



# BitCo

Internet | Voice | Connectivity

## CONNECTIVITY SERVICE LEVEL AGREEMENT

**Rose Courtz Trading Pty Ltd trading as BitCo**, a Company, registered in terms of the laws of the Republic of South Africa, with registration number 2014/109049/07, of Paracon House, Cnr Lima and Olive St, Olivedale, Johannesburg, South Africa ("BitCo ") and

\_\_\_\_\_ /  
a company with limited liability, registered in terms of the laws of South Africa, with registration number of \_\_\_\_\_, and includes its holding company and subsidiaries as well as subsidiaries of its holding company from time to time (as such terms are defined in the Companies Act, 1973) ("The Client").

## SCOPE OF THE AGREEMENT

This agreement defines the responsibilities and obligations of BitCo with regard to maintenance of Metro Ethernet equipment supplied by BitCo.

## HOURS OF BUSINESS

The Office hours of BitCo are 08h00 – 17h00 Monday – Friday (excluding Public Holidays). During these times a BitCo representative will be available to receive the request from the client.

## UPTIME

- BitCo Guarantees 99% uptime per month
- All devices are monitored 24 x 7 by the BitCo network operations centre
- In the event of disrupted connectivity, the obstruction will be qualified and a technician will respond to the point of failure within 2 hours during normal business hours.
- BitCo technicians carry with them replacement parts for all deployed devices at all times
- Penalties can be claimed in the event that a client experiences 0.2% (Point two) percent below the specified operational uptime, BitCo, at the request of the customer shall process a pro rata credit to the value of 1% (one percent) from the monthly

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08600 24826 | info@bitco.co.za

[www.bitco.co.za](http://www.bitco.co.za)



- connection service fee. This will be calculated monthly starting from the commencement date.
- Penalty calculations will be based solely on the Customer's service ticket raised to report connectivity issues. The time the call was logged will be the sole basis for penalty calculations, until the service is restored. Credits will only be paid subject to the correct procedure for the raising of a service ticket being followed.
- In the event of any conflict between BitCo's subscriber terms and conditions and the terms and conditions of this SLA, the terms and conditions of this SLA shall prevail

## RESPONSIBILITIES OF BITCO

BitCo, at the charges set forth in this agreement shall maintain the equipment in a normal operating condition. Refer to Service Exclusions.

If a faulty unit cannot be repaired on-site, BitCo's personnel will replace the unit with a temporary replacement unit. The defective unit will be removed to a BitCo workshop for repair and returned at a later mutually convenient date. BitCo will ensure that all personnel are suitably trained and professionally managed.

BitCo will include unlimited site visits per month when necessary as part of this agreement / BitCo will include all necessary site visits and labour required to meet the stipulated service levels of this agreement. There will be no charge for these visits.

Service required outside of BitCo office hours will be quoted and charged for separately.

## RESPONSIBILITIES OF THE CLIENT

A designated client representative shall be elected by the client to handle all correspondence between BitCo and the Client.

Upon arrival at site, the client will allow BitCo personnel and specialised contractors to carry out repairs to equipment as per the agreement. The client will allow the removal of equipment to BitCo's workshop for repairs if repair cannot be affected on-site. The client is responsible for raising a service request in the event of disrupted service.



The client will ensure that the environmental conditions conform to the manufacturer's specifications. All time calculations measured under this SLA will be based on the service request log timestamp.

## SERVICE EXCLUSIONS

It is agreed that this agreement excludes services, repairs or replacements necessitated by:

Equipment:

- Abnormal operating conditions such as abnormally high or low temperature, humidity or dust;
- Damage caused by Acts of God, lightning, power surges, fire, water, accident, riots, acts of terrorism and civil disorder;
- Connection of unauthorised auxiliary equipment;
- Misuse of equipment;
- Electrical work external to equipment;
- Equipment damaged due to improper use;

The service agreement does not include:

- Hardware upgrades necessary to accommodate new revisions of software.
- Major software changes to the core of the system for new features.
- User training.
- External cleaning of equipment.

## EXCEPTIONS TO THIS AGREEMENT

The BitCo network operations centre has no obligation to support:

- Non-qualified network failure
- Router failure where BitCo did not explicitly provide the router as part of the solution delivered to the client
- Network related issues where the issue lies beyond the point of network termination provided by BitCo.

Nor events wherein:

- Safety of BitCo employees is potentially at risk
- Uptime is disrupted at the client site as a result of power outages
- Equipment has been tampered with.
- Equipment is lost or damaged due to theft or vandalism.



- Access to installed equipment is prohibited or limited by vandalism, acts of God, lighting, fire, riots, acts of terrorism and civil disorder
- Where corrective measures may result in the team contravening any legal and/or safety guidelines or regulations, such as climbing masts in inclement weather.

## REQUEST PROCEDURE

All requests shall be forwarded to BitCo via the following: telephone 08600 24826, where a service representative shall assist and raise a service request whilst qualifying the point of failure or email [support@bitco.co.za](mailto:support@bitco.co.za), where the service request will automatically be generated and ticket number will be sent back to the client. A service representative will then contact the client to qualify the point of failure. Requests must come from the designated client representative(s).

## PERIOD OF SERVICE

The agreement shall commence from the first day of handover until the contract is terminated by expiration and cancellation of the contract following the correct procedures.

The client will be entitled to apply for premature termination of a contract due to this SLA not being met for 3 consecutive months.

In the event of cancellation of this contract by the client other than by reason of expiry of this contract, the client shall, subject to the provisions of section 14(3)(a) and (b) of the Consumer Protection Act 68 of 2008, provide BitCo with twenty (20) business days written notice of such cancellation.

BitCo may cancel the agreement 20 business days after giving written notice to the client of a material failure by the client to comply with this agreement, unless the client has rectified the failure within that time.

Upon cancellation of this agreement by either party, the client will remain liable to BitCo for any amounts owed to it in terms of this agreement up to the date of cancellation. Notwithstanding the above BitCo may, in the event of cancellation of this agreement by the client other than due to expiry of this agreement, impose a reasonable cancellation penalty with respect to any goods supplied, services provided, or discounts granted, to the client in contemplation of the agreement enduring for its intended term.



## CHARGES AND PAYMENT TERMS

If any services are provided outside the terms of this agreement, the client will be charged for all time spent and expenditure incurred at BitCo's prevailing rates in respect thereof then in effect.

All amounts payable by the client to BitCo in terms of this agreement exclude VAT. All invoices will be payable seven (7) days from date of invoice. Payment for the initial contract month must be paid on signature of the contract.

## LIMITATION OF LIABILITY AND WARRANTY

BitCo's liability in terms of this agreement will be completely discharged if the client attempts to correct or allows third parties to correct faulty equipment without the prior consent of BitCo.

BitCo's warranty under this agreement is limited to the provision of services and parts under the terms of this agreement, to maintain or restore the equipment to the best of its ability to good operating condition and working order, and in accordance with the application specifications for the equipment.

Without admission on any liability in the event of any harm/ any indirect, direct, special or consequential damages, including but not limited to, lost business and lost profits or anticipated expenses whether foreseeable or not, arising from any defect, failure or hazard arising from the manufacture, supply or installation of the product, BitCo undertakes to replace or repair the product manufactured, supplied or installed by BitCo.

Any warranty in terms of this agreement is concurrent with any other deemed, implied or express warranty; is void if the client has subjected the part, or the goods or property in which it was installed, to misuse or abuse; and does not apply to ordinary wear and tear, having regard to the circumstances in which the goods are intended to ordinarily be used.

The client hereby indemnifies BitCo in respect of any claim of whatsoever nature or howsoever such claim arises, if:

- (a) the unsafe product characteristic, failure, defect or hazard that results in harm is wholly attributable to compliance with any public regulation;
- (b) the alleged unsafe product characteristic, failure, defect or hazard
  - (i) did not exist in the goods at the time it was supplied to the client; or



(ii) was wholly attributable to compliance by the client with the instructions provided by the person who supplied the goods to the client.

#### FORCE MAJEURE

Neither party hereto shall have any liability by reason of failure to fulfill any obligations in terms of this agreement if force majeure or any events beyond the reasonable control of such party, occasions such failure. The onus of proving that such failure was occasioned by force majeure shall rest on the party alleging same.

#### AMENDMENTS

This agreement together with the equipment schedules and basic monthly charges agreement constitutes the entire agreement between BitCo and the client and supersedes all oral, written or implied agreements between the parties. All modifications, cancellations or amendments hereof shall not be binding unless reduced to writing and signed by both parties.

#### GENERAL

There are no warranties expressed or implied, oral or written, in fact, by operation of law or otherwise, except expressly stated herein. The headings to this agreement are used for the sake of convenience and shall not govern the interpretation thereof.

The law applicable to this agreement shall be the law of the republic of South Africa. The failure of any party hereto, to enforce at any time the provisions of this agreement shall in no way be construed to be a waiver of such provisions or of the right of any party thereafter to enforce each and every such provision.

The parties agree that BitCo will be entitled at its option to institute any legal proceedings arising out of this agreement in any magistrates' court, having jurisdiction over the client even if the cause of the action in question exceeds the jurisdiction of that court.

The parties respectively choose their domicilium citandi executandi for all purposes under this agreement, whether in respect of notices or other documents or communications of whatsoever nature at the following addresses.