

IGNITE TERMS AND CONDITIONS - LAST MILE

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. **"Agreement"** means these terms and conditions, as amended from time to time;
- 1.2. 1.2 **"Application Form"** means the contract that contains the service description and details that the Customer has agreed to procure from IS Ignite;
- 1.3. **"Client Site"** means the premises selected by the Client as the installation address of the service.
- 1.4. **"Downgrades"** means a decrease of bandwidth size on an individual Service within the IS Ignite specified bandwidth options;
- 1.5. **"Equipment"** means all equipment owned by IS Ignite used to provide this Service to the Client;
- 1.6. **"Landlord"** means the property owner and/or managing agent of the Client Site.
- 1.7. **"Last Mile"** means the electronic communication network service/s provided by Supplier under license duly issued by the Independent Communications Authority of South Africa (ICASA) in terms of the Electronic Communications Act 36 of 2005.
- 1.8. **"Line of Sight"** means a path between the antennas on the Client site and the Ignite high site that has no obstructions such as buildings, trees and hills.
- 1.9. **"Supplier"** means Ignite and/or a third party electronic communications network services provider.
- 1.10. **"Upgrades"** means an increase of bandwidth size on an individual Service within the Ignite specified bandwidth options;

2. Description of Service

- 2.1. The IS Ignite Last Mile service is comprised of different last mile solutions which establish a connection from the Client's premises to the IS Ignite core network, which IS Ignite shall determine and provision on behalf of the Client, based on the Clients specific requirements. The solutions are:
 - 2.1.1. **Wireless:** a microwave service and
 - 2.1.2. **Fibre:** an optic fibre service.
- 2.2. Notwithstanding clause 2.1 above, IS Ignite will be entitled to, with notice to the Client, change the last mile solution should a new Last Mile medium become available which shall have the effect of enhancing the Client's last mile service.

3. Duration and Effective Date

- 3.1. The Effective Date of each Last Mile service under this Agreement is the date when such service first commences at the Client Site.
- 3.2. The provision of the Last Mile service shall endure for the Initial Period as specified in the Application Form, commencing on and with effect from the Effective Date.
- 3.3. Either party hereto shall be entitled to terminate this Schedule by way of 30 (thirty) days prior written notice of termination to be effective at the end of the Initial Period. Failing such notice of termination, the duration of the Service shall thereafter automatically renew for an indefinite period, subject to 30 (thirty) days prior written notice.

4. Fees and Charges

- 4.1. Client shall pay the fees as specified in the Application Form hereto in accordance with the payment terms as stipulated in the IS Ignite General Terms and Conditions..

5. Ignite Rights and Obligations

- 5.1. Ignite shall:
 - 5.1.1. ensure that it is in possession of all relevant and necessary licenses for the purpose of the lawful provision of the services to the Client;
 - 5.1.2. monitor and maintain all IS Ignite owned Equipment.
 - 5.1.3. be entitled to make the use of mutually acceptable third party service providers in the commission of the responsibilities and the provision of services hereunder, subject to the condition that IS Ignite maintains the overall responsibility for the proper rendering of services and all responsibilities relating thereto.

6. **Client Obligations**

6.1. Client shall:

- 6.1.1. make payment of fees or cost in accordance with the provisions of the Application Form;
- 6.1.2. at all times, ensure that IS Ignite and its partners are granted reasonable access to its premises at an agreed time and date for the purpose of the planning, installation, removal, maintenance and support of the Equipment;
- 6.1.3. not tamper with the Equipment;
- 6.1.4. be liable for a call out charge in cases where Ignite employees or 3rd party service providers appointed by Ignite are called out on site and the fault is proved not to be with the Ignite equipment and/ or due to the negligence of the Client.
- 6.1.5. take all reasonable steps to keep the Line of Sight at the Client Site is clear and unobstructed.
- 6.1.6. not allow any third party access to the Equipment;
- 6.1.7. provide IS Ignite with suitable location, rackspace, uninterruptible power supply and suitable grounding for all Equipment as specified by the manufacturer of such Equipment. Such details may be obtained from IS Ignite upon request.
- 6.1.8. ensuring all negotiations, approvals and/or leases have been granted for the installation of the Equipment on the Client Site, including but not limited to Landlord approvals;
- 6.1.9. insure to the full value of all Equipment which is installed on premises which are either owned, occupied, rented or otherwise enjoyed by the Client, and ensure that such insurance covers damage resulting from lightning, theft and/or fire;
- 6.1.10. maintain a regular power source no more than 3 (three) meters from the location of the installation point of the Equipment stored within the Clients Site;
- 6.1.11. regularly provide and update a list of Client's duly authorised technical contacts in respect of each site, and/or provide the name of suitable persons upon request from Ignite;
- 6.1.12. Provide for the removal of the equipment in accordance with the provisions of clause 10 below.
- 6.1.13. Unless otherwise agreed to between the parties, the Client is prohibited from selling, reselling or otherwise dealing with the Last Mile service in any manner which breach(es) the provisions of 3rd party Supplier and/or IS' telecommunications licenses and the Electronic Communications Act 36 of 2005 as amended. Without limitation to the foregoing, any consideration which Client may receive whilst acting in breach of this prohibition shall be forfeited to IS Ignite;

7. **Risk**

- 7.1. All risk of loss and/or destruction of the Equipment on the Client Site shall be retained by the Client at all times. Client shall be responsible for ensuring the safety of such Equipment and shall ensure that such Equipment is insured against loss and destruction for the usual causes arising, and shall be liable for the replacement costs of such Equipment in the event of any loss or destruction thereof.
- 7.2. Client furthermore undertakes that any such Equipment shall at all times be Client's responsibility, and IS Ignite disclaims all liability for any losses or damages incurred in respect of such Equipment, caused by Client negligence.
- 7.3. Furthermore, IS Ignite excludes itself from all losses or damages of whatsoever nature associated to an obstruction to the Line of Sight. Except where the obstruction is not within the Client's control, the Client may cancel a service that has become obstructed on 30 (thirty) days notice without penalty.

8. **Wireless - Upgrades, Downgrades and Moves**

8.1. Upgrades:

- 8.1.1. Will be subject to bandwidth availability.
- 8.1.2. The Client will have the ability to upgrade the Last Mile service at any time during the Initial Period.
- 8.1.3. A Last Mile service may be upgraded without extending the contractual term of the Last Mile service.

8.2. Downgrades

- 8.2.1. All downgrades will be subject to an administrative downgrade fee;
- 8.2.2. Client may only downgrade a single Last Mile service once in any 12 (twelve) month period, with effect from after the initial 12 (twelve) months of this service have lapsed.
- 8.2.3. A downgrade will not extend the contractual term of the Last Mile service.

8.3. Moves:

- 8.3.1. The Client shall be responsible for all costs associated with a move or relocation of the Equipment after installation should such a move or relocation be requested by the Client.

9. **Last Mile Fibre – Upgrades, Downgrades and Moves**

Should the Client wish to make any changes to the Last Mile Service (including but not limited to bandwidth, termination addresses and service levels) during the Initial Period or any renewal period thereafter, such changes shall be treated as a new order for the Last Mile Service, and shall be subject to the same request and ordering procedure as set out in this Agreement and shall restart the Initial Period with a new Initial Period with effect from the Effective Date.

10. **Equipment**

- 10.1. All Equipment which is supplied by Ignite for the purpose of the provision of the Last Mile service in terms of this Agreement shall at all times remain the property of IS Ignite, and at the termination or conclusion of this Agreement for whatsoever reason, the Client shall return the Equipment in its possession in working order, fair wear and tear accepted;
- 10.2. The Client undertakes not to tamper with, modify or alter any existing setting on the Equipment at any time without obtaining prior written consent from IS Ignite. In the event that as a result of unauthorised tampering with or modification of the settings to any equipment by the Client, IS Ignite shall be entitled to charge the Client for rectifying any resulting problems experienced with the Last Mile service on an hourly basis at the current charge out rate applied by IS Ignite for its engineers.
- 10.3. In the event that for the purposes of the delivery of the services to the Client, any Equipment is located at the Client Site, or alternatively is in the possession and/or control of the Client, for the duration of such possession and/or control, the Client shall bear all risk to and in such Equipment, and hereby undertakes to insure the Equipment against theft, lightning, fire, flood, damage or destruction and any other foreseeable harm.

11. **Removal of the Equipment**

- 11.1. At the termination of the Last Mile service, whether by effluxion of time or by breach, the Client shall allow for and make the necessary Landlord arrangements for IS Ignite, at its own expense, to remove the Equipment from the Client Site.
- 11.2. Client shall make the Equipment available to IS Ignite for removal in good working order, reasonable wear and tear accepted;
- 11.3. In the event that the removal of the Equipment is either:
 - 11.3.1. Impossible;
 - 11.3.2. Client has delayed the removal of the Equipment for no justifiable reason for a period of 30 (thirty) days from date of termination; or the
 - 11.3.3. Equipment is defective and beyond repair;
 - the Client shall be required to pay to IS Ignite the reasonable costs of the replacement of Equipment of the same calibre within 10 (ten) days of receipt of an invoice for such costs from IS Ignite.

12. **Additional Service Charges**

- 12.1. Any additional services, including travel time and waiting time related thereto, not contemplated in this Agreement shall be provided by IS Ignite at IS Ignite applicable hourly service rate and minimum charge.
- 12.2. The applicable hourly service rate and minimum charge is available from IS Ignite upon request.