

1. Lead Times

From receipt of a new signed service agreement, the times taken to implement the Hosting Services will be 2 weeks.

2. Duration and Effective Date

- 2.1 The Effective Date of this Schedule is the date when the Hosting Service/s first commences. Should the Effective Date occur after the date of signature of the Agreement, nothing herein contained shall be construed so as to give either party the right to cancel or rescind the Agreement before the Effective Date.
- 2.2 The provision of the Hosting Service/s shall endure for the Initial Period specified in the Cost Schedule, commencing on and with effect from the Effective Date.
- 2.3 Either party hereto shall be entitled to terminate the contract by way of 90 (ninety) days prior written notice of termination to be effective at the end of the Initial Period. Failing such notice of termination, the duration of the Service shall thereafter automatically renew for successive periods of 24 (twenty four) months each on the terms and conditions set out in this Schedule, subject to 30 (thirty) days prior written notice of termination effective at the end of the then-current 24 (Twenty Four) month period, and subject to an escalation in fees per clause 3.7 of the Standard Terms and Conditions.

3. CloudOS (WAP) – Service Description

- 3.1 **Facility:** The hosted resources will reside in FirstNet datacentre facilities located in Durban.
 - 3.1.1 Resource restrictions are based on resource pools of compute, memory and storage allocated per client.
 - 3.1.2 Resource allocation changes are subject to the completion of a signed contract amendment.
 - 3.1.3 Virtual Machine Guest operating system's not listed on the Microsoft HyperV compatibility matrix will be prohibited from running within the WAP platform due to compatibility and performance concerns. This is in the best interest of our clients.
 - 3.1.4 Compute, memory, network, storage and backup resources are restricted to single clusters. Additional resiliency can be provided on request and is subject to additional services.
 - 3.1.5 Office hours are defined as weekdays, 08h00 to 17h00. "After hours" are defined as weekdays 17h00 to 08h00, weekends or public holidays.

3.2 Networking

- 3.2.1 **Dedicated Solutions:** FirstNet will provide a single 10/100/1000Mbps Ethernet connection to the 1Gbps FirstNet Hosting Ethernet backbone (CAT 6e rating).
- 3.2.2 **Virtualised Hosting Solutions:** The virtualised hosting platform allows for direct connectivity onto the internet or connectivity to the internet via the outsourced firewall. Connectivity to dedicated infrastructure is offered via the outsourced firewall. No Layer- 2 extensions will be made to link virtual and dedicated environments.
- 3.2.3 **IP Addresses:** An IP address will be allocated per server. Further addresses will only be provided with suitable technical justification.
- 3.2.4 Any public or private IP address allocated for you to use as a part of the Cloud Services will remain allocated to you until (i) you release the IP address; (ii) your Cloud Services are terminated for any reason; or (iii) we decide to change any IP address, which we may do at any time and in our sole discretion by providing you with thirty (30) days' prior notice. Upon termination of this Agreement, you may no longer use any IP addresses or address blocks that we provided for your use in connection with the Cloud Services.

3.3 Consumption based variance pricing

- 3.3.1 The monthly price for a server is based on the server's Virtual Central Processor Unit(s) ("**VCPU**"), Virtual Memory ("**VMEM**"), Virtual Storage ("**VSTORAGE**") and Virtual Backup ("**VBACKUP**") resource configurations. The total server usage fees during a given billing cycle are the sum of the above configuration at their configured unit price. Increases or decreases to the resources allocated to each server(s) can be made during a billing cycle. Changes to a tenant resource pool are charged using a per second billing plan. A virtual machine may be powered down during a billing

cycle and this will render the cost of VCPU and VRAM at zero, all consumed VSTORAGE and VBACKUP will be billed at full price irrespective of the state of the virtual machine.

CloudOS (WAP) – Microsoft Licencing

3.3.2 Microsoft license usage in this environment is limited to:

3.3.2.1 Microsoft Service Provider License Agreement (SPLA) software

3.3.2.2 Customer owned Microsoft software that has active Microsoft Software assurance and covered by Microsoft SPLA Mobility rights.

3.3.3 The right to no up-front license fees and no minimum commitments.

3.3.4 The right to pay for actual use on a monthly basis (subscription license).

3.4 CloudOS (WAP) – Citrix Licencing

3.4.1 Citrix Service Provider (CSP) licence's are limited to be installed on Microsoft Service Provider License Agreement (SPLA) software

3.4.2 The right for customers to access or use the Citrix licensed products running on the service provider's environment.

3.4.3 The right to pay for actual use on a monthly basis (subscription license).

3.4.4 The right to no up-front license fees and no minimum commitments.

3.5 Use of Software

3.5.1 Customer acknowledges that all copyright and other intellectual property rights in and to the Software vest in FirstNet or its licensor and accordingly Customer undertakes that:

3.5.1.1 Customer shall not, under any circumstances reverse engineer, decompile, disassemble adapt or modify the Software;

3.5.1.2 Customer shall not copy or duplicate the Software in whole or in part;

3.5.1.3 Customer shall restrict the use of the Software as provided in this Agreement;

3.5.1.4 Customer shall not remove any copyright, trade mark or proprietary notices from the Software;

3.5.1.5 Customer shall take good care of the Software and shall use it strictly for the purposes provided for in this Agreement

3.5.1.6 Upon termination or cancellation of the licence granted hereunder, Customer will return the Software to FirstNet;

3.5.2 This Agreement does not confer any title to the Software upon Customer

4. Service Inclusions and Exclusions

4.1 Inclusions

4.1.1 Restoration of backup data within a virtual machine guest operating system is free of charge.

4.2 Exclusions

4.2.1 Restoration of entire virtual machines is subject to a once off fee of R 750.00. This charge is applicable where the request to recover the entire virtual machine is not as a result of any malfunction of the FirstNet WAP platform.

4.2.2 Excludes the management and maintenance of virtual machine guest operating systems and applications unless specified.

4.2.3 Hosting prices do not include access bandwidth costs, unless stated above

5. Installation and Operational Support

5.1 FirstNet shall provide the following installation and operational support in respect of the Equipment

5.1.1 Necessary power connections, equipment and terminal connections;

- 5.1.2 Operational support such as simple checking for faults, notification of faulty Equipment and replacement of spares provided by FirstNet, where available, at Customer’s cost;
- 5.1.3 Procedures for fault isolation and communication of existence of a fault in Equipment and escalation procedures in regard thereto.
- 5.1.4 Support shall be provided in accordance with the Customer Support Schedule.
- 5.1.5 FirstNet will not manage, alter, inspect, test or support application layer software, unless by prior arrangement

5.2 Remote management: Customers are required to install remote management software on all servers.

5.3 Support processes on existing solutions: Any servers brought in or removed after the initial dedicated hosting space or vault has been installed and signed over to the customer are required to be logged against our normal support ticket system. If at any time the customer needs to add or remove servers to/from the cabinet or vault a ticket must be sent to support@firstnet.co.za to allow FirstNet to make adequate provisions in the Data Centre. A minimum of 48 hours is required in order to prepare the Data Centre for additional servers.

5.4 Maintenance

5.4.1 **Scheduled Maintenance by FirstNet:** FirstNet reserves the right to perform scheduled maintenance on the network or other service components. 24 hours notice will be provided.

5.4.2 **Onsite maintenance:** A customer maintenance area is available by prior appointment for customer’s authorised Technical Contacts only. To gain access into the Data Centre the following is required by all Customers:

- A **Valid Service Request number** obtained by e-mailing support@firstnet.co.za **and**
- A **Valid South African ID** or passport, Drivers licence, or company ID card as printed by the company matching the same details as logged in our Technical Contacts database.
- Must have read and understood the FirstNet Datacenter Security Policy Document

5.5 Server Monitoring (Ping Port Protocol Monitoring)

5.5.1 Monitoring: The table below indicates the range of monitoring protocols (and monitoring intervals) available with any dedicated hosting solution. Only ICMP is mandatory with each hosted server; the other protocols are optional and are selected according to the applications which are run on each server.

Protocol	Description	Interval
ICMP	Mandatory with each dedicated hosting solution.	3 minutes
HTTP	Checks the availability and response time of Web servers.	3 minutes
HTTPS	Communicates with the server using version 2 or version 3 of the SSL.	3 minutes
SMTP and POP	Monitors an e-mail service by sending a message to a customer-supplied mailbox.	10 minutes
TCP Port	You are able to select any port to be monitored.	3 minutes

The responses are integrated into the FirstNet management engine and operators are alerted if 1 failed response is logged. The following rules apply to the monitoring service:

- A maximum of 5 services (ports) can be monitored per server hosted by FirstNet.
- One FTP port and one SMTP service can be monitored per server.

- Both the monitoring server and the customer’s server need to be able to resolve forward and reverse DNS entries for the system to work.

Failure procedure: On detection of a fault, the monitoring probe will immediately report that error to the FirstNet Helpdesk by automatically opening a Service Request. The alert is distributed to an engineer who investigates the fault. Simultaneously, the Customer’s Technical Contact is telephonically informed of the fault.

Fault Management: The control centre will be alerted when the warning and/or critical thresholds are reached. The following communications will be sent to Customers:

Warning threshold: the customer’s technical contact will receive an e-mail.

Critical threshold: the customer’s technical contact will receive an e-mail and an SMS.

FirstNet provides notification that server components are reaching their thresholds. It is the customer’s responsibility to ensure that this hardware is upgraded.

6. Service Level Performance Targets

The following table contains Hosting SLA parameter target values, against which the performance of the service will be measured on an on-going basis.

Parameter	Target Value
Power	99.9%
Hardware Service Availability	98.3%
Core Infrastructure	Durban
Availability	99.95%
Packet Loss	2%
Hosting Infrastructure	Durban
Availability	99.95%
Packet Loss	2%

7. Service Level Penalties

The below penalties will apply to the Service Provider should they not meet the guaranteed service levels targets	
1 Day Non Service	10% of Monthly Fee
2 Day Non Service	25% of Monthly Fee
3 Day Non Service	25% of Monthly Fee
4 Day Non Service	75% of Monthly Fee
5 Day Non Service	100% of Monthly Fee

8. Fault Logging Procedures

- All service requests and status queries on faults must be directed to the Support Centre.
- The email is support@firstnet.co.za
- The Service Provider will only respond to service requests that have been logged via the above email address and that has been issued a valid reference number.

- It is vital that as much detail is supplied to the FirstNet Support Centre on the description of the fault so that the technician allocated to the fault will be in a position to resolve the problem in as short a time as possible.
- All service requests will be logged into the FirstNet Faults tracking system.
- After the fault has been logged the Customer will be allocated a reference number and the Support Centre will contact the customer and perform no more than 15 minutes telephonic support before the call is allocated to a technician.
- A full service report on exactly what the technicians did can be supplied on request.
- A technician will report to site with the service request, the customer must sign and date the service request once he/she is happy that the fault has been resolved. A job will be considered complete only when the signed job sheet is returned to the Service Desk.

8.1 Fault Types, Service Charges and Responsibility

Fault Types: Faults fall into a number of categories as indicated in the table below. Should a FirstNet engineer rectify a fault which is related to categories 2, 3, 5 a call-out charge will be levied (see “Charges” below).

Fault type	Fault Description	Ownership	Responsibility	Applicable charges	TTR
1	Hardware failure	FirstNet owned equipment	FirstNet	No charge applicable	12 hrs for std hardware*
2	Hardware failure	Customer owned equipment	Customer	Charge applicable if FirstNet required to perform the repair	
3	Operating System (OS) failure		Customer	Charge applicable if FirstNet required to perform the repair	
4	Application software failure		Customer	Charge applicable if FirstNet required to perform the repair	
5	Remote operator errors/Customer error		Customer	Charge applicable if FirstNet required to perform the repair	
6	FirstNet Infrastructure failure (network/backbone)	FirstNet	FirstNet	No charge applicable	
* Turnaround times for non-standard hardware will depend on the service levels offered by the vendor of that hardware.					

9. Technology Modifications

- 9.1** FirstNet reserves the right to alter, modify, upgrade or update FirstNet’s network infrastructure, any technology, hardware or software (“modification”) that may form part of the Hosting Service/s.
- 9.2** Any modification to Customer’s Hosting Service/s shall be communicated in writing to the Customer 48 hours prior to the said modification and should the modification be unacceptable to Customer, Customer shall notify FirstNet of any reasonable objections that Customer may have in respect of the change within 48 hours of FirstNet’s written notification, failing which Customer shall be deemed to have accepted the change.
- 9.3** Should a reasonable objection be received by FirstNet, FirstNet will endeavour to accommodate the objection but reserves the right to decide in its absolute discretion whether or not such objection can be accommodated and how best to implement any consequent modification, if at all.