

IGNITE TERMS AND CONDITIONS – DEDICATED INTERNET ACCESS

PLEASE NOTE: These product or service specific terms and conditions must always be read together with our General Terms and Conditions, which will always apply to your use of this product or service.

1. Definitions

1.1 Unless the context clearly indicates the contrary, any term defined in the General Terms and Conditions when used herein, shall bear the same meaning as defined in the General Terms and Conditions.

1.2 Unless the context clearly indicates to the contrary, the following words bear the meanings ascribed thereto:

1.2.1 “Application Form” means the document that contains the service description and details that the Customer has agreed to procure from IS Ignite;

1.2.2 “DIA Service” means the service as defined in Section 2 below;

1.2.3 “CPE” means any the network termination device provided by IS Ignite as part of the DIA Service;

1.2.4 “Domain Name” means the address of the domain name server used to deliver the DIA Service;

1.2.5 “Technical Contact” means the list of contact persons that is provided by the Client to IS Ignite;

1.2.6 “Users” mean the employees or any resources of the Client that make use of the DIA Service and are not listed as Technical Contacts of the Client.

2. Product Description

IS Ignite will provide the Client with one or multiple of the following Dedicated Internet Access (“DIA”) Services:

Dedicated Internet Access Plus	Used for business critical applications where 100% of the bandwidth is always required. Reliable internet access is directly related to revenue generation.
Dedicated Internet Access	Environments where internet access is important for the operation of the business, but where the business can amend behaviour in the unlikely event of reduced bandwidth capacity.

2. Duration and Effective Date

2.1. Should the Effective Date occur after the date of signature of the Application Form, nothing herein contained shall be construed so as to give either party the right to cancel or rescind the Agreement before the Effective Date.

2.2. The provision of the DIA Service shall endure for the Initial Period specified in the Application Form, commencing on and with effect from the Effective Date.

2.3. Subject to termination by IS Ignite or Client by way of 30 days prior written notice of termination to be effective at the end of the Initial Period, the duration of the DIA Service shall automatically renew for successive periods of 3 (three) months on the terms and conditions set out in this Schedule.

3. Fees and Charges

3.1. Client shall pay the fees specified in the Application Form for the Dedicated Internet Access Service with effect from the Effective Date.

4. Client Obligations

4.1. Client shall:

- 4.1.1. install, configure, maintain and manage all hardware and software not supplied by IS Ignite;
- 4.1.2. configure its local network environment and applications associated with that network;
- 4.1.3. ensure that all of Client's equipment, as it relates to the DIA Service, is maintained to its manufacturer's specifications.

4.2. As IS Ignite is not responsible for support in respect of end-users ("Users") making use of the DIA Service, Client shall appoint and maintain a minimum of one and maximum of three technical contacts ("Technical Contacts") who shall be listed with IS Ignite as the individual/s responsible for (insofar as it relates to Ignite and the DIA Service):

- 4.2.1. the delivery of DIA Service advice and guidance to the Users;
- 4.2.2. first level of support for the Users;
- 4.2.3. escalation of calls to IS Ignite whenever necessary. IS Ignite reserves the right to decline calls from Users directly;
- 4.2.4. providing feedback to IS Ignite on User perceptions and directions;
- 4.2.5. informing IS Ignite of any DIA Service deficiencies immediately as these are detected;
- 4.2.7. keeping IS Ignite informed of future directions and plans in so far as such directions and plans affect IS Ignite;
- 4.2.8. notifying IS Ignite of any changes to the details of technical contacts.

4.3. Insofar as CPE is concerned, Client shall:

- 4.3.1. execute all instructions issued to it by IS Ignite in respect of the operation of the CPE including but not limited to restart and recovery routines, and other procedures necessary for the proper operation of the CPE;
- 4.3.2. ensure that its personnel are, at all times, educated and trained in the proper use and operation of the CPE and that the CPE and the associated software are used in accordance with applicable manuals and instructions.
- 4.3.3. maintain backup data necessary to replace critical Client data in the event of loss or damage to such data from any cause. The Client hereby specifically acknowledges that IS Ignite accepts no responsibility for loss of Client data. For avoidance of doubt, this clause 4.3.3 does not apply to CPE configuration data, the maintenance and backup of which will be IS Ignite's responsibility.
- 4.3.4. Ensure that all maintenance and support materials are to be returned to IS Ignite upon termination of the Services, and Client shall have no rights of possession or ownership in respect of such materials;

4.4. To determine eligibility and pre-requisites for maintenance services, IS Ignite may require inspection, at Client expense, of CPEs and any other equipment which:

- 4.4.1. has not been maintained continuously by IS Ignite from the date of purchase or lease by Client;
- or
- 4.4.2. has been relocated; or
- 4.4.3. requires refurbishment; or has not been acquired from IS Ignite.

5. IS Ignite Obligations

5.1. IS Ignite shall:

5.1.1. provide, as part of the DIA Service, the following statistics on a monthly basis:

- 5.1.1.1. average bandwidth utilisation of the DIA Service over a month, week or day;
- 5.1.1.2. total incoming and outgoing kilobytes of traffic per month, week or day;
- 5.1.1.3. total outage per month or year;

- 5.1.1.4 maintain Primary and Secondary Domain Name Server (DNS) for Client;
- 5.1.1.5 manage Domain Name registrations and changes on behalf of Client;

5.1.1.6 assign Client Internet Protocol (IP) addresses from IS Ignite's allocated block of IP addresses upon request. IS Ignite reserves the right to request that Client provide adequate justification for such requests. This justification is to be in the form of network diagrams and/or documentation indicating the optimum use of existing IP addresses already allocated to Client;

5.2 IS Ignite be responsible for the provision, configuration and maintenance of CPE.

6. Installation and Access to Service

6.1. Client shall accept installation of and provision of access to the DIA Service by way of, inter alia, furnishing and activating of the IP address whenever tendered by IS Ignite.

6.2. Client agrees that its IP allocation addresses from IS Ignite are non-portable and on loan for the duration of the period that the DIA Service is provided. Upon termination of the DIA Service for any reason whatsoever all IP addresses allocated to the Client by IS Ignite will become available for reallocation, and the Client shall return to IS Ignite the IP addresses allocated by IS Ignite.