changes will be directed to the Company in writing as per the Company's software change control process document. Any software changes must be formally specified and the Client is to provide the Company with these specifications through the Company's change control process in order for a quote for development to be generated. On the approval of a quotation, the software changes will be made to the LTS version of the Licensed Software Programs in release from the Company at that point in time. No new development can be applied to an older release of the Licensed Software Programs.

The Company will complete each software change request on a date to be agreed upon between the Parties on finalization of the quotation and order.

In using the Licenced Software Programs, the Client may from time to time identify a software malfunction or uncover an unforeseen problem in the software, and may report the problem to the Company. Problems that result in a correction or a bug fix are to be formally logged with the Company's Help Desk, who will assist the Client to provide a description of the problem and the appropriate evidence. The Company will assess the reported problem and establish the severity and possible impact of the fault, and decide on the action to be taken.

For business-critical "Severity 1 – Severe" problems, the Company may make a fix, or may suggest an operational 'workaround', and apply the fix / 'workaround' to the Client's operational sites, while notifying the Client of this action. For non-business critical problems the Company will attend to the fault and notify the Client in which software update the fix will be released.

The LTS version is subject to periodic program updates and enhancements, which are made available by the Company to the Client to apply as required,

Included in the program updates are repairs and bug fixes as have been identified and reported on, by the client-base using the LTS version and corrected by the Company's development team.

The LTS version has only one development branch, and all bug-fixes and change requests are applied to this version. The implication of this is that the Client cannot receive a bug-fix or enhancement to the software if they have not consistently applied the program updates as released by the Company from time to time.

If the Client has not applied the program updates as and when released, then all the updates must be loaded in sequence before the Client can apply a bug-fix to a problem that they may have identified, or receive the benefit of a program change they have requested.

5 PAYMENT TERMS

- 5.1 The Parties agree that the Client shall pay the Company the monthly Service Fees as set out in the Order, monthly for the term of this Agreement.
- 5.2 The Company shall on or before the last business day of each month, submit to the Client an invoice plus Value Added Tax (VAT) in respect of the monthly service fees.
- 5.3 The invoice shall be paid monthly, within 30 (thirty) days from date of invoice.
- 5.4 A standard annual price increase will be calculated using CPI as a base and will be applied on the anniversary of the Order each year or on a date as agreed in writing by both parties.