

SERVICE LEVEL AGREEMENT January 2020

1. Kibo Connect services are provided as either Business-Class Services or Consumer-Class Services. The service class is typically determined by the connectivity type provided by Kibo Connect. Over-The-Top (OTT) services will inherit the service class from the connectivity type. If Kibo Connect does not provide the connectivity, the service class will be assumed to be Consumer Class.
 - 1.1.1 It is essential that the Customer considers the service class when opting for a service. We advise all clients to opt for a Business-Class services for any mission critical or line of business solutions.
- 1.2 Consumer-Class Services:
 - 1.2.1 These services are supported by the Kibo Connect helpdesk as a Best Effort service.
 - 1.2.2 Consumer-Class Services are supported only during Business Hours.
 - 1.2.3 Tickets must be logged by the customer. Kibo Connect will respond via email with a ticket reference number within one working hour.
 - 1.2.4 Ticket priorities will be managed at the discretion of Kibo Connect. The priority will be based on workload, resource availability, supplier availability, impact and other constraints.
 - 1.2.5 There is no committed time to repair any fault.
 - 1.2.6 Kibo Connect retains the right to implement Fair Usage Policies when managing any Consumer-Class Services.
- 1.3 Business-Class Services:
 - 1.3.1 For the purposes of this clause, "Service Availability" shall mean access from the Kibo Connect CPE at the customers premises to the endpoints measured from 0:00 to 0:00 each day over a 3 (three) month period, provided that no three-month period shall be used more than once for the purposes of calculating penalties in terms of clause 1.3.4 below.
 - 1.3.2 The Customer shall be entitled to Service Availability of:
 - 1.3.2.1 99.5% uptime in respect of Services provided over a single access route, subject to the exclusions in clause 1.3.3 below.
 - 1.3.2.2 99.95% uptime in respect of Services provided over a dual (redundant) access route, subject to the exclusions in clause 1.3.3 below.
 - 1.3.3 Exclusions:
 - 1.3.3.1 Where the issue has not been escalated to the Kibo Connect Support Desk;
 - 1.3.3.2 Where the client is contending their own service;
 - 1.3.3.3 Scheduled downtime, outage, interruption in or unavailability of the service for general maintenance, enhancements, upgrades and modifications thereto;

- 1.3.3.4 Downtime, outage, interruption in or unavailability of the service arising out of or caused by an electricity outage, surge or lightning strike at the Customer premises, force majeure or criminal theft or damage;
- 1.3.3.5 Downtime, outage, interruption in or unavailability of the service arising out of or caused by any act or omission of the Customer, including and without limitation to, accidental damage, operator errors, abnormal operating conditions, the connection of unauthorized peripheral equipment, removal of cables from the terminal equipment, improper use, misuse, neglect or abuse of the service.
- 1.3.3.6 In the event that access to a Customers site is not possible, the delay in time will not be included in the calculation of service unavailability.

1.3.4 The liability of Kibo for failing to achieve the minimum service availability in terms of clause 2 above, will be limited to Kibo incurring a penalty for non-compliance therewith (“the penalty”). The penalty shall be calculated against monthly fees over the relevant three-month period at the rate set out in the table below:

| SINGLE ACCESS ROUTE | | DUAL ACCESS ROUTE | |
|----------------------|---------|----------------------|---------|
| Service Availability | Penalty | Service Availability | Penalty |
| 9.5% | 10% | <99.95% | 10% |
| 99.0% | 15% | <99.0% | 15% |
| <98.5% | 20% | <99.5% | 20% |

- 1.3.5 Penalties for non-compliance shall accrue to the Customer in arrears after the expiration of the relevant 3-month period.
- 1.3.6 The Customer may terminate the relevant Service Order forthwith by giving notice in writing to Kibo in the event that service availability falls below 98% for any three month period during the continuance of this Agreement, provided that the Customer’s right to terminate such Service Order shall be exercised by notice from the Customer to Kibo given and received not later than 30(thirty) days after the date that that service availability falls below 98% or the relevant three month and shall lapse if not so exercised. In addition to a foregoing and in the event that service availability falls below 98% for any three-month period during the continuance of this Agreement, the Customer shall be entitled to a refund of a maximum of 50% of the total monthly fees over the relevant 3-month period.