1. **Interpretation**

Unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expression bear corresponding meanings or where not defined therein, their generally understood meaning in the ICT industry-

* 1. **“Business Day**” means any day other than Saturday, Sunday or any public holiday in the Republic of South Africa;
  2. **“Business Hour”** means 08h00 to 17h00 (GMT +2);
  3. **“Day”** means calendar day;
  4. **“End Customer”** means Vodacom’s customer;
  5. “**First Line Support**” means general support for Vodacom’s users regarding basic diagnostic issues and procedures such as, "how to," software administration, searching for items, and infrastructure availability (i.e. LAN, web, Internet Service Mezzanine, application, and database access). The Enterprise User will contact their Enterprise IT Support team for technical First Line Support who will recreate the problem and propose a solution or workaround. Problems not resolved during this activity will be escalated to Second Line Support level by the Enterprise IT Support team.
  6. **“Mean time to Respond”** or **“MTTr”** means the mean time to respond and is defined as the average time when the incident is logged by (i) the End Customer (ii) Vodacom to the time the incident is captured in Mezzanine logging system. Mezzanine is obliged to immediately log a service ticket upon becoming aware of the incident;
  7. **“Mean time to Restore”** or **“MTTR”** means the mean time to restore and is defined as the average time when the incident is logged by (i) the End Customer (ii) Vodacom, to the time the Service is restored by Mezzanine. Mezzanine is obliged to immediately log a service ticket upon becoming aware of the incident;
  8. **“Second Line Support**” means the resolution of more complex issues (e.g. security problems, functional problems, and configuration problems) using backup systems and detailed product knowledge, and technical specialists. It consists of the analysis of a problem with the latest applicable regular level of supported product version licensed and/or shipped and conveys the material needed for re-production to licensor. Where this process results in a non-satisfactory outcome Third Level Support is triggered;
  9. “**Service Cover Period**” or “**SCP**” means the standard Vodacom timeframe within which Mezzanine needs to render the Support Services;
  10. “**Severity Class 1**” means a failure resulting in a total loss of Vodacom service to the End Customer or a major part of the service thereof is down, with no workaround or the provided workaround is not acceptable to the End Customer because of its business impact, preventing use of the entire service and resulting in a major business disruption and loss of access;
  11. “**Severity Class 2**” means a component of the Vodacom service to the End Customer is down, causing significant operational impact. An implementation is operational but its functionality is seriously affected. If a workaround has been provided, the loss of functionality can only be sustained for a short time. Or there is a problem preventing roll-out / go-live / implementation;
  12. “**Severity Class 3**” means any failure of the Vodacom service to the End Customer that impacts the performance of the function of the service. The user can circumvent the problem and can progress with some inconvenience. An implementation is operational but a problem has been identified and a specific portion of the system either provides incorrect results or is not operating as documented; It includes any item logged by an End Customer who agrees that the item can form part of the long term Product roadmap, in favour of higher priority development requirements;
  13. “**SLA**” means service level agreement as further specified in section 2.3.1;
  14. **“SLA Measurement Period”** has the meaning as defined in section 2.3.1.2;
  15. **“Third Line Support”** means support to resolve issues requiring the assistance of engineering expertise. This is the highest level of support and resolution and may require an Update of the Software or a new release (e.g. upgrade) of the Software where appropriate;
      1. Service Level Agreements
         1. SLA regarding the Resolution of Incidents

Mezzanine must comply with, and do all things necessary to give effect to the SLA. All incidents and service calls logged at the Customer Service Operating Centre (“CSOC”) during SCP get a priority assigned based on the severity class of the incident and the need to be responded to and restored within the time frame defined below.

**Fig. 1 SLA Service Desk**

|  |  |  |
| --- | --- | --- |
| Severity Class | MTTr | MTTR |
| 1 | within 30 minutes | 100% within 24 hours; and maintained 24/7/365. |
| 2 | within 30 minutes | 100% within two (2) South African business days; monitored and maintained during business hours. |
| 3 | within 1 hour | 100% within ten (10) South African business days; monitored and maintained during business hours. |

* + - 1. SLA Measurement Period

The SLA Measurement Period begins on the first Day of every month and ends on the last Day of that month. The SLA Measurement Period for new service elements will start from the first Day of the following month following the final commissioning date of the service element. The service element will be removed from the SLA Measurement Period from the date the Service or part thereof is decommissioned.

* + - 1. Clock Stop Incidents

The SLA Measurement Period is interrupted by an occurrence beyond the reasonable control of Mezzanine and caused without its fault or negligence to the extent it prevents Mezzanine to render the Services that are subject to and measured by the SLA. These occurrences include but are not limited to the following:

(1) No or delayed access to the Customer premises to restore the Services;

(2) Negligence or abuse of Mezzanines Equipment by the Customer or any representative of the Customer;

(3) Any Customer action that Mezzanine is dependent on to resolve the incident including but not limited to testing and the contractibility of the Customer;

(4) Scheduled and agreed downtime e.g. for maintenance purposes.

* + - 1. Mezzanine Escalation Matrix

Mezzanine will manage their support ticketing system to escalate incidents internally and to expedite the resolution of incidents. Each escalation level will decide what additional actions are necessary and whether additional resources are required.

If the incident cannot be resolved within 50 % (fifty per cent) of the agreed time (Fig. 2), the incident will be escalated to the escalation level 2. If the escalation level 2 cannot resolve the incident within 75 % (seventy-five per cent) of the agreed time (including the 50 % (fifty-five per cent) of the escalation level 1), the incident will be escalated to the escalation level 3 for final resolution.

The escalation procedure for all incidences shall follow the resolution path as indicated below:

**Fig. 2 Escalation Matrix**

**1940**

**0821940**

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**Level 1:**

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**Level 2:**

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**Level 3:**

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**Escalation L1**

**Log Incident**

**Escalation L2**

**Escalation L3**

**Escalation Procedure**

* + 1. Support Services

The Mezzanine will render Support Services to finally resolve all Vodacom incidents relating to this SOW within the SLA.

Vodacom will comply with certain responsibilities of cooperation to enable the Mezzanine to render the Support Services.

* + - 1. First Line Support

First Line Support shall be the responsibility of the End Customer IT Support team.

2.3.3.2. Second Line Support

Incidents the End Customer IT Support team cannot promptly resolve will be handed over to the Vodacom 1940 call centre. Vodacom provides a Business Hour Service Cover Period (SCP) for this Support Service.

2.3.3.3. Third Line Support

Third Line Support will be routed to Mezzanine Ware to provide troubleshooting and technical support on the Mezzanine applications.

* + 1. Maintenance window

Maintenance services will only be rendered by Mezzanine between 22h00 to 05h00 or as agreed by the End Customer on a case-by-case basis.