



Product Terms

MTALK PBX

1. INTERPRETATION

- 1.1 Unless the context clearly indicates the contrary, any term defined in the General Terms when used herein, shall bear the same meaning as defined in the General Terms.
- 1.2 To the extent that there is any contradiction between the General Terms and these Product Terms the following order of precedence shall apply: (i) these Product Terms; and (ii) the General Terms.
- 1.3 By using MTALK PBX, Customer agrees that he/she/it has read, understand and are bound by:
 - 1.3.1 the General Terms and Conditions and Use Policies under “**General Terms**” and other notices under “**Notices**” on MWEB Business’ Legal Webpage; and
 - 1.3.2 the Product Terms set out herein;
(collectively the “**MWEB Business Terms**”).
- 1.4 Customer’s use of MTALK PBX indicates Customer’s acceptance without modification of the MWEB Business Terms, which will constitute a legal agreement between Customer and MWEB Business.
- 1.5 For the sake of compatibility with the Agreement and more specifically the General Terms and where applicable, any reference made to:
 - 1.5.1 payment of any amount in terms of this MTALK PBX Terms, shall be deemed to be payment of Service Fees, as defined in the General Terms; and
 - 1.5.2 the sale of Equipment shall be deemed to be Services rendered by MWEB Business.
- 1.6 Unless the context clearly indicates to the contrary, the following words bear the meanings ascribed thereto:
 - 1.6.1 “**Application Form**” means the application form/s completed and signed by Customer for the initiation of the MTALK PBX;

- 1.6.2 **“Production System”** means the Equipment and the Operating Software which will be: (i) sold to Customer in terms of the Product Terms set out herein; and (ii) hosted at Customer’s premises;
- 1.6.3 **“Equipment”** means any router, gateway, server, security device, telecommunications equipment, control unit and/or any other equipment selected by Customer in the Application Form to be the subject of the MTALK PBX and shall include any relevant software, hardware, cables, connectors, programmes, interfaces, associated media, printed materials, and/or on-line or electronic documentation accompanying it;
- 1.6.4 **“Faulty Equipment”** means Equipment which does not operate, in all material aspects, to the specifications described in the respective products’ technical documentation. Equipment will not be considered as faulty if there is any damage sustained post installation to the Equipment, or if Customer or any unauthorized person opens, alters or amends the Equipment in any way or attempts to fix it in any way;
- 1.6.5 **“General Terms”** means the terms and conditions set out in the general terms and conditions for MWEB Business’ customers, which is available at <http://www.mwebbusiness.co.za/Legal.aspx> under the heading General Terms;
- 1.6.6 **“MTALK PBX”** means the maintenance and support services MWEB Business will provide to Customer as envisaged in the provisions of these Product Terms;
- 1.6.7 **“Operating Software”** means without being limited thereto all Supplier’s developed software and any add on software supplied by the Supplier to provide voice related services and exclude all software applications specifically designed and developed for Customer and/or any other site specific customizations or set-up software;
- 1.6.8 **“Supplier”** means the company supplying the Product System to MWEB Business, including the manufacturer of the Production System or a selling agent of such manufacturer which includes without limitation Avaya Inc and/or VBX Telecoms.

2. DURATION

- 2.1 MTALK PBX shall commence with effect from the date of installation of the MTALK PBX by MWEB Business and endure for an initial period selected by Customer in the Application Form and/or the duration of the finance period, whichever is applicable (hereinafter referred to as the “**Initial Period**”). Notwithstanding the aforesaid, the provisions of this clause 2.1 are subject to Customer's termination rights detailed in clauses 7.5, 7.6 and 7.11 of the General Terms where clauses 7.5, 7.6 and 7.11 of the General Terms are applicable to Customer.
- 2.2 Either Party may terminate the MTALK PBX at the end of the Initial Period by giving the other Party 3 (three) calendar months written notice of termination prior to the end of the Initial Period. Any notice of termination given by Customer during the Initial Period shall only become effective upon the expiry of the Initial Period.
- 2.3 If neither Party has given notice as contemplated in clause 2.2 above, the MTALK PBX shall endure indefinitely thereafter on the same terms and conditions, provided that either Party shall be entitled to terminate the MTALK PBX on 3 (three) calendar months written notice to the other to that effect.
- 2.4 Notwithstanding the provisions of clauses 2.1 and 2.2 above, Customer acknowledges that MWEB Business shall (without payment of any penalty of whatsoever nature), be entitled to terminate MTALK PBX at any time during the Initial Period including any renewal period thereof, on 30 (thirty) days written notice to Customer should MWEB Business' agreement with the Supplier terminate.
- 2.5 In the event of a termination, (and such termination does not fall within the provisions of clause 2.4 above), Customer's use of the MTALK PBX shall be deemed terminated. However, in the event that Customer logs on to the MTALK PBX following a termination, the terms and conditions of the Agreement will apply to Customer and Customer shall be liable to pay the full usage costs to MWEB Business however, this shall in no way constitute a revival of the Agreement between the Parties and MWEB Business shall furthermore be entitled to terminate the MTALK PBX without notice to Customer.
- 2.6 To the extent that the MTALK provided to Customer is suspended by MWEB Business in terms of the provisions of clauses 9 and 12 of the General Terms or for any other reason whatsoever Customer acknowledges that it will forfeit its access to and/or use of the MTAL PBX, but Customer shall still be liable to pay the Service Fees during such suspension.

3. PURCHASE PRICE AND SERVICES FEES

- 3.1 Customer shall pay to MWEB Business in advance the full amount set out in the Application Form and/or any addendum thereto, chargeable for the sale of the Production System to Customer as envisaged in clause 4 below, within 7 (seven) days of submission of the signed Application Form and/or any addendum thereto, without deduction or set-off of any amount of whatsoever nature or for whatsoever reason. Such amount shall be deposited into MWEB Business's account set out in the Application Form and/or any addendum thereto, unless specifically otherwise advised in writing by MWEB Business from time to time.
- 3.2 Customer shall pay MWEB Business the Services Fees specified in the Application Form in respect of the provision of the MTALK PBX Services in accordance with the provisions set out in the General Terms.
- 3.3 All applicable taxes, rates or governmental levies, if any, and VAT shall be for the account of Customer.
- 3.4 Without limiting the provisions of the General Terms, Customer acknowledges: (i) that the price chargeable for Production System is affected by the Rand and Dollar exchange and as such MWEB Business will be entitled to adjust the price for the Production System at any time should there be a change in the Rand and Dollar exchange; and (ii) agrees to allow MWEB Business to debit his/her/its account with the applicable price for the Production System for that month and/or to invoice him/her/it with the applicable price for Production System.
- 3.5 Customer further acknowledge that the price chargeable for the Production System may be changed by the Supplier at any time prior to the delivery date and as such MWEB Business will be entitled to adjust the price chargeable for Production System at any time should the Supplier increase the price of the Production System.

4. TERMS AND CONDITIONS APPLICABLE TO THE SALE OF THE PRODUCTION SYSTEM

- 4.1 MWEB Business sells the Production System and provides the Service to Customer at the price set forth in the Application Form and/or any addendum thereto. Any Equipment sold by MWEB Business to Customer shall be deemed to be on the terms and conditions set out in: (i) these Product Terms; (ii) the General Terms and (iii) the Use Policies.
- 4.2 Ownership in the Production System supplied by MWEB Business to Customer whether such Production System is attached to other property or not, shall pass to Customer upon payment of the full purchase price inclusive of VAT (and all applicable taxes, rates or governmental levies, if any), and any other charges levied by MWEB Business in terms of these Product Terms and/or Agreement.

- 4.3 Customer shall not without limiting the provisions of the General Terms allow the Production System and/or Equipment only to become encumbered in any manner whatsoever prior to the payment of the full purchase price and shall advise third parties of the rights of MWEB Business in the Production System.
- 4.4 Customer shall upon submission of the duly signed Application Form and/or any addendum thereto not be entitled to withdraw and/or cancel the order for the Production System without MWEB Business's prior written approval. Notwithstanding the aforesaid, the provisions of this clause are subject to Customer's termination rights detailed in clauses 7.5, 7.6 and 7.11 of the General Terms where clauses 7.5, 7.6 and 7.11 of the General Terms are applicable to Customer.
- 4.5 Customer acknowledges and agrees that all quotations whether written or verbal are:
- 4.5.1 valid and binding on the Parties for a period of 30 (thirty) days from the date of submission of a quotation and/or Application Form to Customer by MWEB Business;
- 4.5.2 dependant on the prevailing rate of exchange applicable to the: (i) Production System; or (ii) Equipment only; or (iii) Operating Software only; and in the event of a change to the prevailing rate of exchange, MWEB Business shall be entitled to adjust such quoted prices after the expiry of 30 (thirty) days from the date of quotation and Customer shall not be entitled in any manner whatsoever to terminate the Application Form and/or to cancel the order of the: (i) Production System; or (ii) Equipment only; or (iii) Operating Software only.
- 4.6 Notwithstanding the provisions of the General Terms, Customer acknowledges that for the purposes of the provisions of this clause 4, any reference to days as set out in clauses 4.5.1 and 4.5.2 above mean "normal days".
- 4.7 By submitting the Application Form, Customer acknowledges and agrees that the nature and specifications of the Production System is known to Customer and accepts that it is suitable for the purpose it is intended and will be used.

5. DELIVERY OF THE PRODUCTION SYSTEM

- 5.1 MWEB Business or its agents will deliver the Production System to Customer's premises at Customer's cost. A signed delivery note by Customer (including his/her/its employee, representative, carrier, agent or nominee) shall constitute *prima facie* proof that the Production System was delivered to and received by Customer in good condition.

- 5.2 MWEB Business and/or its agents shall on the delivery and/or on the date agreed upon by the Parties attend to the installation, set-up and/or configuration of the Production System and the relevant Service Fees shall be applicable and chargeable to Customer. Delivery and installation, set-up and/or configuration of the Production System shall take place on MWEB Business' working days and during business hours.
- 5.3 The risk of damage to, destruction or theft of the Production System and/or Equipment only shall pass to Customer upon delivery of the Production System and/or Equipment only at Customer's premises.
- 5.4 Customer shall allow MWEB Business or its agents, all reasonable access to its premises for the purposes of the installation and/or set-up and/or configuration of the Production System and/or Equipment only. A signed confirmation by Customer (including his/her/its employee, representative, carrier, agent or nominee) that installation and/or set-up and/or configuration, whichever is/are applicable, of the Production System and/or Equipment only was done shall constitute *prima facie* proof that it was done according to Customer's specification and agreement. MWEB Business will not be liable for any incorrect configuration or call routing.
- 5.5 Customer acknowledges and agrees that the delivery and/or installation and/or set up and/or configuration date/s whichever is applicable quoted to Customer are merely estimates and are not binding on MWEB Business. MWEB Business shall use its reasonable commercial endeavours to comply with the agreed delivery and/or installation and/or set-up and/or configuration date/s, whichever is/are applicable, but Customer shall not be entitled to cancel the order of the Production System and/or Equipment only or MTALK PBX Services or refuse to accept delivery, installation, set-up and/or configuration of the Production System and/or Equipment only because of MWEB Business' failure to deliver and install the Production System and/or Equipment on the agreed date/s. The provisions of this clause 5 are subject to Customer's termination rights detailed in clauses 7.11 of the General Terms where clause 7.11 of the General Terms is applicable to Customer.
- 5.6 Customer shall, without limiting the generality of the General Terms, not be able to hold MWEB Business or its agents liable under any circumstances, for any loss, damage, costs, expense or injury, including without limitation direct, indirect, incidental, special, punitive or consequential loss, loss of profit loss of anticipated savings, loss of goodwill, loss of revenue, loss of customers or clients caused or arising in any manner whatsoever from:
- 5.6.1 the delivery and/or installation and/or set-up and/or configuration of the Production System or failure to do so on the agreed date/s;

5.6.2 incorrect and/or delayed delivery, installation, set up and/or configuration, of the Production System which ever is applicable; and/or

5.6.3 failure to deliver, install, set up and/or configure the Production System on the specified dates.

6. SUPPLIER/VENDOR'S/MANUFACTURER'S WARRANTIES–AVAYA (IF SELECTED)

6.1 Without derogating from the provisions of clause 10 of the General Terms, the Customer agrees, that the Production System is sold on the condition that the vendor's/ manufacturer's/supplier's limited warranties apply. MWEB Business does not warrant workmanship, performance, suitability or compatibility of the Production System and/or the Equipment only or the Operating Software only. The Customer must familiarize himself/ herself/itself with the scope and cover of such limited warranty, which includes provisions relating to the damages caused by a failure to adhere to the vendor's/ manufacture's/ supplier's instructions and/or use by an unqualified person.

6.2 All guarantees or warranties will be null and void should any Production System and/or any of its components which includes the Equipment, Operating Software be tampered with or should the seals on the Equipment be broken or should the Production System, and/or any of its components which includes without limitation Equipment and/or Operating Software be operated outside the manufacturer's, supplier's and/or vendor's specifications.

6.3 All guarantee and/or warranty claims must be supported by the original tax invoice and the goods must be in their original packaging and must be accompanied by all accessories and manuals must be intact. All items must be returned in "as new" condition.

6.4 Customer shall be responsible:

6.4.1 to deliver and collect the defective Equipment to and from MWEB Business and/or the vendor's/ manufacturer's/ supplier's offices at Customer's own expense and risk;

6.4.2 for all risk in the Equipment while the Equipment is in possession of the vendor/ manufacturer during repairs).

7. SUPPLIER/VENDOR AND/OR MANUFACTURER'S WARRANTIES – VBX TELECOMS (IF SELECTED)

- 7.1 Without derogating from the provisions of clause 10 of the General Terms, the Customer agrees, that the Production System is sold on the condition that the Supplier's limited warranties apply. MWEB Business does not warrant workmanship, performance, suitability or compatibility of the Production System and/or the Equipment only or the Operating Software. The Customer must familiarize himself/ herself/itself with the scope and cover of such limited warranty, which includes provisions relating to the damages caused by a failure to adhere to the Supplier's instructions and/or use by an unqualified person.
- 7.2 All warranties will be null and void should any Production System and/or any of its components which includes the Equipment, Operating Software be tampered with or should the seals on the Equipment be broken or should the Production System, and/or any of its components which includes without limitation Equipment and the Operating Software be operated outside the Supplier's specifications.
- 7.3 All warranties claims must be supported by the original tax invoice and the Equipment including all the accessories of the Production System must be in their original packaging and must be accompanied by all accessories and manuals must be intact. All items must be returned in "as new" condition.
- 7.4 Customer shall be responsible:
- 7.4.1 to deliver and collect the defective Equipment to and from the MWEB Business' offices at Customer's own expense and risk;
- 7.4.2 for all risk to the Equipment while the Equipment is in possession of the Supplier and/or MWEB Business during repairs.
- 7.5 Customer acknowledges and agrees that where:
- 7.5.1 **the Production System is purchased outright:** the Supplier will provide Customer with a warranty on new, repaired, and/or replaced part of the Production System for a period of 12 (twelve) months (hereinafter referred to as the "**Warranty Period**"), from the date of installation of the Production System. Upon expiry of the Warranty Period, Customer will be obligated to purchase extended warranty for the Production System from MWEB Business in order for the Production System to remain under the Supplier's warranty failing which the warranty on the Production System will automatically terminate without notice to Customer after the expiry of the Warranty Period.

7.5.2 **the Production System is financed by a finance company:** the Supplier will for a period of 12 (twelve) months calculated from the installation date (“**Warranty Period**”), provide Customer with a warranty on new, repaired and/or replaced (including parts and/or faulty workmanship) parts of the Production System at the costs specified in the proposal sent to Customer and/or Application Form. Upon expiry of the Warranty Period, Customer will be obligated to purchase extended warranty for the Production System from MWEB Business in order for the Production System to remain under the Supplier’s warranty failing which, the warranty on the Production System will automatically terminate without notice to Customer after the expiry of the Warranty Period.

8. TERMS AND CONDITIONS APPLICABLE TO MTALK PBX SUPPORT SERVICES

8.1 Subject to clause 8.2 below and except if specifically agreed upon in terms of the these Product Terms and/or Agreement, Customer acknowledges and agrees that nothing set out in these Product Terms places any obligation on MWEB Business with regard to the maintenance and support of the Production System and any such maintenance and support services shall only be rendered by MWEB Business to Customer if:

8.1.1 the Production System is supplied by MWEB Business;

8.1.2 Customer has purchased the Production System outright from MWEB Business and has indicated the provision of the MTALK PBX Services in the Application Form;

8.1.3 the Production System is financed by the Finance Company.

8.2 Customer acknowledges and agrees further that if the Production System is financed by the Finance Company:

8.2.1 MWEB Business is obligated to provide the MTALK PBX Services and as such, the MTALK PBX Service shall automatically be added to the sale of the Production System even if such factor is not indicated and/or specified in the Application Form;

8.2.2 MWEB Business will provide the MTALK PBX Services to Customer for the duration of the finance period subject to these Product Terms and the Agreement;

8.2.3 nothing set out in these MTALK PBX Services places any obligation on MWEB Business to continue to provide the MTALK PBX services after the expiry of the finance period and MWEB Business shall only provide such Services provided Customer completes the Application Form for the initiation of the MTALK PBX Services after the expiry of the finance period.

8.3 MWEB Business shall subject to the provisions of clause 8.2 above and clause 11 below provide the MTALK PBX Services for the Production System as follows:

8.3.1 Telephonic and remote support services:

MWEB Business will provide Customer with:

8.3.1.1 unlimited telephonic support on a 24 (twenty four) hour, 7 (seven) days a week basis;

8.3.1.2 4 (four) hour response time on remote support requirement from the time that the call is logged with MWEB Business. Remote support constitutes configuration changes that can be done via a remote connection.

8.3.2 On site Production System support and maintenance:

8.3.2.1 MWEB Business will provide Customer with 18 (eighteen) hours of on site Production System maintenance and PBX configuration changes, which shall include travel time.

8.3.2.2 On site Production System maintenance includes replacement or repair of Faulty Equipment, and collection and post-replacement installation.

8.3.2.3 On site support is only conducted on working days and during business hours.

8.3.2.4 After hours on site support and on site support after the 18 hours referred to in 8.3.2.1 above is up, will be charged for as per the terms and conditions for Professional Services Product Terms which are available at <http://www.mwebbusiness.co.za/legal/ProductTerms.aspx> under the heading "**Professional Services**";

8.3.2.5 MWEB Business will use its reasonable commercial endeavours to have an engineer on site, on the Business Day in accordance with the provisions of clause 11 below.

8.3.2.6 MWEB Business will replace Faulty Equipment on site, where possible, in accordance with the provisions of clause 11 below.

8.3.2.7 If the Faulty Equipment is diagnosed and identified telephonically, an engineer will bring replacement Equipment in accordance with the provisions of clause 11 below, on callout, subject to availability of stock.

8.3.2.8 If MWEB Business is not able to identify the Equipment fault telephonically, an on site visit will be made to diagnose the problem. Should the engineer find that Equipment is faulty, MWEB will replace such Faulty Equipment in accordance with the provisions of clause 11 below subject to the availability of stock.

- 8.4 Customer acknowledges that where the Production System is supplied by MWEB Business via AVAYA Inc, MWEB Business shall after the first year of service as provided for in clause 8.3 above, cease to provide the MTALK PBX to Customer unless Customer purchases a further MTALK PBX Support Contract from MWEB Business. If a MTALK PBX Support Contract has been purchased by Customer, the terms and conditions contained herein and specifically in clause 6.2 above will continue to apply for the duration of said contract and Customer agrees to be bound by such terms.
- 8.5 Customer shall, without limiting the generality of the General Terms, not be able to hold MWEB Business liable under any circumstances, for any loss, damage, costs, expense or injury, including without limitation direct, indirect, incidental, special, punitive or consequential loss, loss of profit, loss of anticipated savings, loss of goodwill, loss of revenue, loss of customers or clients caused or arising in any manner whatsoever (directly or indirectly) from: (i) the termination of the telecommunication service by any third party telecommunications network and/or MWEB Business for any reason whatsoever; (ii) suspension and/or discontinuation of the telecommunication line; and/or (iii) Customer's breach of any third party telecommunications network's terms and conditions applicable; and/or (iv) breach of any of the provisions of the Agreement. Customer furthermore hereby unconditionally and irrevocably indemnifies MWEB Business and agrees to hold MWEB Business harmless from and against any costs, losses, harm, liabilities, expenses, damages, fines or injury of whatever nature, directly and/or indirectly suffered or incurred by MWEB Business or for any such claims instituted against MWEB Business by a third party, arising out of or relating to a breach of any of the provisions of the Agreement.

8.6 Customer acknowledges that the following circumstances and events may impact upon its use of the Production System and/or Service and further that these circumstances and/or events are beyond MWEB Business control: (a) use of line rental service by other customers; (b) limitations upon national and/or international bandwidth capacity; (c) telecommunication service operator failures, which includes telecommunication links and line failures; (d) operating systems; (e) access technology failures; (f) atmospheric conditions including without limitation bad weather conditions and/or other causes of interference; (g) quality of service of telecommunication links or lines; (h) any action, omission and/or failure by Customer and/or his/her/its systems, software, network and/or equipment which has an impact on the Production System and/or Service; (i) any system downtime; (j) any other action, omission and/or failure not within MWEB Business' control which has an impact on the Equipment or the Service.

9. LICENSING AND INTELLECTUAL PROPERTY RIGHTS

9.1 Where applicable, MWEB Business grants to Customer a non-transferable, personal, non-exclusive sub-license to use any software provided with the Equipment and shall use such software solely on and in conjunction with the Equipment on the terms and conditions as provided by the vendor/manufacturer/supplier of the Equipment or MWEB Business, whichever is applicable. Customer shall not copy, translate, modify, adapt, decompile, disassemble or reverse engineer the software or convert the whole or any part of the software from object code into source code.

9.2 MWEB Business will not be responsible for the licensing of any software unless such software forms part of the Equipment or is specified in the Application Form.

9.3 All rights, title and interest in and to all intellectual property relating to any Equipment owned by the any Party/ vendor/ manufacturer/ and/or supplier shall at all times remain the sole property of such persons.

9.4 Customer warrants that the use of the Equipment shall not infringe any intellectual property rights of any third party.

9.5 Customer agrees that any software, as contemplated above, will be installed and used by Customer at his sole risk and responsibility. MWEB Business shall not be liable for any defects in such software and Customer furthermore expressly disclaims any direct, indirect, incidental, special, punitive or consequential losses or damages which arise or may arise out of the use of such software.

10. TELEPHONY SERVICES

- 10.1 Voicemail services rely on the physical storage of voicemail on devices at the Customer's premises. MWEB Business will not be responsible for the quality of voicemail messages as this is dependant on various conditions outside of our control. MWEB Business will also not be liable for any missing voicemail messages.
- 10.2 Telephone services based on PSTN and third party telecommunications infrastructure are subject to outages and degradation of said infrastructure. MWEB Business assumes no responsibility for the functioning of these services.
- 10.3 MWEB Business will not be responsible for any unexpected call charges. The responsibility of managing and monitoring phone usage and costs lie with the Customer.

11. SERVICE LEVEL AGREEMENT

11.1 All service requests and technical support calls can be logged 24 hours per day, 365 days per year with MWEB Business' Technical Assistance Centre by:

11.1.1 E-mail premier@mweb.com

11.1.2 Telephone 0860 000 158

11.2 Customer will be required to provide the Technical Assistance Centre with its name, customer number, contact person, contact details and a complete description of the problem.

11.3 MWEB Business will endeavour to respond to the problem immediately. Should MWEB Business' Technical Assistance Centre not be able to respond to the problem immediately, the problem will be escalated as follows:

11.3.1 2nd tier engineering team

11.3.2 Supervisor – Technical Assistance Centre

11.3.3 Manager – Technical Assistance Centre

11.3.4 Second Level Support Manager

11.3.5 Technical Operations Manager

11.4 MWEB Business will keep Customer informed of the progress of the problem resolution. MWEB Business will endeavour to adhere to the following timeframe (in business hours) with regard to feedback:

11.4.1 Critical Disruptions: Total loss of all services 2 hour

11.4.2 Service Disruptions: Serious degradation of services 2 hours

11.4.3 Service Incidents: Minor loss/degradation of services 4 hours

11.4.4 Service Queries: No loss/degradation of services 4 hours

- 11.5 MWEB Business will use its reasonable commercial endeavours to repair any fault logged with it remotely within the following timeframe (in business hours):
- | | |
|--|--------|
| 11.5.1 Critical Disruptions: Total loss of all services | 4hour |
| 11.5.2 Service Disruptions: Serious degradation of services | 4hours |
| 11.5.3 Service Incidents: Minor loss/degradation of services | 8hours |
| 11.5.4 Service Queries: No loss/degradation of services | 8hours |
- 11.6 Except if otherwise indicated on the Application Form in the event that the Equipment requires to be repaired and/or replaced at Customer's premises, MWEB Business will use its reasonable commercial endeavours to repair and/or replace Customer's Equipment within:
- 11.6.1 1 (one) business day for critical Disruptions, if Customer's premises are situated within 100km radius from MWEB Business' offices;
- 11.6.2 2 (two) business days for Critical Disruptions, if Customer's premises are situated outside 100KM radius from MWEB Business' offices;
- 11.6.3 2 (two) business days for Service Disruptions;
- 11.6.4 4 (four) business days for Service Incidents.
- 11.7 Should MWEB Business be required to provide support services at Customer's premises, Customer shall allow MWEB Business' support staff or its agents reasonable access to its premises and the Equipment for the purposes of performing support services as envisaged in this clause 11 and/or to effect any repairs or replacement of the Equipment. If Customer's premises are situated beyond a radius of 100km from MWEB Business' offices, Customer acknowledges that MWEB Business reserves the right to charge reasonable fees for such support, management, repair and/or replacement services fees.
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