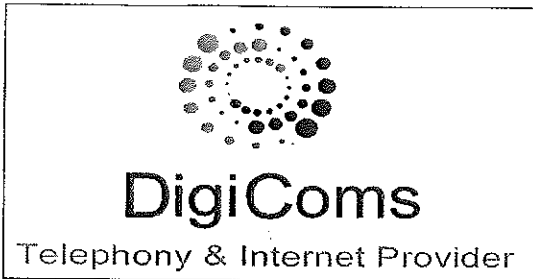


SERVICE LEVEL AGREEMENT

BETWEEN



AND

COMPANY NAME: Iswelopele Local Municipality
NAME: Ishemedi Lucas Mkhwane
ADDRESS: Bosman Street, Civic
Centre, Bultfontein, 9670

1. AGREEMENT ACCEPTANCE

Upon the acceptance of this agreement by DIGICOMS TELECOMMUNICATIONS (PTY) LTD the agreement shall commence on the date as specified for a Minimum period of 33 months subject to the terms and conditions contained herein.

2. DIGICOMS TELECOMMUNICATIONS (PTY) LTD AGREES TO:

- a) Where reasonably possible maintain the equipment in an efficient condition. DIGICOMS TELECOMMUNICATIONS (PTY) LTD shall not be liable for any loss, including consequential loss, arising from the malfunction or failure of the equipment to function or from any other cause whatsoever. The Customer hereby waiving any and all claims it may have against DIGICOMS TELECOMMUNICATIONS (PTY) LTD in respect of any such malfunction or failure; and provided further that DIGICOMS TELECOMMUNICATIONS (PTY) LTD shall not be under any obligation to so maintain the equipment in the event of the customer not complying with any of the obligations placed upon it in terms hereof.
- b) Any repairs or services required by the customer due to the misuse or negligence or outside normal working hours may, at DIGICOMS TELECOMMUNICATIONS (PTY) LTD option, be charged to the customer, in accordance with DIGICOMS TELECOMMUNICATIONS (PTY) LTD current service charges and conditions applicable to equipment not covered by a service level agreement; and provided further that DIGICOMS TELECOMMUNICATIONS (PTY) LTD shall be entitled in its discretion, to modify or replace parts or modules of the equipment when maintaining same, with any such old parts and/or modules which have been replaced becoming the sole and exclusive property of DIGICOMS TELECOMMUNICATIONS (PTY) LTD.
- c) Supply of equipment, parts and modules at DIGICOMS TELECOMMUNICATIONS (PTY) LTD preferred prices applicable at the date of delivery to customer with continuous service agreements.
- d) Not charge an additional travelling charge in respect of the maintenance to be provided by in terms hereof, provided the equipment is situated within DIGICOMS TELECOMMUNICATIONS (PTY) LTD standard service radius of 50 kilometres from any authorized DIGICOMS TELECOMMUNICATIONS (PTY) LTD Service Centre. Maintenance of equipment outside of this radius is subject to additional travelling and time charge.

3. THE CUSTOMER AGREES TO:

- a) Use equipment obtained only from DIGICOMS TELECOMMUNICATIONS (PTY) LTD. Failing to do so DIGICOMS TELECOMMUNICATIONS (PTY) LTD shall have the right summarily and without notice suspend the supply of service, parts, equipment and any other related hardware (without prejudice to any and all of DIGICOMS TELECOMMUNICATIONS (PTY) LTD other rights and/or remedies).
- b) Payment to DIGICOMS TELECOMMUNICATIONS (PTY) LTD is set out in the schedule of charges. This charge includes parts and labour. This rate may vary from time to time in accordance with (DIGICOMS TELECOMMUNICATIONS (PTY) LTD current pricing schedules. These rates will be maintained at competitive levels.
- c) Should the customer not make use of the equipment for any reason whatsoever then in such case the customer shall always be liable for the basic monthly charges for the duration of the service level agreement.
- d) Provide access at any time or times during normal working hours to any authorised representative of DIGICOMS TELECOMMUNICATIONS (PTY) LTD for any of the purpose of this agreement.
- e) Accept liability for damage due to negligence, misuse other than ordinary use on the part of the Customer or its employees or persons who have access to the equipment, DIGICOMS TELECOMMUNICATIONS (PTY) LTD will charge the customer at the current rate applicable to equipment not covered by Service Level Agreement, for repairs necessary by any such causes.
- f) Pay amounts due to DIGICOMS TELECOMMUNICATIONS (PTY) LTD in terms of the schedule of charges specified in clause 12 hereof below) by no later than 30 days from date of invoice, failing to do so gives DIGICOMS TELECOMMUNICATIONS (PTY) LTD the right, summarily and without notice, suspend the supply of service until all outstanding amounts due to are paid (without prejudice to any and all of DIGICOMS TELECOMMUNICATIONS (PTY) LTD other rights and/or remedies).
- g) Comprehensively insure the equipment, at its own cost, against all risk including acts of God, power surges and lightning, and maintain such insurance policy for the duration of this contract.
- h) Inform DIGICOMS TELECOMMUNICATIONS (PTY) LTD in writing, in the event of the customer wishing to reside the equipment, at least one month in advance of the equipment being resided. In this regard, the Customer agrees to pay DIGICOMS TELECOMMUNICATIONS (PTY) LTD residing and installation charges at its then current pricing. In the event of the equipment being resided by any person other than DIGICOMS TELECOMMUNICATIONS (PTY) LTD, then the Customer shall be responsible for any damage/s to the equipment during such residing and for this purpose it shall be presumed (until the contrary is proved) that any defect/s and/or damage/s to the equipment, brought to DIGICOMS TELECOMMUNICATIONS (PTY) LTD attention during

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and/or subsequent to such residing and prior to DIGICOMS TELECOMMUNICATIONS (PTY) LTD completing its next inspection of the equipment, shall have been incurred during such residing.

- i) DIGICOMS TELECOMMUNICATIONS (PTY) LTD ceding and/or assigning its rights and/or obligations under this agreement without notice to the Customer.
- j) If applicable, upgrade or acquire additional back-up equipment from DIGICOMS TELECOMMUNICATIONS (PTY) LTD should the maximum allowable monthly volume of the equipment be exceeded.
- k) DIGICOMS TELECOMMUNICATIONS (PTY) LTD shall have the right to increase the service charge due by the Customer to DIGICOMS TELECOMMUNICATIONS (PTY) LTD in terms of this agreement, in the event of rates pricing increasing due to any reason whatsoever, without any notice of such increase being required to be given by DIGICOMS TELECOMMUNICATIONS (PTY) LTD to the Customer.
- l) The Customer shall be entitled to give 30 (Thirty) days prior written notice to DIGICOMS TELECOMMUNICATIONS (PTY) LTD that he wishes to revert to a Service Level Agreement where the service charges do not include related hardware and /or VOIP services where upon DIGICOMS TELECOMMUNICATIONS (PTY) LTD shall, with effect from the first day of the month following the expiration of the said 30 (Thirty) days notice period, vary such service charges due by the customer to DIGICOMS TELECOMMUNICATIONS (PTY) LTD in terms of this agreement, to bring same in line with rate of charges then currently being charged by DIGICOMS TELECOMMUNICATIONS (PTY) LTD in respect of the Customer with the same type of equipment .

4. DURATION OF AGREEMENT:

- a) This agreement shall commence on installation of the equipment and shall continue for the prescribed initial period, prior to the end of which the Customer shall not be entitled to terminate this agreement. The Customer shall have the right to terminate this agreement upon no less than 90 days prior written notice to DIGICOMS TELECOMMUNICATIONS (PTY) LTD to expire at the end of the prescribed initial period. Thereafter, the Customer shall only be entitled to terminate this agreement on an anniversary of the date of installation of the equipment, provided that in such case the Customer gives no less than 90 days prior written notice thereof to DIGICOMS TELECOMMUNICATIONS (PTY) LTD. In the event of the Customer not terminating the agreement in terms of the provisions of this clause 4.a the Customer shall continue to be bound by the terms of this agreement, which agreement will remain in full force and effect until so terminated by the Customer (subject to DIGICOMS TELECOMMUNICATIONS (PTY) LTD right to cancel this agreement at any stage as provided for and/or envisaged in this agreement).
- b) For the purpose of clause 4.a hereof "written and signed notice" shall mean written notice transmitted via facsimile or delivered by hand to DIGICOMS TELECOMMUNICATIONS (PTY) LTD
- c) Notwithstanding the provisions of clause 4.a hereof above, in the event of DIGICOMS TELECOMMUNICATIONS (PTY) LTD being unable, due to no fault of its own, to supply parts required for and/or consumables used by the equipment, and/or in the event of DIGICOMS TELECOMMUNICATIONS (PTY) LTD no longer having technicians and other such personnel with the necessary technical expertise in order to maintain the equipment in an efficient operating condition due to the technology used is such equipment being rendered outdated, the customer hereby agrees that DIGICOMS TELECOMMUNICATIONS (PTY) LTD shall be entitled to cancel this Agreement on 30 (THIRTY) days prior notice given by it to the Customer at its above address. On such cancellation by DIGICOMS TELECOMMUNICATIONS (PTY) LTD, either party to this agreement shall have no further rights and/or obligations in respect of the other arising out of and/or in terms of this agreement, other than DIGICOMS TELECOMMUNICATIONS (PTY) LTD right to claim payment of any documents due by the Customer to DIGICOMS TELECOMMUNICATIONS (PTY) LTD of this agreement and the Customer's reciprocal obligation to make payment thereof to DIGICOMS TELECOMMUNICATIONS (PTY) LTD.
- d) The prescribed initial period of this agreement shall be 60 months (from date of installation of the equipment) unless specified as being 36 months or month to month in the equipment schedule contained in the service level agreement.

5. ADDITIONAL TRAINING:

The Customer hereby acknowledges and confirms that when supplying the equipment to the Customer, DIGICOMS TELECOMMUNICATIONS (PTY) LTD provided the Customer with instructions on how to use the equipment. In the event of the Customer requiring further instructions and/or training in respect of the use of the equipment, then DIGICOMS TELECOMMUNICATIONS (PTY) LTD agrees to attend to such further instructing and/or training where reasonably possible and the Customer agrees that it shall be liable for, and shall pay DIGICOMS TELECOMMUNICATIONS (PTY) LTD charges in respect of such instructing and/or training at the then prescribed rate that DIGICOMS TELECOMMUNICATIONS (PTY) LTD so charges therefore.

- 6. In the event of the Customer obtaining spares and servicing in respect of the equipment from any other party other than DIGICOMS TELECOMMUNICATIONS (PTY) LTD, DIGICOMS TELECOMMUNICATIONS (PTY) LTD shall have the option, without prejudice to any other right and/or remedy it may have, to cancel this agreement and proceed against the Customer for any damages suffered by it as a result of such early cancellation.
- 7. The Customer agrees that it may not cede and/or assign any of its rights and/or obligations under this agreement without prior written consent of DIGICOMS TELECOMMUNICATIONS (PTY) LTD being had and obtained.
- 8. In the event of any amount due in terms hereof not being paid on due date or in the event of the Customer breaching any of the terms of this agreement (all of which shall be deemed material and going to the root of this agreement), DIGICOMS TELECOMMUNICATIONS (PTY) LTD shall be entitled to forthwith cancel this agreement, claim all amounts which are in arrears at the date of cancellation and claim (without prejudice to any other relief which it may have against the Customer in lieu of the relief provided to DIGICOMS TELECOMMUNICATIONS (PTY) LTD (in this clause, and whether in common law or otherwise and whether for damages or otherwise) as pre-estimated liquidated damages either:
 - a) The total amount of all DIGICOMS TELECOMMUNICATIONS (PTY) LTD minimum billing charges, that would have been paid by the customer to DIGICOMS TELECOMMUNICATIONS (PTY) LTD for that portion of the prescribed initial period, referred to in clause 4.d hereof above, still remaining after the aforesaid cancellation; or

12. Equipment to be Supplied/Service

Installation Date:

PREVIOUSLY INSTALLED BY OTHER PROVIDER .

Description:

PHONES .

Serial number/s:

SEE ATTACHED DOCUMENTS .

14. Schedule of Charges (excluding VAT)

Fixed monthly amount
(MINIMUM BILLING)

R. 3913.60 EXCL.

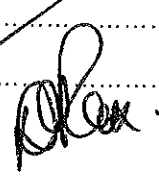
15% Escalation per annum

15. Debit order authorisation

Authority is hereby granted to debit my/our account in the name of
currently at :

Name of bank: Branch:

Account number: Branch code:

Authorising Signatures: 1.  2. Date


16. Surety

I/We hereby bind myself/ourselves as sureties and co-principal debtor in accordance with the suretyship terms and condition set out in clause 16.

Full Name and Address Signature

Full Name and Address Signature

17. Signed on behalf of DIGICOMS TELECOMMUNICATIONS (PTY) LTD Signed on behalf of Customer as mentioned above

Signature:  Signature:

Name in full: DELARAY WEROUX Name in full: JANNIE KOTZE

Title: GM Title: (Being duly authorised hereto)

Date: 1 October 2014 Date: 1 October 2014

