

# Master Services Agreement:

## Annexure A: Service Schedule - Master Services V10-11



Intelligent Technology



This **Master Service Schedule V10-11** replaces all previously signed/incorporated version(s) of the Master Services Schedule (if any). It forms part of the **Master Services Agreement**, and its provisions are an integral part of the Master Services Agreement. Words and expressions defined in the General Conditions shall (unless otherwise defined in this Master Services Schedule) bear the same meanings where used in this Master Services Schedule. In this Master Services Schedule, the following words and phrases shall have the following meanings unless the context otherwise requires:

### 1. Interpretation

- 1.1. "**24x7**" means 00h00 – 23h59 (+2:00GMT), Monday – Sunday, including public holidays.
- 1.2. "**Applicable Monthly Period**" means, for a calendar month in which a Service Credit is owed, the number of days a Customer is a subscriber for a Service.
- 1.3. "**Applicable Monthly Service Schedule Fees**" means the total fees paid for a Service that are applied to the month in which a Service Credit is owed.
- 1.4. "**Application Service Provider or ASP**" means an entity that provides, delivers, hosts, or manages software applications from a centrally located facility to customers through the Internet or a private network on a rental basis.
- 1.5. "**Base Labour Rate**" or "**BLR**" means the fee specified in the Service Fees Schedule for 1000 (one thousand) Support Units per hour of support rendered by a Tier-2 support resource during Bronze Coverage Hours.
- 1.6. "**Client**" means a computer that is not a Server and is capable of running software.
- 1.7. "**CL**" means a core license.
- 1.8. "**Covered Facility**" means all physical locations where the Customer has Virtual Machines, Servers and Clients.
- 1.9. "**Downtime**" is defined for each Service in the Services Schedule(s). Unless expressly stated, Downtime does not include Scheduled Downtime. Downtime does not include the unavailability of a Service due to limitations described below and, in the Services Schedule(s).
- 1.10. "**End User Support**" – means the initial level of support provided to the Customer's end users, including responding to initial telephone calls and emails. This support often involves situations where service users ask for technical assistance to resolve simple problems or obtain answers for "how to" questions".
- 1.11. "**Error**" means an unexpected and undesired result of Service functionality as it applies specifically to the Service.
- 1.12. "**Error Code**" indicates that an operation has failed, such as an HTTP status code in the 5xx range.
- 1.13. "**Extended Working Hours**" means 06h30 – 21h30 (+2:00GMT), Monday – Friday, excluding public holidays.
- 1.14. "**External Connectivity**" is bi-directional network traffic over supported protocols such as HTTP and HTTPS sent and received from a public IP address.
- 1.15. "**General Conditions**" means the general conditions forming part of this Master Services Agreement.

- 1.16. **"Help Desk"** means SP's helpdesk facility, which handles inquiries and administration for the Service.
- 1.17. **"Issue"** means a general dissatisfaction with non-working or not correctly working Service functionality, which may cause an Error.
- 1.18. **"Incident"** means (i) any single event or (ii) any set of events that result in Downtime.
- 1.19. **"Management Portal"** means the web interface through which customers may manage the Service.
- 1.20. **"MS"** means Microsoft Corporation.
- 1.21. **"PL"** means processor license.
- 1.21.1. **"Pooled Support Units"** means Support Units aggregated from one or more Subscriptions and allocated monthly. Pooled Support units are more fully described in paragraph 10.2.2.
- 1.22. **"PSTS"** means public switched telephone services.
- 1.23. **"Response Time"** means the time from when Technical Contact submits an issue until SP has acknowledged the service request.
- 1.24. **"SAL"** means subscriber access license.
- 1.25. **"Scheduled Downtime"** means periods of Downtime related to network, hardware, or service maintenance or upgrades. Before the commencement of such Downtime, SP will publish a notice or provide notification per our Change Management policies described in paragraph 6.
- 1.26. **"Server"** means a computer capable of running server software.
- 1.27. **"Service Credit"** means the amounts specified in the Regional Terms in paragraph 26 of this Master Services Schedule.
- 1.28. **"SLA"** means Service Level Agreement.
- 1.29. **"Service Level"** means the performance metric(s) set forth to meet in delivering the Services.
- 1.30. **"Service Level Agreement Liability Limit"** means the amounts specified in the Regional Terms in paragraph 26 of this Master Services Schedule.
- 1.31. **"Self-Support"** means the default support entitlement for all Subscriptions. Self-Support includes (1) eligibility to register users and systems in SP's Portal, (2) Complete access to service updates and errata links, (3) Access to Knowledgebase articles and Frequently Asked Questions, (4) The ability to open a support ticket for issues related to provisioning and billing. Self-Support does not include support for any operating system, application or service problems. Customers who wish to log service requests for Tier 1, 2 or 3 Support directly with SP must conclude a separate Reserved Support Services Schedule and associated Reserved Support Services Subscription.
- 1.32. **"Service Level Guarantee"** means the Response Time Commitment defined within this schedule and the Service Availability defined within each Service Schedule.
- 1.33. **"Service Resource"** means an individual resource available for use within a Service.
- 1.34. **"Success Plan"** shall have the same meaning as "SLA" or "Service Level Agreement". Unless otherwise specified, if a Customer has not subscribed to a Silver, Gold or Platinum Success Plan, the Service will be subject to a Bronze Service Level Agreement (**Bronze Success Plan**) and Bronze Coverage.
- 1.35. **"Software Products"** means any software made available or subscribed to as part of the Service.
- 1.36. **"Software Vendor"** shall mean the copyright owner of the Software Products.
- 1.37. **"Support Units"** means a unit of measure for support where 1000 (one thousand) Support Units is equal to 1 (one) hour of support rendered at the Base Labour Rate ('BLR').
- 1.38. **"Support Window"** refers to the period when there is support for a Service feature or compatibility with an individual product or service.
- 1.39. **"SPLA"** means the Software Vendor licensing agreement, which allows SP to deliver Software Vendor software subscriptions on a pay-per-use license fee basis. SPLA licenses provide third-party commercial use rights to service providers, who will be the holders of these Software Vendor licenses. Customers receiving software services are not required to obtain Software Vendor software licenses in their name. Instead, Customers receive the right to interact with software vendors' functionalities through the service providers' SPLA licenses.
- 1.40. **"Target Temporary Resolution or Workaround"** or **"TTRW"** means the time from when the Issue is reported to the SP until the SP diagnoses the problem and provides a workaround.

- 1.41. **"Technical Contact"** means the person nominated in clause 3.1 of this Master Services Schedule authorised to manage configurable aspects of the Service, including but not limited to management of Authorised Users.
- 1.42. **"Tier 1 Support"** means the first level of technical support provided as a response to inquiries exclusively from Technical Contacts to isolate and cure specific issues arising from the use of the Service that cannot be resolved internally by the Customer. Support is provided to the Customer by either (i) a third party or reseller or (ii) by SP where the Customer has available Pooled Support Units or Reserved Support Units.
- 1.43. **"Tier 2 Support"** means the second level of technical support provided by SP to (i) resellers who have completed a 5-step diagnostic process before escalating to SP and (ii) Customer Technical contacts where the Customer has available Pooled Support Units or a Reserved Support Units, and (iii) remote support of Customer or Reseller at SP's sole discretion. This support often involves responding to questions about the advanced features of the Service.
- 1.44. **"Tier 3 Support"** means the third level of support provided by SP, including assisting in resolving Tier 3 Support Service problems where the Tier 2 Support Desk requires more senior technical resources.
- 1.45. **"User"** means each unique individual authorised to access or otherwise use the functionality of the Software Products.
- 1.46. **"User Minutes"** means the total number of minutes in a month, less all Scheduled Downtime, multiplied by the total number of users.
- 1.47. **"Working Hours"** means 08h00 – 17h00 (+2:00GMT), Monday – Friday, excluding public holidays.

## 2. Security

- 2.1. The Counterpart is responsible for the security and proper use of all user identities ("user IDs") and passwords used in connection with the Service (including changing passwords regularly). The Counterpart must take all necessary steps to ensure they are kept confidential, secure, used correctly, and not disclosed to unauthorised persons.
- 2.2. The Counterpart must immediately inform the SP (i) if there is any reason to believe that a user ID or password has or is likely to become known to any person not authorised to use it, (ii) or is being or likely to be used in an unauthorised way.
- 2.3. The Counterpart must not change or attempt to change a user ID. If a Counterpart forgets or loses a password or user ID, the Counterpart must contact SP and satisfy such security checks as SP may reasonably require.
- 2.4. SP reserves the right to suspend user ID and password access to the Service when SP considers there is likely a breach of security or misuse of the Service.
- 2.5. SP reserves the right at its sole discretion to require the Counterpart to change any password used in connection with the Service.
- 2.6. The Counterpart must immediately inform SP of any changes to the Counterpart information supplied when registering for the Service.

## 3. Additional Counterpart Responsibilities

- 3.1. The Counterpart is responsible for the following:
- 3.1.1. The notification to SP in writing of at least one person who shall serve as a Technical Contact for SP. The Technical Contact shall:
- 3.1.1.1. Be the first point of contact for all users of the Service;
- 3.1.1.2. Deal with the day-to-day management of users and simple queries such as password resets.
- 3.1.2. Providing SP with the Technical Contact(s) contact details and those of any other person authorised by the Counterpart and keeping such information accurate and up to date at all times;
- 3.1.3. Provision of all personal computers, software, applications or bandwidth to access the Service, all correctly maintained at Counterpart's expense and per the manufacturer's instructions;
- 3.1.4. All configuration and managing of its access to the Service, including its network, firewall, DNS, routers, and personal computers. SP accepts no liability for whatever reason due to incorrect configuration of any of the above by the Counterpart;
- 3.1.5. Any call charges or service charges incurred in accessing the Service via the Internet or an Internet Service Provider;

- 3.1.6. The introduction and maintenance of a virus protection policy to cover all equipment and internal procedures used to access the Service;

## 4. Use of the Service

- 4.1. The Counterpart shall only access the Service as permitted by SP and shall not attempt to circumvent system security or access the source software or compiled code at any time.
- 4.2. Intellectual Property Rights protect the Service as applicable. The Counterpart shall not permit anyone else to copy, store, adapt, modify, transmit or distribute the Service.
- 4.3. The Counterpart shall be responsible for creating, maintaining and designing all Counterpart Information.
- 4.4. The Counterpart must ensure that it complies with all consumer and other legislation, instructions or guidelines issued by regulatory authorities, relevant licenses and any other codes of practice that apply to the Counterpart and relate to the provision of Counterpart Information.
- 4.5. The Counterpart shall not utilise the Service in a way that:
  - 4.5.1. Does not comply with the terms of (i) any legislation, (ii) any license applicable to the Counterpart, or (iii) that is in any way unlawful;
  - 4.5.2. does not comply with any instructions given by SP under any public telecommunications operator or competent authority in any country where Customer uses the Service or
  - 4.5.3. would result in SP being in breach of the provisions of any agreement concluded by SP with any public telecommunications operator.
- 4.6. The Counterpart shall not utilise the Service:
  - 4.6.1. to wilfully send, receive, upload, download, use or re-use any information or material which is abusive, indecent, defamatory, obscene or menacing, or in any breach of confidence, copyright, privacy or any other rights or breach of any law applicable to the Service;
  - 4.6.2. to cause annoyance, inconvenience or anxiety;
  - 4.6.3. to wilfully send or provide unsolicited advertising or promotional material, or to receive responses to any unsolicited advertising or promotional material sent or provided using the Service by any third party, or
  - 4.6.4. other than per SP's acceptable use policies, which are available on SP's website.
- 4.7. The Counterpart indemnifies SP against (i) any claims or legal proceedings brought or threatened against SP by a third party because the Service is not used per the provisions of this Master Services Agreement, or (ii) in consequence of any acts or omissions of the Counterpart.
- 4.8. The Counterpart is responsible for the acts and omissions of all Authorised Users in connection with the Service. Counterpart is liable for any Authorised User's failure to perform or observe this Master Services Agreement's terms and conditions. The Counterpart indemnifies SP against any loss or damage suffered by SP caused by or in any way connected with any failure by any Authorised User to perform or observe the terms and conditions of this Master Services Agreement or any act or omission performed or omitted to be performed, by the Authorised User in relation to the Service.
- 4.9. The Counterpart shall advise the Helpdesk of any change in the Technical Contact(s) by e-mail.

## 5. Service Management

- 5.1. SP will perform the Service's routine system administration, including but not limited to server, network and security monitoring.
- 5.2. SP will provide basic event logging of the Service 24 hours a day, seven days a week. Enhanced monitoring and notification agents are available at an additional monthly charge.
- 5.3. SP will establish and operate a single fault reporting Helpdesk on:
  - 5.3.1. **Telephone Number:** 011 731 0600 Option 1
  - 5.3.2. **Email:** support@globalmicro.co.za
  - 5.3.3. Or any other number as advised by SP from time to time.

- 5.4. Counterpart consents to SP recording Counterpart's calls for security reasons and customer care.
- 5.5. SP intends the Service to be available 24 hours daily, 7 (seven) days a week. The Counterpart acknowledges that SP does not guarantee 24x7 availability except to the extent provided in the Service Schedule.
- 5.6. SP will implement virus scanning on all its equipment. It is impracticable for antivirus software to guarantee 100% detection of viruses. SP accepts no responsibility for any viruses sent or received by any Counterpart or Authorised User.

## 6. Change Management

- 6.1. From time to time, it will be necessary for SP to '**Schedule Maintenance**' for changes (including but not limited to network maintenance, replacement of faulty components, or testing of an uninterruptible power supply) that may disrupt the Service.
- 6.2. Changes are classified as follows:
  - 6.2.1. **Delegated:** This change is "under the radar" of change management. It usually occurs within the normal scope of maintenance and operation of a specific technology or set of Configuration Items ('CI') without impacting other technology groups or CIs. The scope can vary significantly among organisations.
  - 6.2.2. **Emergency:** This is a high risk because of the urgency of deployment with minimal test time. It is uncertain whether the change will be successful, and there is a strong possibility of a negative impact on the business if it fails. These changes are often a result of an urgent incident. Emergency changes require escalation to a change advisory board for fast-track approval.
  - 6.2.3. **Major:** High risk and high cost; this involves the most significant potential impact on users or resources. It can affect a business-critical system and the service's availability.
  - 6.2.4. **Minor:** This affects a smaller percentage of users and resources. The risk of a service impact is less because of the organisation's experience implementing this type of change.
  - 6.2.5. **Significant or Normal:** This has a moderate effect on users, resources, or the business and may affect the availability of services. The organisation might have less experience with the product, the infrastructure, or the client involved in the change.
  - 6.2.6. **Standard:** This is low risk because it has a set deployment path and release process that has proven successful; it affects the smallest percentage of users.
  - 6.2.7. **Unauthorised:** This change occurs outside the agreed-to change management policies or is expressly forbidden.
- 6.3. SP will use reasonable endeavours to provide a minimum of 48 (forty-eight) hours' notice before conducting Minor Service-affecting maintenance but does not guarantee that it will always be able to do so.
- 6.4. When SP plans Significant changes, SP will provide a minimum of 7 (seven) days' notice when reasonably practicable.
- 6.5. When SP plans Major changes, SP will provide a minimum of 14 (fourteen) days' notice when reasonably practicable.
- 6.6. SP will schedule emergency maintenance, updates, and other procedures on a case-by-case basis.
- 6.7. Scheduled Maintenance is excluded from any availability measures and is not part of the service uptime.
- 6.8. Nothing in this paragraph should be construed to guarantee that SP will always comply with the notice periods above. The Counterpart acknowledges that SP is obliged only to provide as much prior notice of any Service-affecting maintenance as reasonably practicable.
- 6.9. SP shall utilise its reasonable endeavours to comply with its obligations under this clause timeously but shall incur no liability to the Counterpart because of failure to do so.
- 6.10. Notwithstanding that SP has published a list of pre-scheduled maintenance windows on its website, nothing shall prevent SP from scheduling maintenance outside these times.

## 7. Service Level Guarantee

- 7.1. Three mechanisms provide the Service Level Guarantee:
  - 7.1.1. A Response Time Commitment for responding to Support Requests, and where specified, for a Service;
  - 7.1.2. A Service Availability Guarantee in respect of Downtime for that Service;
  - 7.1.3. A Service Quality Guarantee in respect of Performance for that Service;
- 7.2. The Service Level Guarantee shall apply from the beginning of the first whole month of the Billing Period.

- 7.3. Counterpart may tailor the Service Level Guarantee parameters by subscribing to a Silver Service Level Agreement ('**Silver Success Plan**'), a Gold Service Level Agreement ('**Gold Success Plan**') or a Platinum Service Level Agreement ('**Platinum Success Plan**').
- 7.3.1. Unless otherwise specified, if a Customer has not subscribed to a Silver, Gold or Platinum Success Plan, the Service will be subject to a Bronze Service Level Agreement ('**Bronze Success Plan**') and Bronze Coverage.
- 7.3.2. The summarised parameters of the Bronze, Silver, Gold and Platinum Success Plans are as follows:

Success Plan or SLA	Bronze	Silver	Gold	Platinum
Coverage Hours	Working Hours	Working Hours	Extended Working Hours	
Availability Guarantee (where specified)	None	Standard	High Availability	Mission Critical
Liability Limit				
South Africa	R5000	R50,000	R250,000	R1,000,000
All Other Regions	€1 000	€5 000	€10 000	€50 000
P1/P2 Support	Best Effort	Working Hours	Extended Working Hours	24x7x365
Business Review	None	None	Monthly	Quarterly
Included at no charge	Yes	Optional paid-for Subscription available where specified		

## 8. Customer Success Plan Entitlements

- 8.1. The summarised Service-specific entitlements of the Bronze, Silver, Gold and Platinum Success Plans for each Service are as follows:

Success Plan or SLA	Bronze	Silver	Gold	Platinum
<b>Liongard Compliance and Security Services – Replacement for CyberHawk Security Services</b>				
Inspectors	-	5	60+	60+
Active Inspectors per environment	-	5	10	10
Endpoint Inspectors per environment	-	-	5	5
Power BI Reports (Preview – subject to change)	-	-	Yes	
<b>CyberHawk Security Services (End of Life) - No new activations after 1 July 2022. Planned Retirement is 30 June 2023</b>				
Network Assessments	-	-	-	Monthly
Security Assessments	-	-	Monthly	
Cyber Hawk Policies	-	-	16 Policies	30 Policies
<b>Cybersecurity Risk Assessment Services</b>				
Assessment Frequency per year	-	-	1 Per Year	2 per Year
Assessment Scope	-	-	80 Factors	240 Factors
Interviews	-	-	Remote	On-site
<b>Hosted Backup Services<sup>1</sup></b>				
Backup-As-Service Care Pack – Backup Documentation	-	-	Yes	
Backup-As-Service Care Pack – Assistance with Drills			Yes	
<b>M365 Security and Compliance<sup>2</sup></b>				
Automatic patch approval for CVSS > 8.9			Yes	
Manual patch approval for CVSS > 6.9	-	-	Yes	Yes
Manual patch approval for CVSS > 4.9	-	-	-	Yes
Option to participate in staging groups	-	-	-	Yes
<b>Managed Network Protection<sup>3</sup></b>				
Proactive Monitoring of Network Devices	-	-	Yes	
Defined Change Management	-	-	Yes	
Network Health Review	-	-	Yes	
Documentation Update			-	Yes
<b>Microsoft Azure and Amazon Web Services</b>				
Cost Management – Monitor with Budgets	-	-	Yes	Yes
Cost Management – Cloud Cost Analysis	-	-	-	Yes
Cost Management – Recommend Optimisation	-	-	-	Yes
<b>Pooled Support Units</b>				
Carry Over of unused Pooled Support Units	15 Days	30 Days	45 Days	60 Days

<sup>1</sup> Entitlement is available for Customers with a Hosted Backup Subscription

<sup>2</sup> Entitlement is available for Customers with a M365 Security and Compliance Subscription

<sup>3</sup> Entitlement is available for Customers with a Managed Network Protection Subscription

## 9. Provision of End User Support

- 9.1. SP shall provide support to the Counterpart's Technical Contact.
- 9.1.1. Counterpart shall provide End User Support. Unless expressly stated in a Service Schedule, Counterpart Agrees that SP shall have no obligation to provide End Support.

## 10. Support Units

- 10.1. Counterpart requires an allocation of Support Units for (1) Pro-active Support to increase availability by responding proactively to monitoring alerts and (2) Technical Support to provide reactive access to SP engineers to resolve Counterpart-initiated support requests.
- 10.2. There are two classifications of Support Units: (1) Reserved Support Units and (2) Pooled Support Units.
  - 10.2.1. **Reserved Support Units:**
    - 10.2.1.1. Reserved Support Units are linked to a single subscription.
    - 10.2.1.2. Reserved Support Units are allocated annually.
    - 10.2.1.3. Any unused Reserved Support Units will be forfeited at the end of each year.
    - 10.2.1.4. The Counterpart shall not be entitled to exceed the annual Reserved Support Units Allocation.
    - 10.2.1.5. SP will not be required to provide support beyond the available Reserved Support Units.
    - 10.2.1.6. SP shall be entitled to charge for any support rendered over the allocated Reserved Support Units.
  - 10.2.2. **Pooled Support Units:**
    - 10.2.2.1. Pooled Support Units are aggregated from multiple subscriptions.
    - 10.2.2.2. Pooled Support Units are allocated monthly.
    - 10.2.3. Any unused Pooled Support Units at the end of each calendar month may be carried over to the next month and will expire according to the table below:

Success Plan or SLA	Bronze	Silver	Gold	Platinum
Carry Over of unused Pooled Support Units	15 Days	30 Days	45 Days	60 Days

**By way of example:** A Customer with a monthly allocation of 5000 Pooled Support Units. Assuming the Customer is on a Silver Success Plan or SLA and uses 3000 Pooled Support Units in January, the Customer will be entitled to carry over the 2000 unused Pooled Support Units until the end of February. The Customer would be entitled to use up to 7000 Pooled Support Units in February.

- 10.2.3.1. SP will not be required to provide support beyond the available Pooled Support Units but may do so at SP's sole discretion.
- 10.2.3.2. The Response Time Commitment shall not apply where Available Pooled Support Units are exceeded.
- 10.2.4. **Billing and charges when Pooled Support Units are exceeded:**
  - 10.2.4.1. **SP shall be entitled to charge the Month-to-Month rate for Pooled Support for any support rendered over and above the allocated Pooled Support Units.**

10.3. The summarised Service-specific Pooled Support Unit allocations for each Service are as follows:

Service Schedule	Subscription	Monthly Allocation
Hosted Messaging and Productivity Services	Cyber Performance Pack Plan 1	10 per mailbox
	Cyber Performance Pack Plan 2	25 per mailbox
Secure Cloud Gateway Services	Secure Cloud Gateway Managed Care: TZ, FG80-200	1000 per subscription
	Secure Cloud Gateway Managed Care: SOHO, FG30-60	500 per subscription
Hosted Backup Services	BaaS Pack – Express 2	2000 per subscription
	BaaS Pack – Express 8	8000 per subscription
Hosted Virtual Server Services	Server Managed Care	1000 per server
M365 Security and Compliance	M365 Security and Compliance Plan 1	50 per license
	M365 Security and Compliance Plan 2	100 per license
	M365 Security and Compliance Plan 2	100 per license
ISP Management Services	Tier 1 to 6	1000 per subscription
Managed Network Protection	Network Protection: Performance 5	1000 per subscription
Managed Server Protection	High Protection	1000 per server
	Complete Protection	1000 per server
Managed DNS Protection	DNS Protection	250 per subscription

## 11. Technical Support

SP provides the following Technical Support on a reactive basis:

### 11.1. Remote Support

- 11.1.1. Upon request, SP will access systems via remote tools to analyse problems.
- 11.1.2. Remote Support is done with written permission only, and SP personnel will access only those systems authorised to do so.
- 11.1.3. SP may provide software to assist with problem diagnosis and resolution.
- 11.1.4. Such software is SP's property and will be returned to SP promptly upon request.

### 11.2. On-site Support

- 11.2.1. In critical situations, the Customer may request ad-hoc on-site support subject to SP resource availability. The tasks performed will vary based on the incident, environment, and business impact of the problem.

### 11.3. Hosted Services Support

- 11.3.1. Support may be requested relating to Hosted Messaging and Productivity Services, Hosted Backup Services, Hosted Virtual Server Services or any other service of SP designated as requiring a Reserved Support Services Agreement to resolve service requests.

### 11.4. Break-Fix Support

- 11.4.1. Break-fix support may be requested subject to SP resource availability, and the tasks performed will vary based on the situation, environment and business impact of the problem.
- 11.4.2. Break-fix support excludes repairs to hardware or equipment.

### 11.5. Skills Development and Broad-Based Black Economic Empowerment

- 11.5.1. SP is committed to Broad-Based Black Economic Empowerment ('BBBEE')
- 11.5.2. Customers and SP may agree that SP may allocate a trainee to attend to support requests.
- 11.5.3. SP manages the trainee resources and provides for any rework at no additional charge.
- 11.5.4. SP will provide reports to the Customer to substantiate the Customer and SP's contribution to support BBBEE.



## 12. Service utilisation and uplifts

- 12.1. Where services are (a) rendered pro-actively, (b) outside of Working Hours, (c) escalated to Tier 3 Support or higher, (d) involve consultation or professional services, (e) software development, (f) used for skills development or (g) escalation to third parties, SP may apply Uplift for purposes of decrementing the Support Units available per the Uplift Table below:

Uplift Table	%
<b>Work Types</b>	
Pro-Active Services	+0%
After-hours support Weekdays 18h00-08h00	+25%
After-hours support Weekends & Public Holidays	+50%
Escalation to Microsoft / Citrix / McAfee / VMware / Cisco or another Vendor	+50%
<b>Work Roles</b>	
Skills Development or Trainee	-50%
Tier 1 Support	-25%
Tier 2 Support	+0%
Tier 3 Support	+50%
Tier 1 Developer	+50%
Tier 2 Developer	+100%
Tier 1 Security Analyst	+100%
Tier 2 Security Analyst	+150%
Tier 3 Security Analyst	+200%
Project Manager	+50%
Systems Architect	+150%
Director	+200%

- 12.2. If the utilisation of Support Units is more than the pro-rata fees paid, the SP reserves the right to accelerate payment of the fees to address the excess usage on thirty (30) days prior written notice.

### 12.3. Measurement Increments:

- 12.3.1. All on-site Support Services will be measured in increments of 1 hour and rounded UP to the nearest hour.
- 12.3.2. Support Services rendered telephonically or remotely will be measured in increments of 15 minutes and rounded UP to the nearest quarter-hour. Travel time will be measured in increments of 30 minutes and rounded UP to the nearest half-hour.

## 13. Help Desk

- 13.1. The Helpdesk is available within the Coverage Hours to report faults and handle enquiries.

Success Plan or SLA	Bronze	Silver	Gold	Platinum
Respond Within	Best Effort	Working Hours	Extended Working Hours	<b>P1 and P2:</b> 24x7 <b>P3 and P4:</b> Extended Working Hours
Plan Within	Best Effort	Working Hours	Extended Working Hours	
Target Temporary Resolution / Workaround	Best Effort	Working Hours	Extended Working Hours	

- 13.2. Outside of these Coverage Hours, the Helpdesk number will transfer to an emergency Helpdesk for the progression of Priority 1 and 2 faults for Gold Success Plan and Platinum Success Plan Customers only.
- 13.3. SP may accept fault reports or inquiries designated as Priority 2, 3, 4 or 5, but restoration will only begin within Coverage Hours.

- 13.4. The Helpdesk will not accept queries or fault reports from anyone other than the nominated Technical Contacts or other personnel as expressly authorised by the Counterpart and notified SP.
- 13.5. The Helpdesk identifies that a specific query relates to the use of a software application rather than the Service. It reserves the right to refer the Technical Contact to the appropriate website or software vendor for support and training.
- 13.6. The Helpdesk identifies that a specific query relates to the use of a software application rather than the Service. It reserves the right to refer the Technical Contact to the appropriate website or software vendor for support and training.

## 14. Classification of Tier 2 and Tier 3 Support

- 14.1. Priority measures an issue's relative impact on customers' use of the Service. SP shall determine such Priority level at its sole discretion.
- 14.2. SP classifies all support requests according to the priority level matrix below by giving weight and deference to:
  - 14.2.1. The number of Subscriptions, users and devices affected by the Issue
  - 14.2.2. Whether a workaround has been provided, and
  - 14.2.3. Whether the issue is persistent or intermittent;

	High Severity No Workaround	Medium Severity No Workaround	Low Severity With Workaround / Intermittent Issue
<b>High Impact</b> Multiple Subscriptions for Multiple Customers	<b>PRIORITY 1 (CRITICAL)</b> Service Down or Impairment of significant components or Significant risk of data loss	<b>PRIORITY 2(URGENT)</b> Significant Performance Degradation	<b>PRIORITY 4 (NORMAL)</b> Impairment of significant components or Performance Degradation
<b>Medium Impact</b> The majority of Users/Devices in only one Subscription	<b>PRIORITY 2(URGENT)</b> Service Down or Impairment of significant components or Significant risk of data loss	<b>PRIORITY 3 (HIGH)</b> Significant Performance Degradation	<b>PRIORITY 4 (NORMAL)</b> Impairment of significant components or Performance Degradation
<b>Low Impact</b> High + Medium Severity New Subscriptions only or New Users only in a single Subscription <b>Low Impact (continued)</b> Low Severity Any Subscription	<b>PRIORITY 3 (HIGH)</b> Service Down or Impairment of major component	<b>PRIORITY 3 (HIGH)</b> Significant Performance Degradation or Online Storefront Failure	<b>PRIORITY 5 (MINOR)</b> Impairment of significant component with a workaround or Performance Degradation with a workaround or  Impairment of minor components without a workaround or Requests for Information or Enhancement Requests or Missing Documentation or Escalated Tier 2 Support

- 14.2.4. Customers must subscribe to a Gold or Platinum Success Plan to log Priority 1 and 2 support requests outside Working Hours.

## 15. Resolution of Tier 2 and Tier 3 Support Requests

- 15.1. Each of the priorities below has the associated goals for Response, Resolution Plan, Temporary Resolution or Workaround, and Permanent Fix:

Priority	Respond 90% Within	Plan 90 % Within	Target Temporary Resolution or Workaround	Target Permanent Fix
1	2 Hours	3 hours	4 hours	15 Business Days
2	4 hours	6 hours	8 hours	15 Business Days
3	6 hours	8 hours	12 hours	30 Business Days
4	8 hours	12 hours	N/A	30 Business Days
5	12 hours	N/A	N/A	Next Release

- 15.1.1. All measurements are over a single Billing period and apply only to Coverage Hours.
- 15.1.2. For Priority 1 and 2 requests, the Customer must leave a contact phone number that is answerable right away to work on the issue on an ongoing basis. If the Technical Contact is unreachable over the phone, SP can reduce Priority to 4 (NORMAL).

- 15.1.3. For Priority 3 requests, the Issue should be reproducible for immediate investigation at the moment of ticket creation. If not, SP can reduce Priority to 4 (NORMAL).
- 15.1.4. Priority 5 requests do not require an immediate resolution by SP and can be corrected by SP in any subsequent Service release.
- 15.1.5. Target Temporary Resolution or Workaround time cannot be guaranteed. Failure to provide a temporary resolution or workaround does not constitute a breach of this agreement.

## 16. Response Time Commitment:

- 16.1. SP guarantees that it will respond to Priority 1 and Priority 2 support requests within 4 (four hours) logged per 15.1.2 within hours of Coverage.
- 16.2. "Average Response Time" is calculated using the following formula:

Total number of Minutes to Respond to Priority 1 and Priority 2 support requests

Total Number of Priority 1 and Priority 2 support requests

- 16.3. Subject to 16.5 and 16.6 below, a failure in any one Billing Period to comply with this Response Time Commitment means a failure to act per paragraph 15.1, in which case the Counterpart's sole remedy will be to claim a Service Credit as follows:

### 16.4. Service Credit:

Customer Success Plan or SLA	Bronze	Silver	Gold	Platinum
<b>Average Response Time Compliance</b>	<b>Service Credit</b>	<b>Service Credit</b>	<b>Service Credit</b>	<b>Service Credit</b>
More than 4 hours	No Credit	No Credit	No Credit	15%
More than 8 hours	No Credit	No Credit	25%	
More than 15 hours	No Credit	100%		

Where the Total number of Minutes to Respond is measured (i) in minutes, (ii) for each month, and (iii) for each Incident that occurs during that month. Service Credits will be applied only to users impacted by that Incident.

- 16.5. Should the SP fail to respond within the time or fail to Plan within the time;
- 16.5.1. When the SP can provide a Temporary Resolution or Workaround within the time specified, the failure to respond and plan shall not constitute a failure to act under paragraph 15.1.
- 16.6. SP's maximum liability for any Billing Period will be a Service Credit of no more than one month's Service Schedule Fees.

## 17. Exclusions to the Service Level Guarantee

- 17.1. This Service Level Guarantee will not apply where the failure to comply with the Response Time Commitment or Service Availability is:
  - 17.1.1. Due to factors outside SP's reasonable control, including but not limited to natural disasters, war, acts of terrorism, riots, government action, a network or device failure external to SP's data centre, including at the Customer site or between the Customer site and SP's data centre;
  - 17.1.2. The result of the use of services, hardware, or software not provided by SP, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;
  - 17.1.3. Caused by use of a Service after SP advised modification of the Service where the use of the services was not modified as advised;
  - 17.1.4. During or concerning preview, pre-release, beta or trial versions of a Service, feature or software (as determined by SP) or to purchases made using SP subscription credits;
  - 17.1.5. That results from unauthorized action or lack of action when required, or from Counterpart employees, agents, contractors, or vendors, or anyone gaining access to the SP network utilizing Counterpart passwords or equipment, or otherwise resulting from Counterpart's failure to follow appropriate security practices;

- 17.1.6. That result from Counterpart's failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or your use of the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with SP's published guidance;
- 17.1.7. That result from faulty input, instructions, or arguments (for example, requests to access files that do not exist);
- 17.1.8. That result from your attempts to perform operations that exceed prescribed quotas or that resulted from our throttling of suspected abusive behaviour;
- 17.1.9. Due to the use of Service features that are outside of associated Support Windows or
- 17.1.10. Due to Telkom or another network service provider;
- 17.1.11. Due to a suspension of the Service per the Master Services Agreement,
- 17.1.12. At any time when SP is awaiting information from the Counterpart,
- 17.1.13. At any time when SP is awaiting for Counterpart to confirm that the Service restoration;
- 17.1.14. Due to any faults caused by the Counterpart's management or use of the Service;
- 17.1.14.1. any breach by the Counterpart of its obligations under the Master Services Agreement;
- 17.1.15. Due to Eskom-related power outages,
- 17.1.16. Due to scheduled maintenance,
- 17.1.17. Due to PSTS Provider supplied equipment or services;
- 17.1.18. Due to scheduled maintenance to PSTS Provider equipment provided or Services;
- 17.1.19. Due to failure of any other public internet backbone and networks, any server(s) on the internet, Counterpart premise equipment ('CPE'), or packet delivery to and from Internet exchange points.

## 18. Claims

- 18.1. The Counterpart must make claims under the Service Level Guarantee in writing, quoting all information necessary for SP to validate the claim, including but not limited to (i) a detailed description of the Incident, (ii) information regarding the time and duration of the Downtime; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of attempts to resolve the Incident at the time of occurrence. A claim can only be made within one month of the end of the Billing Period in which the period of unavailability has been exceeded. The Counterpart must notify SP in writing of any dispute concerning any amount refunded or not refunded (as the case may be) within one month of the SP invoice date.
- 18.2. SP will evaluate all information reasonably available to SP to make a good faith determination of whether it owes a Service Credit. SP will use commercially reasonable efforts to process claims during the subsequent month and within forty-five (45) days of receipt. The Counterpart must comply with the Master Services Agreement to qualify for a Service Credit. If SP determines that it owes a Service Credit, it will settle the Counterpart claim in the following month.
- 18.3. Where customers have subscribed to more than one Service (not as a suite), the Counterpart may submit claims according to the process described above as if an individual Service Level Guarantee covered each Service. For example, if Counterpart subscribed to both Hosted Exchange and Hosted Backup (not as part of a suite), and during the term of the subscription, an Incident caused Downtime for both Services, then Counterpart could be eligible for two separate Service Credits (one for each Service), by submitting two claims. If more than one Service Level for a specific Service is exceeded because of the same Incident, the Counterpart may choose only one Service Level to make a claim based on the Incident.
- 18.4. Service Credits are the sole and exclusive remedy for any performance or availability issues for any Service under this Master Services Agreement and this Service Level Guarantee. Counterpart may not unilaterally offset Applicable Monthly Service Schedule Fees for performance or availability issues.
- 18.5. Service Credits apply only to fees paid for the Service, Service Resource, or Service tier for which a Service Level was exceeded. In cases where Service Levels apply to individual Service Resources or separate Service tiers, Service Credits apply only to fees paid for the affected Service Resource or Service tier, as applicable. The Service Credits awarded in any billing month for a Service or Service Resource will not, under any circumstance, exceed the monthly Service Schedule Fees for that Service or Service Resource, as applicable, in the billing month.
- 18.6. If the Services form part of a suite or other single offer, the Applicable Monthly Service Fees and Service Credit for each Service will be pro-rated.

- 18.7. If a reseller provides the Service, the Customer will receive a Service Credit directly from the SP. The Customer must nominate an Authorised Technical Contact who can log support requests directly on the SP until the Service Credit is fully utilised or expires.

## 19. SPLA Licensing

- 19.1. SPLA Licensing provides for the delivery of software as a subscription on a pay-per-use license fee basis.
- 19.2. Various SPLA Agreements provide SP with commercial use rights as the holder of these licenses.
- 19.3. Customers receiving this SPLA Licensing are not required to obtain a license in their name.
- 19.4. Instead, Customers are given the right to interact with the software's functionalities through the service provider's SPLA licenses.

## 20. SPLA Licensing Software Products Use Rights

- 20.1. All rights for the Software Product terminate when the Subscription is terminated or expires.
- 20.2. Copyright laws and international copyright treaties protect Software Products and other intellectual property laws and treaties. The Software Products are licensed, not sold. The Software Vendor has reserved all rights not expressly granted to the Customer.
- 20.3. Customers may license prior versions, if any, of the Software Products unless expressly noted otherwise.
- 20.4. The Software Products are licensed using Subscriber Access, Processor, or Core Licenses.
- 20.5. These are the general terms applicable to all SALs. For specific Software Products, there may be supplemental terms.
- 20.5.1. **Server Software:** The Customer may install any number of copies of any Software Product on any Server under the terms and conditions contained herein.
- 20.5.2. **Client Software:** The Customer may install or authorise the installation of the Client software on any device for use solely by the Authorised Users per the terms and conditions contained herein.
- 20.5.3. **User Access:** The Customer will be required to obtain a SAL for a User when using the Client Software or any other. One (1) SAL is required for each such unique individual. Each user must use a unique User ID when accessing the Server Software. The Customer obtained SALS, which may be used only with the Customer Server Software. An "Authorised User" is a user for whom a Customer obtains a SAL. Software or hardware that reduces the number of Users directly accessing or utilising any of the Software Products is known as 'Multiplexing' or 'pooling' software or hardware. Multiplexing will not reduce the number of SALS required; the number of SALS equals the number of unique individuals accessing the multiplexing or pooling software or hardware "front end."
- 20.6. These are the general terms applicable to all PLs and CLs. For specific Software Products, there may be supplemental terms.
- 20.6.1. **Server Software:** The Customer may install one (1) copy of the Server Software on a single Server, even if multiple copies of the Server Software (for example, 32-bit and 64-bit) are included in the Software Product. If the Server has one (1) or more processors (each of which has one (1) or more cores), the Customer must obtain one (1) PL for each processor on that Server or one (1) core license for each core on that Server. The Customer may use the Server Software only with that number of processors (or cores) correctly licensed. To install another copy of the Server Software on the same Server, one must obtain an additional PL for each processor or CL for each core on that Server.
- 20.6.2. **Client Software:** The Customer may install and use the Client Software, if any, on any number of devices so long as:
- 20.6.2.1. It is being used only with the Server Software and solely per the terms and conditions contained herein and the Software Vendor Service Provider License Agreement.
- 20.6.3. **User Access:** Provided that the Customer has obtained either a valid PL for each processor running on the Server Software or a valid CL for each core running on the Server Software:
- 20.6.3.1. Any number of Users may use or access the functionality of a server running the Server Software for use solely per the terms and conditions contained herein and the Software Vendor Service Provider License Agreement.
- 20.7. Upon the Software Vendor or SP's written request, the Customer will identify the equipment in Customer Infrastructure and the Software Products installed on such equipment.

- 20.7.1. **Scope of Use Restrictions:** The Customer will be legally responsible to SP and the Software Vendor for any unauthorised installation, use, copying, access or distribution of the Software Products resulting from installing equipment containing Software Product at a Customer Infrastructure.
- 20.7.2. **Facility Inspection:** In connection with compliance verification, SP or Software Vendor may conduct a reasonable inspection of all infrastructure that contains Software Products within a Customer’s Facility. Any inspection will be conducted during business hours with at least fourteen (14) days prior written notice and in such a manner as to minimise interference with the Customer's operations.
- 20.7.3. **Removal of Software Products from Customer Facility:** The Customer agrees that within 30 days of termination of this agreement, the Customer will remove and destroy all Software Products installed within the Customer Facility or provide written proof of a suitable alternative licensing agreement.

## 21. SPLA intellectual property rights

- 21.1. The Customer will not, without SP’s prior written consent, copy, decompile or modify the Software Products, nor copy the manuals or documentation (except as permitted by law).
- 21.2. The Customer will sign any agreement reasonably required by the copyright owner of the Software Products to protect the owner’s interest in that software.

## 22. SPLA Service Schedule Fees

- 22.1. SP bases all Service Schedule Fees on the peak number of PL licenses, CL licenses, and SAL licenses for each Billing Period.
- 22.2. SP associated SPLA license fees with one or more Committed Subscription(s).
- 22.3. SP does not list all Software Products available for Subscription and any Service Fees Schedule.
- 22.4. The Software Products available for Subscription are listed in the Portal or can alternatively be provided by SP upon request.
- 22.5. Per clause 9.14 of the Master Services Schedule, Service Schedule Fees associated with Software Products are revised monthly based on the Effect of the Exchange Rate and any forward cover obtained by SP.

## 23. Microsoft Cloud Agreements

- 23.1. The Microsoft Cloud Agreement is between the Customer and Microsoft Ireland Operations Limited. It consists of the terms and conditions found at <http://bit.ly/1MtbiD1> and the Online Services Terms and Service Level Agreement referred to therein. Its conditions are binding and effective on the Customer on the date that SP provisions any Subscription containing Microsoft Online Services for the Customer.
- 23.2. The Customer authorises the SP to place orders on the Customer’s behalf, manage the Customer’s purchases, and log Customer support requests and Customer service credit requests.
- 23.3. **Microsoft Associations and SP’s Solution Partner Designation(s)**
  - 23.3.1. Partner Associations are the sole mechanism by which Microsoft acknowledges customer success, performance, and skills when calculating SP’s Solution Partner designation(s).
  - 23.3.2. SP’s capability score points are not recognised without these associations in place.
  - 23.3.3. It is, therefore, imperative that each Microsoft subscription, product and workload that is (1) invoiced, (2) supported, (3) managed, or (4) monitored by SP is associated with the SP.

Partner Association Type	When to associate Microsoft subscriptions, products or workloads			
	Invoiced	Supported	Managed	Monitored
Claiming Partner of Record (CPOR)	SP Only	SP Only	SP Only	SP Only
Digital Partner of Record (DPOR)	-	SP Only	SP Only	SP Only
Partner Admin Link (PAL)	-	SP + other Partners	SP + other Partners	SP + other Partners

23.4. **Claiming Partner of Record ('CPOR')**

23.4.1. CPOR enables Microsoft to identify and recognize partners helping customers achieve business objectives and realize the value in the cloud. Once an advisory partner is associated with a workload or subscription, they will only obtain access to the usage and sold seats data for the products/workloads they claimed. This association enables partners to monitor active usage and utilization while providing customers with recommendations on maximising usage. Partners will only have access to the daily usage and seats/sold feed for workload/products they are associated with in the period they are attached as the partner of record. Partners will not have access to any other transactional or usage data. CPOR allows only one partner of record per workload or product. However, multiple partners can be associated with the same customer for different subscriptions or workloads.

23.4.2. The Customer will receive a notification informing them of the association request from SP.

23.4.3. The customer agrees to accept all SP CPOR requests for (1) subscriptions, products and workloads invoiced and (2) subscriptions, products and workloads supported, managed or monitored by SP during this Master Services Agreement. The customer agrees to maintain these SP associations as the CPOR for the duration of this Master Services Agreement.

23.4.4. **Digital Partner of Record ('DPOR')**

23.4.4.1. Digital Partner of Record (DPOR) associates servicing partners to a Microsoft cloud subscription. Attaching a partner to a customer's Microsoft online subscription is an online capability. The Digital Partner of Record for Office 365, Microsoft Dynamics CRM Online, Windows Intune, Enterprise Mobility Suite, and Microsoft Azure subscriptions is the partner helping the customer design, build, deploy or manage a solution they've built on the service. It is not necessarily the partner who sold the subscription.

23.4.4.2. Attaching SP as the Digital Partner of Record ensures that SP has access to critical business reporting and support capabilities to support SP's ability to:

23.4.4.3. (a) Providing proactive advice on the right plan based on the Customer's desired business outcomes and usage, including when Customers can save money by using a different Microsoft offering (SKU)

23.4.4.4. (b) Accelerating the Customer's path to realise value by activating all required seats/users and proactively recognizing when a user cannot access Microsoft services.

23.4.4.5. (c) Monitoring system uptime to ensure that Microsoft services run smoothly, meet the Customer's business needs, and that end users receive the support they need.

23.4.4.6. (d) Provide integrated Cloud Support to support the Customer's business outcomes and advise of planned service outages.

23.4.4.7. DPOR is also one way to ensure SP receives credit toward its Solutions Partner designations. It also affected SP's Microsoft incentives.

23.4.5. The customer agrees to designate SP as a DPOR for subscriptions, products and workloads supported, managed or monitored by SP during this Master Services Agreement. The customer agrees to maintain these SP associations as the DPOR for the duration of this Master Services Agreement.

23.4.6. To recognize SP as the Digital Partner of Record, the Customer or its representative must add SP's partner ID to the subscription via the Customer's service portal. The Customer authorises SP to create an account with the administrator role in the tenant, which SP may use as the Customer's representative to add SP's partner ID.

- 23.4.7. **Partner Admin Link ('PAL')**
- 23.4.7.1. Partner Admin Link (PAL) enables Microsoft to identify and recognize partners helping customers achieve business objectives and realize value in the cloud. Customers must first provide the partner access to their resources. Once access is granted, the partner's MPNID is associated with it. This association helps Microsoft understand the ecosystem of IT service providers and refine the tools and programs needed to best support shared customers.
- 23.4.7.2. PAL association only adds the partner's MPN ID to the access already provisioned and does not alter any permissions or provide additional data to the partner or Microsoft.
- 23.4.7.3. Any user from a partner organization who is managing a customer's resources can link a partner's MPN ID to the customer's environment. The MPN ID can be added, changed, or removed only by the partner organization that created the link. The customer or another partner cannot change the MPNID associated via PAL.
- 23.4.7.4. The customer agrees not to revoke PAL access for the duration of this Master Services Agreement.
- 23.4.8. **Privacy and compliance with laws**
- 23.4.8.1. The Customer consents to Microsoft and its agents processing personal information to facilitate the subject matter of this agreement. Customer will obtain all required consents from third parties (including Customer's contacts, resellers, distributors, administrators, and employees) under applicable privacy and data protection laws before providing personal information to Microsoft.
- 23.4.8.2. Personal information collected under this agreement (1) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities, and (2) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of the European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.
- 23.4.8.3. U.S. export. Products, Fixes, and Services Deliverables are subject to U.S. export jurisdiction. Customers must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by the U.S. and other governments related to Microsoft products, services, and technologies.

## 24. Symantec Online Terms and Conditions

- 24.1. Symantec Online Service Terms and Conditions are between the Customer and Symantec Corporation. It consists of the terms and conditions located at or accessed through <https://www.symantec.com/about/legal/repository>. Its terms and the applicable End User License Agreements are binding and effective on the Customer when SP provisions any Subscription containing Symantec Solutions.
- 24.2. The Customer authorises the SP to place orders on the Customer's behalf, manage the Customer's purchases, and log Customer support requests and Customer service credit requests.

## 25. Amazon Web Services ('AWS') Customer Licence Terms

- 25.1. The Amazon Web Services Customer License Terms are between the Customer and Amazon Web Services Incorporated. It consists of the terms and conditions found at <https://s3.amazonaws.com/Reseller-Program-LegalDocuments/AWS+Reseller+Customer+License+Terms.pdf> or such other URL as AWS may designate in the future. Its conditions are binding and effective on the Customer on the date that SP provisions any Subscription containing Amazon Web Services for the Customer.
- 25.2. The Customer authorises the SP to place orders on the Customer's behalf, manage the Customer's purchases, and log Customer support requests and Customer service credit requests.



## 26. Regional Terms

26.1. **South Africa:** These terms apply if SP is **Global Micro Solutions (Pty) Ltd:**

26.1.1. "**Service Credit**" is the Applicable Monthly Service Schedule Fees settled by allocating the Counterpart with a Support Services entitlement of 1000 Reserved Support Units for each R1000 Service Credit approved by SP.

26.1.2. **Service Level Agreement Liability Limits:**

26.1.2.1. **Bronze Success Plan or Bronze SLA:** R5 000 (Five thousand Rand);

26.1.2.2. **Silver Success Plan or Silver SLA:** R50 000 (Fifty thousand Rand);

26.1.2.3. **Gold Success Plan or Gold SLA:** R 250 000 (Two hundred and fifty thousand Rand);

26.1.2.4. **Platinum Success Plan or Platinum SLA:** R 1 000 000 (One million Rand);

26.2. **All other Regions:** These terms apply if SP is **Global Micro IT Technology Solutions Limited:**

26.2.1. "**Service Credit**" is the Applicable Monthly Service Schedule Fee settled by allocating the Counterpart with a Support Services entitlement of 1000 Reserved Support Units for each €50 Service Credit approved by SP.

26.2.2. **Service Level Agreement Liability Limits:**

26.2.2.1. **Bronze Success Plan or Bronze SLA:** €1 000 (One Thousand Euro).

26.2.2.2. **Silver Success Plan or Silver SLA:** €5 000 (Five Thousand Euro).

26.2.2.3. **Gold Success Plan or Gold SLA:** €10 000 (Ten Thousand Euro).

26.2.2.4. **Platinum Success Plan or Platinum SLA:** €50 000 (Fifty Thousand Euro).