



APPENDIX 7A - SERVICE LEVEL AGREEMENT

BETWEEN

MTN SA

(referred to in this appendix as "MTN")

AND

THE OLO

(referred to in this appendix as the "Customer")



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1. INTRODUCTION

1.1. Purpose and Objectives

The parties agree that MTN's obligation under this Service Level Agreement (**SLA**) is to ensure that the Services provided by MTN comply with the minimum service levels specified in this SLA. If MTN do not meet the minimum service levels specified in this SLA, the Customer will be entitled to a *pro rata* credit of the monthly fee for the Services in respect of which the minimum service level is not met. These credits shall be the Customers sole remedy for any non-performance by MTN as defined in this SLA.

1.2. Commencement Date

This SLA will commence on the Commencement Date.

1.3. Duration

This SLA shall terminate or expire as and when the Service Agreement between the Customer and MTN for the provision by MTN of Services terminates or expires.

1.4. Format

1.4.1. Words or phrases in this SLA shall be deemed to have the same meaning as those ascribed to them in the Service Agreement, unless otherwise indicated.

1.4.2. Words and expressions defined in any clause shall, for the purposes of that clause, bear the meaning assigned to such words and expressions in such clause

1.4.3. This SLA constitutes the whole of the agreement between the parties hereto relating to the matters dealt with in this SLA and save to the extent otherwise provided herein no representation, term or condition relating to the subject matter of this SLA not incorporated in this SLA shall be binding on any of the parties.

1.4.4. This SLA supersedes any service level agreement entered into between the parties prior to signature hereof. Any outstanding claims lodged against a previous service level agreement,



shall be dealt with in terms of that service level agreement.

1.4.5. No variation, addition, deletion, or cancellation will be of any force or effect unless reduced to writing and signed by the parties hereto or their duly authorised representatives.

1.4.6. No waiver of any of the terms and conditions of this SLA shall be binding or effectual for any purpose unless expressed in writing and signed by the party hereto giving the same, and any such waiver shall be effective only in the specific instance and for the purpose given. No failure or delay on the part of either party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

1.5. Written Notice

Where reference to written notice is made in this SLA, e-mail notices that have been acknowledged will be accepted as adequate notice.

2. DEFINITIONS

CNOC	means the MTN Central Network Operations Center;
Commencement Date	means the date on which this SLA is signed by authorized representatives from both the Customer and MTN;
Fault	means a material defect or impairment in a Service that causes an interruption in provision of that Service, or anything that gives rise to a request for assistance or a report, as described in this SLA;
Minimum Service Levels	means the minimum performance levels of the services to be provided to the Customer by MTN;
Monthly Service Fee	means any fixed monthly fee charged by MTN for an MTN provided Service, excluding variable or metered fees, or any other 3 rd party fees;
MTTR	means Mean Time To Repair, and is the average time to restore the Service during a Service Outage in a billing month;

<p>Pmax</p>	<p>means Maximum Penalty and refers to the maximum credit that the Customer can claim against a Service Outage during any billing month, expressed as a %. The following table specifies Pmax in relation to specific Services and guarantees:</p> <table border="1" data-bbox="636 416 1316 660"> <thead> <tr> <th data-bbox="636 416 995 477">Service</th> <th data-bbox="995 416 1163 477">Availability</th> <th data-bbox="1163 416 1316 477">MTTR</th> </tr> </thead> <tbody> <tr> <td data-bbox="636 477 995 537">Premium Metro Ethernet</td> <td data-bbox="995 477 1163 537">15</td> <td data-bbox="1163 477 1316 537">15</td> </tr> <tr> <td data-bbox="636 537 995 598">Protected Metro Ethernet</td> <td data-bbox="995 537 1163 598">15</td> <td data-bbox="1163 537 1316 598">25</td> </tr> <tr> <td data-bbox="636 598 995 660">Unprotected Metro</td> <td data-bbox="995 598 1163 660">15</td> <td data-bbox="1163 598 1316 660">30</td> </tr> </tbody> </table>	Service	Availability	MTTR	Premium Metro Ethernet	15	15	Protected Metro Ethernet	15	25	Unprotected Metro	15	30
Service	Availability	MTTR											
Premium Metro Ethernet	15	15											
Protected Metro Ethernet	15	25											
Unprotected Metro	15	30											
<p>Pro Rata Credit</p>	<p>means the credit payable for non-performance, in proportion to the Monthly Service Fee;</p>												
<p>Service Agreement</p>	<p>means the agreement, together with the terms and conditions, entered into between the Customer and MTN detailing the terms governing the provision</p>												
<p>SGP</p>	<p>means Service Guarantee Period, and refers to the period during which time MTN shall actively provide agreed to services to the Customer;</p>												

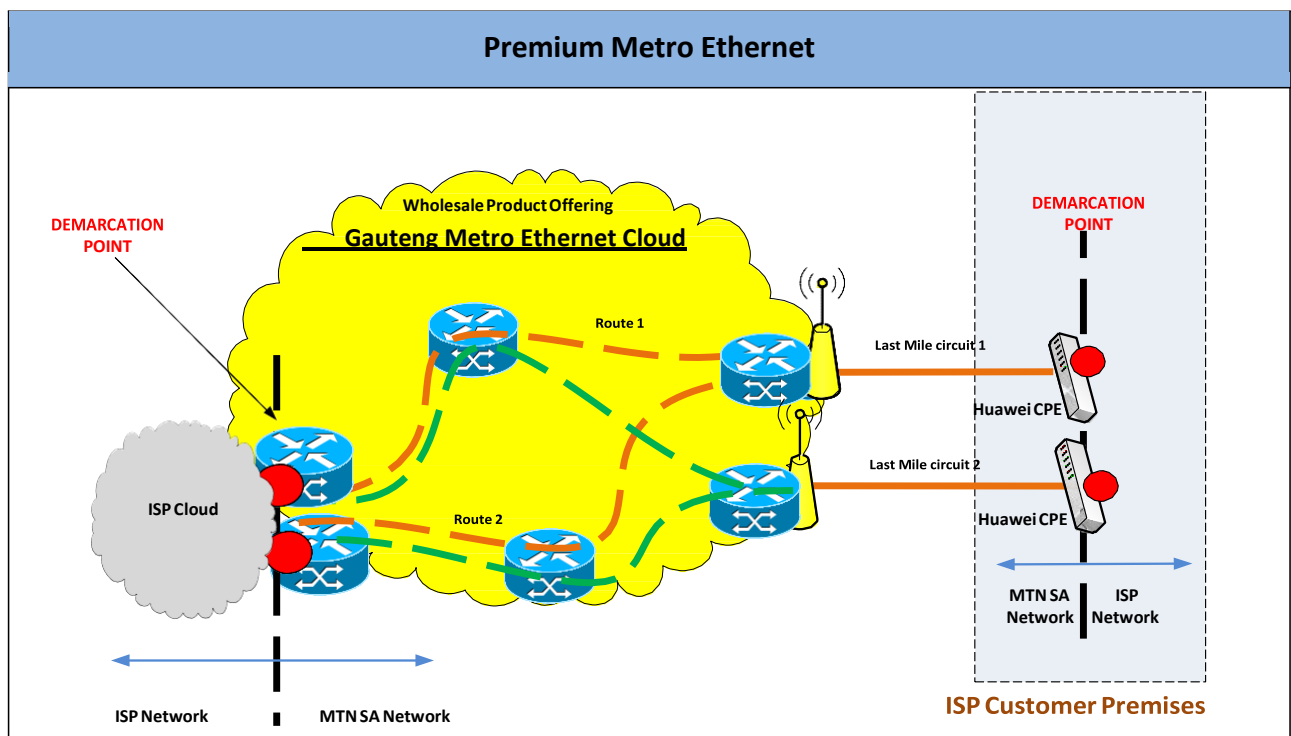
<p>Service</p>	<p>means the agreed to solution provided by MTN to the Customer, as specified in the Service Orders;</p>
<p>Service Levels</p>	<p>means the performance of the services provided to the Customer by MTN;</p>
<p>Service Orders</p>	<p>refers to the document or form signed by both the Customer and MTN, detailing the service description, pricing and delivery of the services provided by MTN to the Customer;</p>
<p>Service Outage</p>	<p>means an unscheduled period during which the Service is interrupted and unavailable for use by Customer for sixty (60) or more seconds within a 15 minute period;</p>
<p>SLA</p>	<p>means this Service Level Agreement;</p>
<p>Trouble Ticket</p>	<p>means a method used by the MTN help desk to record a perceived Fault, including a Service Outage or a failure to meet an agreed to guarantee. A unique Trouble Ticket reference number will be raised and given to the Customer and should be used each time the Customer calls in to the help desk for any Fault update or, if appropriate, to inform MTN of restoration of the Service.</p>

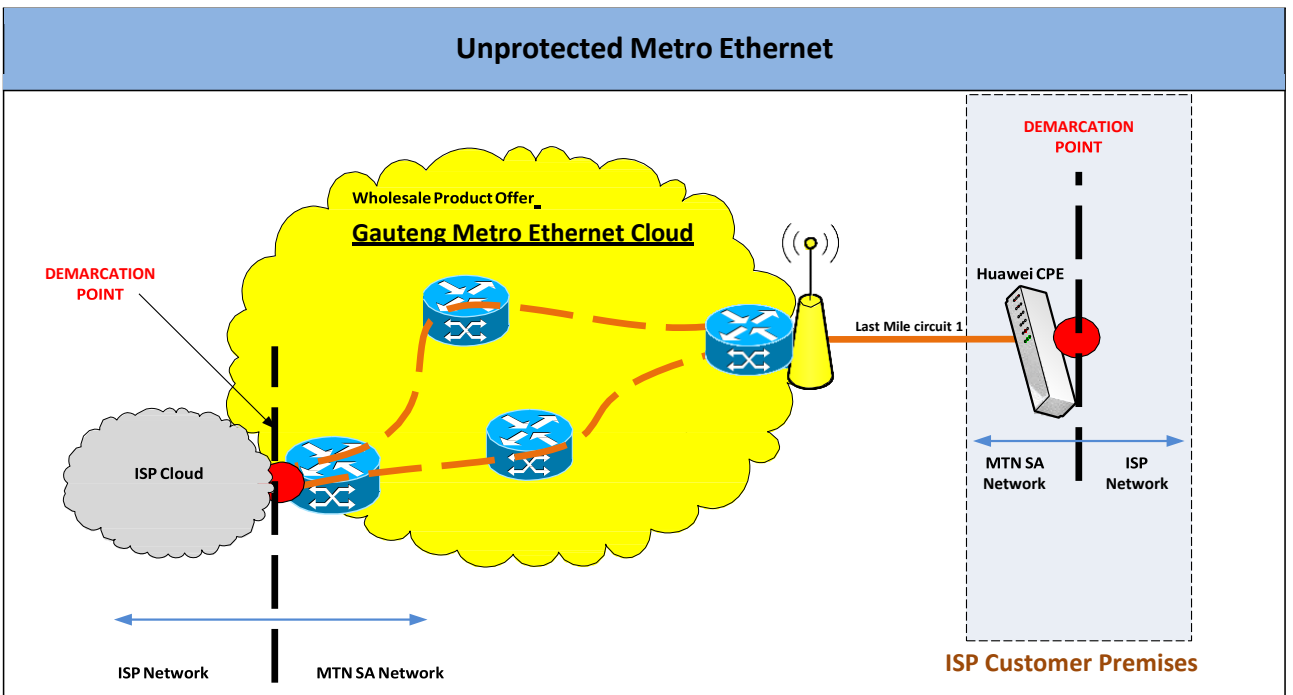
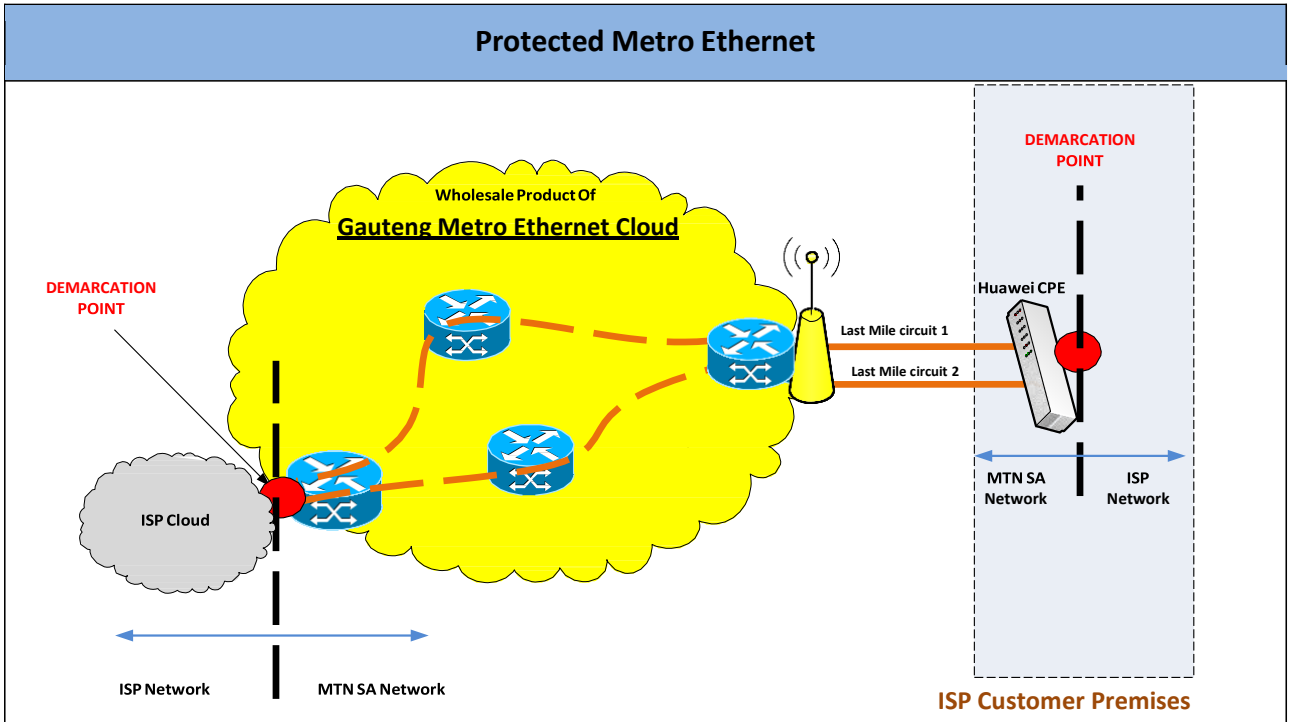
3. SERVICE GUARANTEE PERIOD

3.1. The following SGP shall apply, during which the Service shall be guaranteed:

Guarantee Period	Services Covered	Time Zone / Period
24 x 7 x 365	<ul style="list-style-type: none"> Premium Metro Ethernet Protected Metro Ethernet Unprotected Metro Ethernet 	Greenwich Mean Time (GMT +2)

4. SERVICE DESCRIPTION





5. FAULT CLASIFICATION

Fault Classification	
Classification	Criteria

Priority 1	<ul style="list-style-type: none"> • Total loss of service • Degraded service (i.e. the service is degraded to the extent where the Customer is unable to use it and
Priority 2	<ul style="list-style-type: none"> • Degraded service (i.e. the service is degraded, the Customer is able/still wants to use it and is not prepared to release it for immediate testing)

6. SERVICE GUARANTEES

6.1. Availability

Service Availability Guarantees					
		Allowable Downtime per Month (minutes) *			
		28	29	30	31
Premium Metro Ethernet	99.95%	20	21	22	22
Protected Metro	99.50%	202	209	216	223
Unprotected Metro	99.00%	403	418	432	446

* Divided into months consisting of 28, 29, 30 and 31 days

6.1.1. Availability is calculated in relation to Priority 1 faults only;

6.1.2. Measurements are based on the MTN Trouble Ticket system only, and does not include time covered by exclusions under Clause 7;

6.1.3. The calculation of Availability does not include periods of Service degradation, such as slow data transmission;

6.1.4. Monthly Service Availability Calculation (%) =

$$\left(1 - \left(\frac{\text{Total minutes of Service Outage per}}{\text{Days in month} \times 24 \text{ hours} \times 60 \text{ minutes}} \right) \right) \times 100$$

6.2. MTTR

Service MTTR Guarantees	
Service	MTTR (Hours)
Premium Metro Ethernet	1
Protected Metro Ethernet	4
Unprotected Metro Ethernet	8

6.2.1. MTTR may be claimed in addition to Availability for the same outage if both guarantees have been violated;

6.2.2. MTTR is calculated in relation to Priority 1 faults only;

6.2.3. The Service Credit will be calculated as a percentage of the Monthly Service Fee for the affected circuit(s), and not as a percentage of the Monthly Service Fee for all circuits the Customer has in use;

6.2.4. MTTR is calculated as a monthly average of the time taken to repair all Service Outages on each circuit;

6.2.5. The number of Service Outages is calculated from the number of corresponding Trouble Tickets for Service Outages opened during the billing month for the Service;

6.2.6. MTTR Calculation (Hrs.) =

$$\frac{\text{Cumulative length of Service Outage(s) per Circuit}}{\text{Total number of Trouble Tickets for Service Outages per billing month per Circuit}}$$

7. EXCLUSIONS

7.1. General

The following exclusions apply to all obligations of MTN contained in this SLA:

7.1.1. Any act or omission on the part of Customer, its contractors or vendors, or any other entity over



which the Customer exercises control, or has the right to exercise control;

7.1.2. Scheduled maintenance on the part of MTN or its affiliates and is defined as an event for purposes such as Network maintenance, and/or as a result of Network re-design/re-configuration activities (“maintenance”). MTN shall give the Customer 7 (seven) days’ notice prior to such maintenance being performed. MTN shall ensure that the maintenance will be carried out in a maintenance window between 2am and 6am (CAT) on the day scheduled. If the maintenance only affects the Service provided to the Customer and no other MTN customer, it shall not be unreasonable for the Customer to request that the planned outage event be delayed, provided that the Customer approves such outage event taking place within a period not exceeding 48 (forty eight) hours after the time originally proposed by MTN for the maintenance, and MTN agrees to the said request. In instances where the planned maintenance is delayed by the Customer, the Customer shall indemnify MTN from any and all losses and/or damages that may result from the aforementioned delay;

7.1.3. Unavailability of service or performance issues related to non-MTN provided Customer Premises Equipment (CPE) at a Customer site;

7.1.4. Instances or events of Force Majeure, as defined in the Service Agreement;

7.1.5. MTN excludes from the measurement of Trouble Ticket duration any time identified on the Trouble Ticket as “Customer Time”, which is any time attributable to or caused by the following:

7.1.5.1. Incorrect or incomplete callout information provided by the Customer that prevents MTN from completing the trouble diagnosis and restoration of the Service;

7.1.5.2. MTN, or its duly authorized representatives, being denied access to service components at the Customer site when access is required to complete trouble shooting, repair, restoration, diagnosis or acceptance testing;

7.1.5.3. Customer’s failure or refusal to release the Service for testing;

7.1.5.4. Customer is unavailable to verify that the Service has been restored, thereby denying MTN the opportunity to close the Trouble Ticket.

7.1.6. Service Availability measurements do not include periods of Service Outage resulting in whole or in part from one or more of the following causes:

7.1.6.1. Any act or omission on the part of any third party other than an MTN affiliate or a local access provider;

7.1.6.2. Periods of service degradation, such as slow data transmission;

7.1.6.3. Customer inquiry for circuit monitoring.

8. SERVICE CREDITS

8.1. Service Availability

Service Availability Credits		
Guarantee Breached		Credits as a % of MRC
Minutes From	Minutes To	
1	45	2
46	90	5
91	315	8
316	630	11
631	1260	14
>1261	-	15

8.2. Service MTTR

8.2.1. Premium Metro Ethernet

Service MTTR Credits (Premium Metro Ethernet)		
Above Guarantees		Credits as a % of MRC
0 hours, 0 min, 01 sec	1 hour, 59 min, 59 sec	2
2 hours	3 hours, 59 min, 59 sec	4

4 hours	7 hours, 59 min, 59 sec	6
8 hours	11 hours, 59 min, 59	8

8.2.2. Protected Metro Ethernet

Service MTTR Credits (Protected Metro Ethernet)		
Above Guarantees		Credits as a % of MRC
0 hours, 0 min, 01 sec	1 hour, 59 min, 59 sec	2
2 hours	3 hours, 59 min, 59 sec	8
4 hours	7 hours, 59 min, 59 sec	14
8 hours	11 hours, 59 min, 59	20
12+ hours	-	25

8.2.3. Unprotected Metro Ethernet

Service MTTR Credits (Unprotected Metro Ethernet)		
Above Guarantees		Credits as a % of MRC
0 hours, 0 min, 01 sec	1 hour, 59 min, 59 sec	2
2 hours	3 hours, 59 min, 59 sec	10
4 hours	7 hours, 59 min, 59 sec	18
8 hours	11 hours, 59 min, 59	25
12+ hours	- 30	30

9. MAXIMUM CREDIT

The maximum credit payable in terms of this SLA shall be Pmax, as defined in clause 2 (Definitions). The aforementioned maximum credit shall be the sole and exclusive remedy available to the Customer with respect to any and all damages, arising from this SLA and the Service Agreement.

10. CLAIMS PROCEDURE

Claims against non-performance by MTN can only be instituted by the Customer via writing (letter or



email),
addressed to the Customer's MTN Account Manager.

11. PROBLEM MANAGEMENT

11.1. Reporting a Fault

11.1.1. To report a Fault, the Customer must notify the CNOC to open a Trouble Ticket. A Fault without an appropriate Trouble Ticket will not qualify for Service Credits in the event of non-performance.

11.1.2. A Fault can only be reported via the following means:

Report a Fault	
Telephonically	083 869 0685
Via email	CNOC_Service_Management@mtn.com

11.1.3. The following information must be provided when reporting a Fault:

11.1.3.1. Type of problem being experienced

11.1.3.2. Company Name on account

11.1.3.3. Site name (example, E501)

11.1.3.4. Site access hours and testing hours

11.1.3.5. Circuit ID

11.1.3.6. Technical Contact

11.1.3.7. Physical Address



11.2. Escalation Procedure

11.2.1. When the normal trouble repair process does not meet the Customer's needs, the Customer must follow these basic escalation procedures if it wishes to escalate:

11.2.1.1. Call the CNOC (083 869 0685) and ask to speak to the Team Leader.

11.2.1.2. Supply the trouble ticket reference number.

11.2.1.3. Provide the steps the Customer has taken to this point. The Team Leader will discuss the status of the Customer's trouble report and provide the Customer with additional information regarding completion of the repair.

11.2.1.4. If at any time the Customer is not satisfied with the progress, the Customer must please contact the CNOC Service Manager directly:

Service Manager	
Name	Revan Naidoo
Telephone	083 222 1937
Email	Revan.Naidoo@mtn.com



12. SIGN OFF AND ACCEPTANCE

MTN

Person	Capacity	Signature	Date
	GM Carrier Services		dd/mm/yyyy
	Senior Manager: Managed Infrastructure		dd/mm/yyyy
	GM Network operations		dd/mm/yyyy
	Carrier - Enterprise Segments Manager, Marketing		dd/mm/yyyy
	GM: Network Group – Infrastructure & Technology		dd/mm/yyyy
	SM: Wholesale Solutions		dd/mm/yyyy
	SM CNOC		dd/mm/yyyy
	Manager: Services, CTO		dd/mm/yyyy

THE CUSTOMER

Person	Capacity	Signature	Date
			dd/mm/yyyy
			dd/mm/yyyy