



## Technical Support SLA

HomePC : Services Level Agreement

Home PC CC  
V.A.T. NO: 4910180472  
CK 99 05995/23

Client : \_\_\_\_\_

Version 1.4

Date modified : \_\_\_\_\_2022

This document contains the description of the Services Level Agreement between HomePC cc and the above mentioned client.

# Table of Contents

|                                                            |    |
|------------------------------------------------------------|----|
| <b>Working hours</b>                                       | 4  |
| <b>Duration</b>                                            | 5  |
| <b>Definitions</b>                                         | 5  |
| 1. Remote Package (R250pm per Computer)                    | 5  |
| 2. On-site Package (R500pm per Computer)                   | 6  |
| 3. Super Hour Package (R850p-hour per month)               | 6  |
| <b>Requirements</b>                                        | 7  |
| <b>Services Description</b>                                | 8  |
| Priority support                                           | 9  |
| Standard Support                                           | 9  |
| <b>Restrictions</b>                                        | 9  |
| <b>Content Filter</b>                                      | 10 |
| Wan4u Content filter Mikrotik Integration (variable costs) | 10 |
| <b>Costs</b>                                               | 11 |
| <b>Payment Terms</b>                                       | 11 |
| <b>Obligations</b>                                         | 12 |
| <b>Circumstantial changes</b>                              | 12 |
| <b>Breach of Agreement</b>                                 | 12 |
| <b>Jurisdiction</b>                                        | 13 |
| <b>Address to receive notices or documents</b>             | 14 |
| <b>Force Majeure</b>                                       | 14 |
| <b>General</b>                                             | 15 |
| <b>Confidentiality Agreement</b>                           | 15 |
| <b>Formalities</b>                                         | 15 |

# Services Level Agreement

Between

HomePC cc

and

Company name: \_\_\_\_\_

Reg nr: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_

from here on referred to as "the Client"

# Overview

This document represents the Services Level Agreement between HomePC cc and the Client.

The terms and conditions of this agreement shall take precedence over any other terms and conditions that may have been discussed by the parties. Any changes that needs to be made to this agreement will be invalid until cancellation and reissuing of this contract.

Both parties described in this document conclude their agreement on the terms and conditions listed as chapters below in this document.

## Goals and Objectives

The objective of this agreement is to ensure that all parties agree on the services that will be provided by HomePC for the Client and to ensure that all commitments from both parties are agreed upon to ensure the provisioning and sustainability of the services provided.

The goals of this agreement is to :

1. Provide a clear reference to service ownership, accountability, roles and responsibilities.
2. Provide a clear description of the service provided to the client.

## Working hours

Monday to Friday 08:30 – 16:30.

# Duration

This agreement will commence on \_\_\_\_\_ and will continue for 1 year. From there on, it will continue on a month to month basis until either party decides to terminate the agreement.

The agreement shall not continue indefinitely but it may be extended by agreement between the parties without the need to reissue this agreement, subject to consensus on any price increases, amendments to service standards, or any other matters the parties deem appropriate. If there are changes to the agreement, this agreement should be amended and reissued. No variation, alteration or consensual cancellation of this agreement shall be of any force or effect, unless in writing and signed by all of the parties.

Unless one month's written notice has been given by either of the two parties, this contract will be automatically renewed, and an increase of up to 10% may be enforced.

# Definitions

HomePC offers 3 different packages as defined below. With an additional Content Filter package designed for your company or organization specific needs.

## 1. Remote Package (R250pm per Computer per month)

Support included for this package covers:

- Operating systems.
- Basic Microsoft Office programs.
- Email related issues.
- 20% Discount on all hardware

It should be noted that the onus is on the client to ensure that all software being used is licensed for each computer on which it is installed. We are not responsible to keep your product keys or passwords.

The monthly maintenance items included in this package are as follows:

- Bi-monthly remote access login (with AnyDesk) to do:
  - Computer Health
  - Regular virus scans (Anti-virus need to be purchased)
  - Hardware integrity checks

- Unwanted program removal
- File system check and clean
- Disk and memory usage check
- Browser checks (Mal-ware and ad-ware removal)
- Once a month onsite inspection on all contracted devices.
- Monthly Microsoft and Anti-virus software update checks and other software update checks where necessary.
- Discount on labour per hour, R420 on call out Fees.

## 2. On-site Package (R500pm per Computer)

Support included for this package covers:

- Operating systems.
- Basic 3rd party office programs.
- Email and network connectivity related issues.

It should be noted that the onus is on the client to ensure that all software being used is licensed for each computer on which it is installed. We are not responsible to keep your product keys or passwords.

The monthly maintenance items included in this package are as follows:

- Bi-monthly remote access login (with AnyDesk) to do:
  - Computer Health
  - Regular virus scans (Anti-virus need to be purchased)
  - Hardware integrity checks
  - Unwanted program removal
  - File system check and clean
  - Disk and memory usage check
  - Browser checks (Mal-ware and ad-ware removal)
  - Monthly Microsoft and Anti-virus software update checks and other software update checks where necessary.
  - Monthly backup recovery of selected items to verify the practical integrity of backups.
  - Bi-annual audit of all hardware and software.

## 3. Super Hour Package (R850p-hour per month)

Support included for this package covers:

- Operating systems
- Basic 3rd party office programs
- Email and network connectivity related issues.

This package is not intended for a continuous maintenance solution, but rather based on a specific situation which the client can describe. The client needs to specify what issues they experience so that the technician can properly assess the severity of the problem. You will not be limited to one computer only but can be multiple computers depending on the reach of the problem.

All problems must be:

- Computer or network related
- Software related that is not exclusive to support of specialised developers. (Example, fixing software development problems)

Only the specified problems described by the client will be addressed during the hour of on-site support. The problems need to be properly defined or listed and given through via email to the technician before the technician can drive out or visit the client. If there is time left after the problems have been fixed, the technician will be allowed to spend the remaining time on any further issues that may be present. Or the technician will stop and the remaining time will be usable during the remainder of the month.

It should be noted that the onus is on the client to ensure that all software being used is licensed for each computer on which it is installed. We are not responsible to keep your product keys or passwords.

The monthly Super Hour items included in this package are as follows:

- Bi-monthly remote access login (with AnyDesk) if asked for by the client.
- Computer Health checks for each computer worked on which includes:
  - Hardware integrity checks
  - Disk and memory usage check
  - Browser checks (Mal-ware and ad-ware removal)
  - Recommendations for improvement

## Requirements

A suitable anti-virus protection mechanism must be in place to prevent any workstation from being affected by any virus. If such a system is not in place, then recovery from damage to any workstation caused by any virus will be excluded from this contract. The recommended anti-virus packages are Kaspersky, Avira, Bitdefender. HomePC will provide you with Kaspersky Internet Security for the listed computers.

Remote access must be enabled for remote support and will be maintained by Home PC. We prefer Anydesk for remote logins. Any computer which requires remote support or services enabled by the internet must have a stable internet connection.

## Services Description

HomePC cc shall provide technical support to the client based on the package which the client has chosen, as defined in the previous section.

The client may order and agree upon additional services or additional hours under this agreement, by signing additional schedule(s) or agreement(s) with HomePC cc. All additional services shall be governed firstly by the terms and conditions of this agreement and then by the provisions of such additional agreements. The additional service(s) shall come into effect on the date agreed by the parties. There will be a 1 (one) week time period to allow HomePC to prepare for and start carrying out their services as agreed upon in this document.

This written agreement constitutes the entire agreement between the parties, and no representation by any of the parties or their agents, whether made prior or subsequent to the signing of this agreement shall be binding on any of the parties unless in writing and signed by the parties.

HomePC cc will try it's best to provide the services in this agreement in the highest professional level, however, HomePC cc shall not be held accountable and shall be held harmless from any liability, penalties, losses, damages, costs, expenses, attorney's fees, causes of action or claims caused by or resulting indirectly from the use of the services rendered by HomePC cc. This includes failure of services provided by third parties in order to complete the services in this agreement.

Services and their definitions are described and categorised further into two levels of support, priority support and standard support.

HomePC will be assigned by the Client as sole Network administration role.

All New and current stationery devices eg. Printers, Phones and computers must be authorised by HomePC before connecting to the network.





## Priority support

Priority support is defined as any malfunction or breakdown event occurring which affects multiple computers, company infrastructure, shared files, networks, routers or which critically compromises the company in any way and prevents them to function and operate as a normal.



## Standard Support

Standard support is defined as any other technical support, considered as minor support, which does not critically affect the business. Considering issues that are irritating rather than compulsory to be sorted out.

# Restrictions

It is the client's responsibility to ensure that all software being used is licensed for each computer on which it is installed on or used on.

The client is responsible for their own password management. HomePC is not responsible for storing any product keys or passwords.

This contract covers technical support only. Hardware components and software packages that need to be purchased will be done so at the expense of the client.

The installation of new software packages will be excluded from this contract, and the support of such packages will be included in the contract once the inventory has been appropriately amended, and any resultant contract changes have been agreed upon.

Technical support for accounting packages (like Pastel, Sage, POS, Quickbooks, etc) are specifically excluded from this contract, except for updates and activation as it may be required from time to time, as long as this does not conflict with the policies enforced by the specified package.

Computer hardware used for research and development and which is non-user hardware will be excluded from this contract. Other third-party specialised software will be supported to the extent of installation and assisting the technicians.

# Wan4u Content Filter

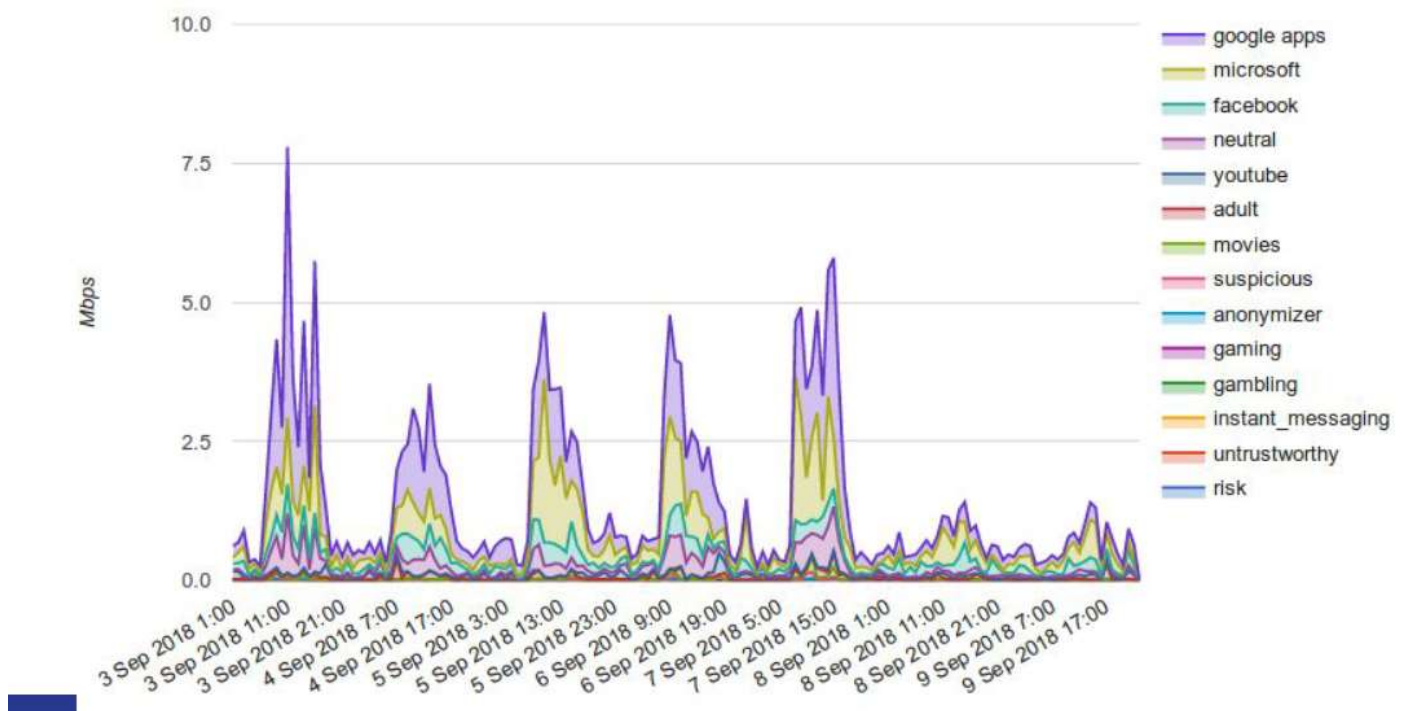
## MikroTik Integration (variable costs)

Some companies need to monitor their data flow and how the staff use the internet.

Dashboard:

The Dashboard provides an overview of the state of your network at a glance. It is extremely useful for quickly viewing what is happening on the network and getting the current status of the Firewall server at a glance.

## MikroTik Enforcer Portal - Dashboard



Apps:

By default, the Dashboard will display several widgets showing different information. However, the Dashboard is completely customizable. Widgets can be removed and added so the administrator sees exactly the information that is important to them.

Reports:

The Reports navigation makes it easy to find the information you need. View individual reports and navigate through the Reports app on a tablet or phone.

# Costs

HomePC shall be entitled to charge additional charges for services not covered by this agreement, for any work carried out at the clients written request, where the work is to be done outside of HomePC normal working hours, and for commercial travel and per diem expenses not included under this agreement. Such charges shall be agreed in writing by both parties prior to any work being done.

All charges in this agreement are exclusive of Value Added Tax. All standard and priority support will be included in the monthly support fee.

Where telephonic support is given, the client will telephone for support to pay for the telephone costs, if requested to do so.

On demand services require immediate payment. All other contract fees are payable monthly in advance and are conducted with the Netcash debit order transfer system. The Client accepts and gives permission to subtract money from their bank account using the debit order facility provided by Netcash.

# Payment Terms

HomePC shall submit an invoice to the client for the service fee together with all other agreed upon charges on the 25<sup>th</sup> of each month.

The client shall pay the amount charged before the 1<sup>st</sup> of the following month.

In the event of late payment, the services offered by HomePC to the client in this agreement will be terminated effective immediately and will continue again until the duration of the agreement as soon as all outstanding fees of the client have been paid to HomePC.

Payment for the services described in this document should be made per debit order or any other agreed upon payment solution.

A rejection fee of R 115 bank charges will be made in the event of rejected debit order, and may be deducted on the next debit order pull.

Any additional costs should be made per EFT or any other agreed upon payment solution.

## HomePC cc banking details

ABSA BANK

Acc no. 4049116339

Branch code: 509145

# Obligations

HomePC shall be solely responsible for :

- Providing technical support services to the client based on the package chosen by the client.

The Client shall be solely responsible for :

- Supplying HomePC with all the necessary information about their computer and network related problems.
- Choosing a support plan and ensuring that payments are made in a timely manner.

# Circumstantial changes

If the circumstances surrounding the fulfilment of this agreement should alter materially from those prevailing at the time of signature of this agreement, then the parties undertake to renegotiate such terms and provisions of this agreement as may be necessary to ensure that this agreement remains fair and equitable to each of the parties.

# Breach of Agreement

If a dispute arises between the parties concerning any matter relating to this agreement, then both parties shall enter into negotiations, in good faith, in order to resolve the matter.

If the parties are unable to resolve the matter between them, they may but are not obligated to refer the matter to arbitration. The arbitrator may in turn appoint an independent expert in the field in which the dispute has arisen, provided that both parties accept and agree on the arbitrator and his choice of independent expert and the terms and conditions of his appointment. The arbitrator shall decide the matter, and both parties shall agree to be bound by his decision.

In the event that the parties are unable to resolve the matter, or fail to agree on either an arbitrator or an expert, or the terms and conditions of his appointment, or if either party is in repeated breach of this agreement, then the party who has been aggrieved shall give written notice to the other party calling on it to remedy any breach of the agreement. If the other party fails to remedy the breach within 7 (seven) days of receipt of the notice, then the aggrieved party may elect to cancel the agreement, or to demand specific performance, without prejudice to its rights to claim damages and without prejudice to any other rights it may have in law.

## Jurisdiction

Both Parties consent to the jurisdiction of the Magistrate's Court in respect of any action or proceedings which may be brought against either of them by the other; provided that either party shall be entitled to bring any proceedings in the High Court where such proceedings would, but for this consent, fall outside the jurisdiction of the Magistrate's Court.

# Address to receive notices or documents

The parties choose the following as their addresses for the receipt of any notices or documents in terms of this agreement, including any documents that may be issued by a court of law:

## **Address of HomePC cc**

525 Rachel De Beer St  
Pretoria  
0182  
Gauteng  
South Africa

## **Address of the client**

---

---

---

---

Either party may change the address given above on written notice to the other, provided that the address is a physical place of business or residence, and not merely a postal address.

Every notice shall be deemed, unless the contrary is proved, to have been received:  
If delivered by hand, on the date of delivery;

## Force Majeure

Neither party shall be in breach of this agreement, where the inability to comply with any obligation is caused by Force Majeure. Force majeure shall include, but is not limited to; war, riots, civil commotion, natural physical disaster, death or long term illness, any action by government or public authority, and circumstances wholly beyond the control of the parties.

Notice of an occurrence of force majeure shall be given to the other party as soon as possible, and shall include details of the event, and the likely effect it may have on either party's obligations in terms of this agreement.

Should either party be prevented from carrying out its contractual obligations for a continuous period of 14 (fourteen) days, this agreement may, at the other party's instance, be terminated on the expiry of the 14 (fourteen) day period.

HomePC (as the service provider) shall be entitled during the 14 (fourteen)-day period to make such temporary arrangements as may be necessary to ensure the continuous provision of the services in this agreement.

Should the client be prevented from carrying out its contractual obligations towards HomePC according to this agreement in the event of force majeure, the client or a legal representative of the client should provide a new representative to act as the client until contract completion.

## General

Neither party may cede or assign any of their rights or obligations in terms of this agreement to any person, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

## Confidentiality Agreement

All of the details of this agreement, that which is not known to the general public, shall be considered as confidential, and shall not be given in any form whatsoever to a third party, without prior written consent of the other party. This excludes any necessary information required by a third party in order to give effect to the provisions of this agreement.

HomePC shall keep in confidence and protect proprietary information from disclosure to third parties, as it acknowledges that unauthorized disclosure of such information may cause economic loss to the client or its clients.

## Formalities

The parties agree that they will do all things and sign all documents necessary to give effect to the terms of this agreement.

# Debit order mandate

Monthly debit order request

HomePC is hereby authorised to arrange with my bank or building society to collect the monthly subscription rate against my bank or transmission account (wherever it may be) in terms of a debit order. This transaction will occur every 1st of each month, cancellation must be done before 25th prior cancellation.

Date of first withdrawal 01/ \_\_\_\_ /202\_\_

Client banking details (for debit order):

|                |                                                                     |
|----------------|---------------------------------------------------------------------|
| Bank           |                                                                     |
| Branch Name    |                                                                     |
| Branch Code    |                                                                     |
| Type           | <input type="checkbox"/> Cheque<br><input type="checkbox"/> Savings |
| Account Number |                                                                     |

Choose your plan:

| Plan                                        | Number of units        | *Discount      | Amount   |
|---------------------------------------------|------------------------|----------------|----------|
| <input type="checkbox"/> Remote Package     | x R250 pm per computer |                | R        |
| <input type="checkbox"/> On-site Package    | x R500 pm per computer |                | R        |
| <input type="checkbox"/> Super Hour Package | x R850 pm per hour     |                | R        |
| <input type="checkbox"/> Content Filter     | Billed from Wan4u      |                | R        |
|                                             |                        | Total incl VAT | <b>R</b> |

\*Please note the following discount of total amount:

Computers 5-10 = 10%

Computers 10-15 = 15%

Computers 15-20+ = 20%



Clients situated further than 20km will be charged an additional travel fee of R200 per 10km.

-----  
Signature of payer or authorised official

## Signatures

By signing this agreement, both parties agree upon the services and requirements described in this agreement.

### HomePC cc

Full Names \_\_\_\_\_

Signature \_\_\_\_\_

Signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 202\_\_

Witnesses:

Names \_\_\_\_\_ Names \_\_\_\_\_

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Who by his/her signature warrants that he/she is duly authorized.

-----

### The client

Full Names \_\_\_\_\_

Signature \_\_\_\_\_

Signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 202\_\_

Witnesses:

Name \_\_\_\_\_ Name \_\_\_\_\_

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Who by his/her signature warrants that he/she is duly authorized.