

Standard Conditions of Service: Data

1. AGREEMENT

The Subscriber subscribes to and Provider undertakes to provide the following service ("the Service")

- 1.1 Provider will provide the Subscriber with a blend of local and international symmetrical internet bandwidth access at the maximum of the capacity agreed.
- 1.2 Fiber services are provided at carrier grade service level and other access media are provided as best effort services and does not constitute any guarantees on a Service Level and all services are subject to the Provider's fair use policy, available on request.
- 1.3 The access price quoted is the monthly access line cost to the Provider's point of presence and subject to the access provider's best effort of service.
- 1.4 Installation to site is at a fixed, quoted non-recurring cost.
- 1.5 The prices of the access are subject to periodic commercial escalations during the period of service.
- 1.6 The Provider does not take responsibility for any action, event or occurrence that may cause the Subscriber harm by its use of the service or by any party whatsoever that may result from using the service either directly or indirectly. It is and remains the sole responsibility of the Subscriber to protect itself from any unauthorized intrusion or usage to or of the service. It remains the Subscriber's sole responsibility to set its equipment and to react timely to events and notices that may occur.

2. DURATION

- 2.1 This Agreement will commence on the date of signature and first billing will commence on actual connection ("the Connection Date") and will endure, as per the agreed Proposal.
- 2.2 The Subscriber's may not cancel this Agreement should there be any wilful interference or hindrance of the Service or inability or failure of its own equipment.
- 2.3 The Subscriber consents to a 'settling in' period not exceeding 60 days from installation in which technical, access, quality and reliability factors will be optimized.

3. TERMINATION

Should the Subscriber terminate the Agreement for any reason other than Provider un-remedied breach as per 8.2 or should Provider terminate this Agreement because of the Subscriber's non-payment or breach, the full Connectivity cost for the remaining portion of the agreement term becomes due and payable immediately.

4. SUPPORT COSTS

The full-priced Agreement is inclusive of the cost of maintenance, service and support to keep the Service operational for the duration of the agreement.

At any discounted price, service and support will be charged at the prevailing rates, available on request. Prices quoted are a reasonable estimation for facilitation and provisioning of the Service. Should additional site-build be required, costs will be at Subscriber's cost

5. PAYMENT OF CHARGES

The Subscriber shall pay at the applicable rate:

- 5.1 In advance: The monthly Connectivity Cost for the continuous connection of the Service which includes connectivity and Rental for customer premises equipment ('CPE');
- 5.2 All payments by debit order or other pre-arrangement **within three working days after the date of the invoice** issued by Provider in respect thereof. Subscribers not paying by debit order are subject to an administration fee of R25 per site. TeleMasters reserves the right to require prepayment on the Service when the Customer has defaulted on payment.

6. NO WITHOLDING

The Subscriber is not entitled to withhold any payment for any reason whatsoever and neither shall the Subscriber be entitled to claim a remission of Connectivity charges unless Provider fails to maintain the Services.

7. INTEREST

Provider shall be entitled to charge interest on overdue amounts at 15,5% per annum calculated from due date to date of receipt of payment in full.

8. BREACH

- 8.1 If the Subscriber fails to make payment of any amount payable on due date, Provider shall be entitled, immediately and without prior notice, to either cancel this agreement or claim specific performance, without prejudice to its rights to claim damages.
- 8.2 If a party breaches any other term or condition of this agreement and fails to remedy such breach within 14 (fourteen) days of notice by the aggrieved party by registered mail requiring it to remedy such breach, the aggrieved party shall be entitled without further notice to cancel this agreement or claim specific performance without prejudice to its rights to claim damages.

9. CHANGES IN TARIFFS

Should the charges payable for the Services by Provider' Service Providers change, Provider may adjust the charges payable by the Subscriber in terms hereof accordingly. The terms and prices in this Agreement remain confidential and may not be divulged.

10. CERTIFICATE

A written certificate issued and signed by any Director of Provider shall constitute prima facie proof of the amount and extent of any indebtedness of the Subscriber to Provider for purposes of Summary Judgement and/or Provisional Judgement proceedings. It is hereby agreed that, in the event of such certificate being issued, the Subscriber will carry the burden of proving, on a balance of probabilities, that such amount is not due and payable.

11. COSTS

Should the Subscriber be in default, it will be liable to pay all expenses actually incurred by the Provider either on behalf of the Subscriber or as a result of the Subscriber's non-compliance with any provision of the Agreement including collection charges and legal costs calculated on an attorney-own client scale.

12. JURISDICTION

The Subscriber agrees to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Magistrate's Courts Act or by Provider sole choice, it may refer any dispute arising from or in connection with this Agreement to be finally resolved in accordance with the Rules of Arbitration Foundation of Southern Africa by an arbitrator appointed by the Foundation.

13. OWNERSHIP

All equipment supplied by Provider remains the property of Provider at all times whether such goods are attached to other property or not.

14. SITE PREPARATION AND PROGRAMMING

The Subscriber undertakes to issue an order for and pay all charges for programming, enhancements, additional equipment and set-up of its own CPE and site, including the upgrade of LAN to utilise the Service and for costs of any delays arising from actions or inactions of its CPE vendor or its staff in doing all necessary and requested actions to prepare the CPE and site for operation with the Service. Where needed, the Subscriber will be advised to upgrade its server(s) or other equipment where the same is deemed to the Provider to be inadequate of the use of the Service.

15. CHOICES

The access choice and quantity of connections, equipment types and models shall be solely determined by Provider based on the analysis of the Subscriber's needs from time to time.

16. DAMAGES

- 16.1 Provider shall not be liable to the Subscriber for any damages or whatsoever nature, arising from any matter related to this Agreement whether indirect, consequential, loss of revenue or profit or savings.
- 16.2 The Subscriber's remedies in the event of a breach of Agreement by Provider shall be limited to a claim in respect of a repayment of the Connectivity charges for the period in question.
- 16.3 The risk of damage to, destruction or theft of equipment installed under this Agreement shall pass to the Subscriber on date of installation Provider will insure the goods at its applicable rates.

17. WAIVER

The Subscriber agrees that no indulgence whatsoever by Provider will affect the terms of this agreement or any of the rights of Provider and such indulgence shall not constitute a waiver by Provider in respect of any of its rights herein. Under no circumstances will Provider be estopped from exercising any of its rights in terms of this Agreement.

18. VARIATION

The parties agree that this Agreement (a) represents the entire Agreement between the Subscriber and Provider and that no alterations or additions to this Agreement shall be effective or binding unless agreed to by both parties, reduced to writing and signed by the Subscriber and a duly authorised representative of Provider (b) is applicable to all existing debts between the parties; (c) is final and binding and is not subject to any suspensive or dissolutive conditions; and that (d) any conflicting conditions stipulated by the Subscriber are expressly excluded; (e) these terms supersede all previous conditions without prejudice to any securities or guarantees held by Provider.

19. TEMPORARY SUSPENSION

Provider may suspend the provision to the Subscriber of the Services in whole at any time without notice to the Subscriber under the following conditions:

- 19.1 If it is necessary to facilitate any modification, maintenance or remedial works in respect of the Service or the Equipment although all reasonable efforts to keep such event to a minimum will be used, or
- 19.2 If the Subscriber does not comply with, or is in breach of any of the terms of this Agreement including non-payment;
- 19.3 The Subscriber shall remain liable for all charges payable during the period of the suspension as well as a R500 reconnection fee per site for a suspension per 19.2.

20. LIABILITY FOR CHARGES

If the Services are suspended for any reason whatsoever, The Subscriber will remain liable for all charges accrued up to the date of such suspension and for Connectivity charge during such suspension.

21. CESSION

Provider shall be entitled to cede and transfer all or some of its rights in terms of this Agreement.

22. PROHIBITED ACTS

The Subscriber acknowledges that the Provider is unable to exercise control over the data passing over the infrastructure and the Internet and that the Provider is not responsible for data transmitted over its infrastructure.

The Subscriber undertakes not to do any action that is illegal under South African or International Law and takes sole and full responsibility for any such acts and irrevocably indemnifies the Provider against the consequences thereof. The Subscriber further undertakes not to do any act that will compromise the integrity or safety of the Provides network, acces or services.

23. RICA ACT 2002

The Subscriber will provide and sign all documentation required in terms of this and other applicable Acts.