PROFITPRO HOSTING & MAINTENANCE SLA

Service Level Agreement | Effective Date: [START DATE]

Service Provider Contact

Company: AI SOLUTIONS (PTY) LTD

Contact: RUDOLF JACOBS

EMAIL:
RUDOLF@A-I-SOLUTIONS.CO.ZA

Phone: +27 78 802 7374

Client Contact

Company: SEDGE Accelerator

Contact: NEWTON BALOYI

EMAIL:
NEWTON@SEDGEACCELERATOR.CO.ZA

Phone: +27 82 460 8790

1. SERVICE OVERVIEW

This Service Level Agreement (SLA) governs the hosting, monitoring, and maintenance services for the ProfitPro Governance & Project Automation Management Application between the Service Provider and Client.

2. MONTHLY RETAINER SERVICES

SERVICE COMPONENT	DESCRIPTION	MONTHLY FEE
Hosting & Monitoring	Cloud hosting, uptime monitoring, automated backups, security patches	R750.00
Standby Support	2 hours per month for support requests (non-cumulative)	R500.00
Total Monthly Retainer		**R1,250.00**

20. EXIT ASSISTANCE & DATA RETURN

- Upon termination or expiry, the Service Provider will provide a final data backup/export upon request

- Additional exit assistance (knowledge transfer, migration support) is billable at standard rates

- Administrator access will be transferred/rotated upon full settlement of outstanding amounts

21. TAXES

Except where expressly stated, fees exclude taxes. Client is responsible for all applicable taxes, duties, and withholdings, excluding taxes based on the Service Provider's net income.

22. FORCE MAJEURE

Neither party is liable for delays or failures due to events beyond reasonable control (including power outages, ISP failures, strikes, natural disasters, or government actions). Service targets and timelines are paused for the duration of the event.

This SLA is effective from [START DATE] and renews monthly unless terminated with 30 days notice.

For the Service Provider:

_____

Authorized Signatory

Date: _____

AI SOLUTIONS (PTY) LTD
Registration: 2019/370291/07
7 Poplar Street, SE3, Vanderbijlpark, 1911
Contact: Rudolf Jacobs | Email: rudolf@a-i-solutions.co.za

For the Client:

Newton Baloyi
_____

Authorized Signatory

Date: 26/09/2025_____

SEDGE Accelerator
Registration: 2023/855960/07
KS13 Rietvlei Farm, Portion 28, Polokwane, 0699
Contact: Newton Baloyi | Email: newton@sedgeaccelerator.co.za

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Phone:	+27 78 802 7374
Emergency:	+27 78 802 7374

Client Contact

Company:	SEDGE Accelerator
Contact:	NEWTON BALOYI
Email:	NEWTON@SEDGEIMPACT.COM
Phone:	+27 82 460 8790

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3. SERVICE SPECIFICATIONS

3.1 Hosting Services

- 99.9% uptime guarantee
- Daily automated backups (retained for 30 days)
- SSL certificate management and renewal
- Security patch management
- Performance monitoring and optimization
- Monthly uptime reports

3.2 Support Services

- 2 hours standby support per month (non-cumulative)
- Target response times (business hours):
- Critical issues: Within 1 hour
- Non-critical issues: Within 4 hours
- Target resolution time: Within 24 hours for critical issues
- Email and phone support channels
- Response times are targets, not guarantees, and most issues receive immediate attention

4. BUSINESS HOURS & BILLING STRUCTURE

Business Hours: Monday to Friday, 8:00 AM - 5:00 PM (South African Standard Time)

4.1 Additional Hours Pricing

TIME PERIOD	RATE	BILLING STRUCTURE
Business Hours	R500.00/hour	1st hour billed immediately, then prorata billing
Outside Business Hours	R750.00/hour	1st hour billed immediately, then prorata billing

4.2 Billing Terms

- Additional hours are billed in 15-minute increments after the first hour
- Invoices for additional hours are issued monthly
- Payment terms: 7 days from invoice date
- Late payment interest: 2% per month

5. SERVICE LEVEL TARGETS

- **Uptime:** 99.9% monthly availability
- **Response Time:** 4 hours during business hours
- **Resolution Time:** 24 hours for critical issues
- **Backup Verification:** Weekly backup integrity checks
- **Security Updates:** Within 48 hours of release

These targets are service objectives and not guarantees, and no service credits apply. Targets exclude Scheduled Maintenance, emergency security maintenance, and outages or degradations caused by third-party providers beyond the Service Provider's reasonable control.

6. SUPPORT REQUEST PROCESS

1. Client submits support request via email or phone
2. Service Provider acknowledges receipt within 4 hours
3. Issue is classified and prioritized
4. Resolution begins based on priority and available retainer hours
5. Client is notified of resolution or additional hours requirement

7. EXCLUSIONS

The following services are not included in the monthly retainer:

- Major feature enhancements or new functionality development
- Third-party integration modifications
- Data recovery from client-caused issues
- Training or documentation updates beyond initial scope

8. TERMINATION

- Either party may terminate with 30 days written notice
- Pro-rata refund for unused retainer services
- Client responsible for data migration assistance
- Final invoice for any outstanding additional hours

9. PAYMENT & BILLING

- Monthly retainer is invoiced in advance at the start of each service month and payable within 7 days
- Non-payment: Services may be suspended if any invoice remains unpaid beyond 7 days, without liability for resulting delays or downtime
- Retainer fees are non-refundable once the service month has commenced
- Client retains full ownership and access to the codebase repository (e.g., GitHub). The Service Provider may suspend access to managed hosting environments and associated credentials for maintenance and support purposes until overdue amounts are fully paid, while Client retains access to their owned codebase
- Client is responsible for reasonable costs of collection (including legal fees) on overdue amounts; no set-off of undisputed amounts

10. CLIENT RESPONSIBILITIES

- Provide timely access to required information, credentials, designated points of contact, and decision makers

- Maintain accurate contact and alert details for incident communications

- Ensure Client-provided content, data, and instructions are lawful and do not infringe third-party rights

- Maintain Client-managed systems, power, and connectivity; the Service Provider is not responsible for local ISP or power issues

- Follow the support request process and assign appropriate incident severity

11. THIRD-PARTY SERVICES & DEPENDENCIES

- The SLA relies on third-party providers (e.g., cloud infrastructure, DNS, email/SMS gateways, payment processors)

- The Service Provider is not liable for outages, changes, or degradations caused by third parties

- Third-party fees are borne by Client unless otherwise agreed in writing

12. MAINTENANCE WINDOWS

- Scheduled Maintenance will be performed with at least 48 hours prior notice and typically outside business hours

- Emergency maintenance (e.g., security patches) may be performed with shorter notice where required

- Time spent on Scheduled or emergency maintenance does not count toward uptime targets

13. BACKUPS & RECOVERY

- Daily backups retained for 30 days; best-effort Recovery Point Objective (RPO) up to 24 hours

- Best-effort Recovery Time Objective (RTO) for critical incidents within 24 hours, subject to third-party availability

- Restore requests and data exports are billable at standard support rates

- Backups may not capture in-flight transactions or external service data

14. DATA PROTECTION & PRIVACY

Client is the controller of any personal data; the Service Provider acts as processor and will process such data solely on Client's documented instructions. The Service Provider implements reasonable technical and organizational measures appropriate to the risk; no system is 100% secure. Where a personal data breach is confirmed, the Service Provider will notify Client without undue delay and, where feasible, within 72 hours of becoming aware. A separate data processing addendum may be executed upon request.

15. SERVICE LIMITATIONS, LIABILITY & REMEDIES

Service targets are objectives only and do not constitute warranties or guarantees. The Service Provider does not offer service credits under this SLA; Client's sole remedies are those set out in the applicable master agreement (e.g., Software Development Contract). To the extent this SLA is used standalone, the Service Provider's total aggregate liability shall be limited to the fees paid by Client for the three (3) months preceding the event giving rise to liability, and in no event shall the Service Provider be liable for indirect or consequential losses, including loss of data, profits, revenue, or business opportunities.

16. RATE ADJUSTMENTS

- Monthly retainer and hourly rates may be adjusted with 30 days written notice (agreement must agreed upon by both parties in writing)
- Pass-through changes in third-party fees may take effect upon notice
- Annual adjustments may be aligned to CPI or prevailing market rates

17. ORDER OF PRECEDENCE

In case of conflict between this SLA and the Software Development Contract, the Software Development Contract prevails. In case of conflict with the Development Plan, this SLA prevails.

18. NOTICES

Notices may be provided by email to the parties' stated contact addresses and are deemed received on the next business day if sent after 17:00 SAST, otherwise on the day sent.

19. ESCALATION OF CHANGES TO THIS AGREEMENT

Any changes to this agreement must be agreed upon by both parties in writing. Annual rate adjustments are subject to approval by both parties.

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Contact: Rudolf Jacobs | Email: rudolf@a-i-solutions.co.za

For the Client:

____ Newton Baloyi _____
Authorized Signatory

Date: __26 September 2025__

SEDGE Accelerator
Registration: 2023/855960/07
KS13 Rietvlei Farm, Portion 28, Polokwane, 0699
Contact: Newton Baloyi | Email: newton@sedgeimpact.com