

1. APPLICABILITY

This Service Schedule for the purchase of Hosted PABX Services is subject to the signing of an agreement or Addendum between the customer and FirstNet, and is also subject to network availability.

2. DEFINITIONS

- 2.1. Terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement.
- 2.2. For the purposes of this Schedule, the following expressions shall have the meanings given to them hereunder: 2.2.1. “**CSRS**” means ‘Customer Site Requirements Specification’, a document that specifies the requirements at a Customer Site in order to enable FirstNet has to deliver the Service;
- 2.2.2. “**Customer Site**” means the site owned or leased by the Customer or any other site used to provide the Service;
- 2.2.3. “**Ethernet**” means interface conforming to The Institute of Electrical and Electronics Engineers Standards Association (IEEE 802.3- 2002, 802.1Q and 802.1D standards), as amended from time-to-time. The Ethernet TS has a limitation of being carried up to ninety (90) metres for direct Ethernet interconnections;
- 2.2.4. “**Interface**” means physical interface format in which the Customer and/or FirstNet shall deliver the signal to the Network, which in this instance is Ethernet;
- 2.2.5. “**IP**” means ‘Internet Protocol’, which means the method or protocol by which data is sent from one computer to another over the Internet;
- 2.2.6. “**Local Loop**” means the ‘last mile’ access link that connects the Customer Site to the nearest FirstNet PoP;
- 2.2.7. “**Planned Maintenance**” means any preventative, routine or scheduled maintenance which is performed with regard to the Service, the Network, the off-net Network or any component thereof, reasonably believed to be necessary in order increase capacity or to prevent or remedy a defect which may affect the Customer’s use of or access to the Services; 2.2.8. “**PoP**” in the context of this Service Schedule, means Point of Presence specifically relating to the FirstNet Network;
- 2.2.9. “**Service Credits**” means the credits due to the Customer for unscheduled Service Downtime calculated in accordance with clause 9;
- 2.2.10. “**Service Downtime**” means the amount of time the Service was unavailable;
- 2.2.11. “**Service Outage**” means an instance when the Customer is unable to route traffic to one or more Customer Sites via the Network, which results in Service Downtime; and 2.2.12. “**VPN**” means a network that uses shared infrastructure to provide secure connectivity between Customer Sites.

3. SERVICE DESCRIPTION

3.1. For purposes of this Service Schedule, the term “Services” consists of the following, to the extent selected in the relevant COF:

- 3.1.1. Hosted PABX
- 3.1.2. Handsets

3.2. Handsets

- 3.2.1. This will be any model of handsets as supplied by FirstNet for use on the Hosted PABX platform.

4. SERVICE LEVELS

The Service Levels are as outlined below.

- 4.1. Service availability shall be measured as a percentage of the availability of the Hosted PABX service to a Customer in a given month.
- 4.2. Service downtime is measured by the FirstNet Incident and Problem management system and shall be used to determine any Service Credits that the Customer shall be entitled to.
- 4.3. Service Levels as defined in this Schedule are applicable only for the Hosted PABX platform, a system hosted in the FirstNet data centre/s.
- 4.4. Service Credit calculation: $\text{Service Availability \%} = \frac{\text{Service Period} - \text{Service Downtime}}{\text{Service Period}}$
- 4.5. In those instances where FirstNet and its subcontractor fails to meet the committed Service availability target and a trouble ticket was opened with respect to the Service Downtime, the Customer shall be eligible for

Service Credits as described in the table below. The Service Credits shall be given in the form of a credit against the MRC reflected on the Customer invoice.

Service Availability	Service Credit % of MRC
99.0%	0%
<99.0% - 98.0%	5%
<98.0% - 97.0%	10%
<97.0% - 96.0%	15%
<96.0% - 95.0%	20%
<95.0%	25%

5. EXCLUSIONS

5.1. Service Downtime (or service credits) shall not include any unavailability resulting from:

- 5.1.1. Non-compliance with the provisioning of this service by the customer
 - 5.1.2. Site connectivity faults at the customer’s premise, such as WAN or Internet connectivity
 - 5.1.3. Failures of on premise LAN equipment and cabling
 - 5.1.4. Failure of power at customer premise
 - 5.1.5. Failure of customer equipment, systems, applications, connections or services not provided by FirstNet (including handsets not supplied by FirstNet)
 - 5.1.6. Circumstances beyond the reasonable control of FirstNet
 - 5.1.7. Anything which is associated with Scheduled downtime for Planned Maintenance;
 - 5.1.8. Interruptions or delays resulting from any third party services procured by the Customer;
 - 5.1.9. Any incident that affects the availability during any period when the Customer elects not to allow Planned Maintenance on the Service at the request of FirstNet, acting reasonably;
 - 5.1.10. Acts or omissions of the Customer, its agents, contractors or vendors (including the provision of inaccurate information knowingly or unknowingly), or user of the Service or Customer-caused outages or disruptions;
 - 5.1.11. Suspensions due to non-payment of any amount payable by the Customer to FirstNet under this Schedule; 5.1.12.
- Force majeure.

6. Logging a Service Request

There are several methods whereby a Client may log an SR. In order of preference there are:

6.1 Customer Zone <http://customerzone.firstnet.co.za>

The system will send an auto-reply containing the SR number. The TC should place a follow-up call to the FirstNet RR team if this auto-reply is not received within 30 minutes.

6.2 Email to support@firstnet.co.za

The system will send an auto reply containing the SR number. The TC should place a follow up call to the FirstNet RR team if this auto reply is not received within 30 minutes

6.3 Telephonically – 0861 989896

The SR will be logged and the TC will be given the SR number for future reference. This is the preferred method of logging a Sev1 Service Request

6.4 Severity Definitions, SR Priority and First Response Times

The severity of an SR indicates the impact of the SR on the Client’s business. The severity is determined by the Client at the time the SR is logged.

Severity Level	Impact
1	Interferes with CORE business functions – more than 75% of users affected
2	Interferes with NON CORE functions – 50% to 75% users affected

3	Interferes with NORMAL completion of work – 25% to 50% users affected
4	Query or planned change required

6.5 SR Priority Definition

The following apply to SR Prioritisation:

Priority	Definition
Very High	The incident renders a service unavailable and needs to be resolved “as soon as possible”
High	The incident is causing a degradation in service and is hampering business performance
Medium	The incident has minimal impact on the business
Low	The incident has no impact on the business

6.6 Service Request Resolution

SR Resolution may entail ownership changes within the various tiers in the RR team. Should the SR not be resolved, the escalation process will be invoked.

6.7 Escalation Matrix

The table below defines FirstNet’s internal escalation time frames.

Office Hours – 08h00 to 17h00 weekdays – <i>excluding public holidays</i>		
	% of SLA METRIC	Email updates
1 st esc	25%	Notification sent to SR Owner
2 nd esc	50%	Notification sent to RR Service Desk Group
3 rd esc	75%	Notification sent to Service Manager and RR Manager
4 th esc	90%	Notification send to Snr Operations Manager
5 th esc	100%	Notification send to Technical Manager

Clients may elect to escalate any SR at different time frames, based on the severity, using the below matrix.

Office Hours – 08h00 to 17h00 weekdays – <i>excluding public holidays</i>		
Level	Designation	Contact detail
1 st esc	Technical Manager	Sean van Niekerk 083 649 0003
3 rd esc	Director	Vaughan Gerson 082 577 7608

7. SERVICE CREDIT REQUEST AND SETTLEMENT PROCEDURES

7.1 To initiate a claim for Service Credits with respect to the parameters defined above, the customer shall submit a request in writing within thirty days after the end of the month during which the event occurred which gave rise to the claim for Service Credit.

- 7.2. For purposes of calculating the Service Credit, the problem occurrence will be deemed to have commenced when the trouble ticket is lodged by the Customer with FirstNet. If the Customer does not initiate a trouble ticket with FirstNet, FirstNet shall not be obligated to log a trouble ticket, and the Customer shall not be eligible to receive Service Credits for the non-compliance.
- 7.3. The duration of the Service Outage will be determined by the Parties, acting reasonably, based upon the Parties' internal records and FirstNet's trouble ticket.
- 7.4. In no event shall the total amount of all Credits issued to the Customer per month exceed twenty five percent (25%) of the MRC invoiced to the Customer for the affected Service for that month.
- 7.5. Credits are calculated after the deduction of all discounts and other special pricing arrangements, and may not be applied to governmental fees, taxes, surcharges, local access charges or any other charges other than MRC.
- 7.6. Service Credits are processed quarterly and are passed as a credit against the Customer's next invoice. If FirstNet approves the claim, FirstNet shall notify the Customer of the value of Service Credits to which the Customer will be entitled.
- 7.7. Any Service Credits calculated on the basis of a month shall be calculated with regard to a month being deemed to begin at 12:00am S.A. Time on the first day of a calendar month, and ending at 11:59pm S.A. Time on the last day of the applicable calendar month.
- 7.8. FirstNet, together with its subcontractor's failure to achieve or maintain the above service objectives set out in this Service Schedule is not a breach of the Agreement, and the award of Service Credits shall be the Customer's sole remedy and FirstNet's sole liability for any such failure or corresponding degradation, interruption or loss of Service

8. SERVICE PROVISIONING

- 8.1. The Customer shall be responsible for making available, at no cost to FirstNet, accommodation, power, mast space, ducting and other facilities as more fully set out in the CSRS document for each Customer Site, for the Contract Term of the applicable COF, for the purposes of housing the equipment required for the provision of the services to the customer.
- 8.2. The Customer shall be responsible for obtaining all third party approvals and consents necessary for installation and use of the services, where applicable.
- 8.3. Within seventy two (72) hours of completing the installation for the applicable Service, FirstNet will provide a Service Handover Form containing essential information required to configure and use the Service.
- 8.4. The Customer shall then conduct acceptance tests on the newly provided service for a period of two (2) Business Days following receipt of the Service Handover Form.
- 8.5. Should the Customer detect a fault on the Service during these acceptance tests, then the Customer shall notify FirstNet of such fault in writing.
- 8.6. The Customer may only reject a Service on the basis that the agreed technical specifications as set forth in the Service configuration diagram in the COF for the Service have not been met. If the Customer notifies FirstNet of its non-acceptance, further tests of the Service shall be conducted and a revised Service Handover Form shall be provided to the Customer.
- 8.7. The Service shall be deemed accepted by the Customer if no objection has been raised by the Customer within two (2) Business Days following receipt of the SHF.

9. CUSTOMER REQUESTED CHANGES AND PLANNED MAINTENANCE

- 9.1. FirstNet shall use reasonable endeavours to perform any agreed change as per agreed specifications required as per the below specified target timelines. The Customer must raise a change request stating the reason for the change, the type of change (Critical/Normal as defined by the Customer) and the impact on its users. The change request shall follow the normal change management process as communicated from FirstNet to the Customer from time to time:

Change Level	Description of changes	Respond	Resolve
1	Critical change required – more than 75% of users affected	2 hrs	1 bus day
2	Minor changes – 50% to 75% users affected	4 hrs	1 bus day
3	Planned systems changes that require off peak downtime	As scheduled	As scheduled
4	Additional users (excluding handset delivery)	1 bus day	3 bus day

- 9.2. The Customer hereby understands and agrees that any change requests mentioned above in Level 1 and 2 are Service affecting in nature. Hence, the Customer understands and agrees that the Service can be unavailable during the implementation of any such change requests. The time and date of the Service Downtime shall be discussed between the Parties.
- 9.3. Planned Maintenance which falls outside the scheduled maintenance window will be arranged with the Customer at least forty eight (48) hours before the Planned Maintenance commences.
- 9.4 All changes will be discussed with the customer before-hand and an agreeable process will be followed to ensure the least impact to the customer. Some changes might require 3rd part support or services to be rendered, which could result in longer resolution times than stipulated in the table above.