

SERVICE LEVEL AGREEMENT

entered into by and between

PANACEA MOBILE CC

Reg: 2009/176187/23

Herein represented by Stefano Corrado Sessa

and

YOUR COMPANY

1. INTERPRETATION AND PRELIMINARY

The headings of the clauses in this agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this agreement nor any clause hereof. In this agreement, unless a contrary intention clearly appears.

1.1 words importing

1.1.1 any one gender include the other two genders:

1.1.2 the singular include the plural and vice versa; and

1.1.3 natural persons include created entities (corporate or non-corporate) and vice versa;

1.2 the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely :

1.2.1 “the supplier” shall refer to Panacea Mobile registration number 2009/176187/23

1.2.2 “the product” shall refer to the vSMSC software

1.2.3 Availability shall refer to the way in which issues can be submitted or queried with “the supplier”

1.2.4 “Reaction time” shall refer to the time to acknowledge an issue and start attending to said issue

1.2.5 Bug fixes refer to any latent defects of the product

1.2.6 The “software” shall refer to Panacea Mobile vSMSC

1.2.7 “Reaction time” means shall refer to the time when in an issue is acknowledged and the attendance time

1.3 any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time;

1.4 if any provision in a definition is a substantive provision imposing rights or obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the agreement;

1.5 when any number of days is prescribed in this agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;

1.6 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;

1.7 Expressions defined in this agreement shall bear the same meanings in schedules or annexures to this agreement which do not themselves contain their own definitions.

2. SERVICE TO BE PROVIDED

It is recorded that the following services will be provided by the supplier:

- 2.1 Support of the vSMSC product
- 2.2 Support to Kannel and the SMPP box
- 2.3 Support to changes that fall within the scope of the requirement for which this platform should be used
- 2.4 Bug fixes relating to latent defects of the software provided.
- 2.5 Upgrades to the new stable versions of the “software”
- 2.6 Attendance to the security issues not addressed in the stable versions
- 2.7 Attendance to critical operational issues with wide spread effects on system
- 2.8 Attendance to any bugs and issues discovered in software created by “the supplier”

3. AVAILABILITY & COMMUNICATION

- 3.1 Communication will take place via email and instant messenger (Skype, GTalk, Yahoo)
- 3.2 Availability hours will be business hours (Monday to Friday, 8am to 6pm GMT+2)
- 3.3 Issue resolving reaction time: within 12 hours

4. PAYMENT

- 4.1 Payment will be made on the 1st day of every month unless the 1st falls on a Sunday in which case it will be payable on the Monday.

4.2 Any support to be done outside the terms of this agreement will billed accordingly at a rate of EURO **65 per hour** within business hours

4.3 Any support required after business hours will be charged for at a rate of EURO **65 per hour (GMT + 2)**

5. ISSUE REACTION TIME

5.1 It is agreed that SLA 2 will apply

5.2 As agreed by the parties, the reaction time will no more than 6 (SIX) hours.

6. DISPUTES AND ARBITRATION

6.1 Should any dispute arise between the parties to this agreement, such dispute will be referred to the President of the Law Society of the Cape of Good Hope for arbitration. Both parties to this agreement will abide by this ruling

7. WHOLE AGREEMENT, NON-WAIVER

7.1 This agreement constitutes the whole agreement between the parties relating to the subject matter hereof.

7.2 No amendment or consensual cancellation of this agreement or any provision or term thereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this agreement and no settlement of any Dispute arising under this agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this agreement shall be binding unless recorded in a written document signed by all parties to this agreement. Any such extension, waiver or

relaxation or suspension, which is so given or made, shall be strictly construed as relating to the matter in respect whereof it was made or given.

8 DOMICILIUM CITANDI ET EXECUTANDI

The parties choose as their *domicilia citandi et executandi* for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

8.1 PANACEA MOBILE CC

**92 Loop Street
Cape Town
South Africa
8000
Tel: +27 21 82 441 7000**

8.2 YOUR COMPANY

8.3 Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing but it shall be competent to give notice by email or telefax.

8.4 Any party may, by notice to any other party, change the physical address chosen as its *domicilium citandi et executandi* vis-à-vis that party to another physical address in or its telefax number Provided that the change shall become effective vis-à-vis that addressee on the 4th business day from the deemed receipt of the notice by the addressee.

- 8.5 Any notice to a party:
- 8.5.1 sent by prepaid registered post in a correctly addressed envelope to it as it's ***domicilium citandi et executandi*** shall be deemed to have been received on the business day after posting unless the contrary has been provided.
 - 8.5.2 delivered by hand to a responsible person during ordinary business hours shall be deemed to have been received on the day of delivery.
 - 8.5.3 sent by telefax to its chosen telefax number or by email to its chosen email address as stipulated in clause 27.1, shall be deemed to have been received on the date of despatch (unless the contrary the contrary is proved).
 - 8.5.4 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen ***domicilium citandi et executandi***.

9 COSTS

The costs of and incidental to the drawing of this agreement, including the stamp duty hereon, shall be borne by the Company.

10 INDULGENCES

No indulgence granted by a party shall constitute a waiver of any of that party's rights under this agreement; accordingly, that party shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the other which may have arisen in the past or which may arise in the future.

11 VARIATIONS AND CANCELLATIONS

No agreement varying, adding to, deleting from or cancelling this agreement, shall be effective unless reduced to writing and signed by or on behalf of the parties. It is recorded that there exists no collateral and/or other agreements and that this is the sole agreement entered into by and between the parties.

12 SEVERABILITY

If any term or provision or part thereof (in this clause called "the offending provision") contained in this agreement shall for any reason whatsoever be declared or become unenforceable, invalid, or illegal including but without derogating from the generality of the foregoing, a decision by any court, an Act of Parliament or any statutory or other by laws or regulations or any other requirements having the force of law, the other terms and provisions of this agreement shall remain in full force and effect as if this agreement had been executed without the offending provision appearing therein.

13 BREACH

Should any party breach any of its obligations in terms hereof and persist in such breach for a period of seven (7) days after written notice will have been received from the other party, then the aggrieved party shall be entitled without prejudice to any rights which it may have in terms hereof or at law, to :

- 13.1.1 Specific performance and damages, or
- 13.1.2 cancel this agreement and claim damages

- 13.2 Any amount falling due for payment by any party in terms of this agreement and remaining unpaid after due date, shall bear

1. _____

2. _____

**BY AND ON BEHALF OF
PANACEA MOBILE CC**

SIGNED AT

ON THIS DAY OF

2011

AS WITNESSES:

2. _____

2. _____

**BY AND ON BEHALF OF
YOUR COMPANY**