

# *Broadband Internet Access Service Schedule (The Essentials Fibre)*

## *Terms and Conditions*

### 1. DEFINITIONS AND INTERPRETATION

1.1. This Service Schedule is applicable only for the purchase of Internet Solutions (IS) Internet Access services which has been agreed to by the customer and IS and is subject to the terms and conditions set out in this schedule below.

1.1.1. "Effective Date" means the date upon which the Service is live for Customer use.

1.1.2. "Upgrades" means an increase of bandwidth size on an individual Service within the IS specified bandwidth options.

1.1.3. "Downgrades" means a decrease of bandwidth size on an individual Service within the IS specified bandwidth options.

1.1.4. "CPE" means customer premise equipment and includes all necessary routers and/or modems required on the Customer site for the proper working of the Internet Access Services.

1.1.5. "Contention ratio" number of users sharing the same Internet port capacity.

1.1.6. "Modem" or "Router" means the device that enables the Internet Access Service.

1.1.7. "Internet Protocol" or "IP" means the method or protocol by which data is sent from one computer to another over the Internet.

1.1.8. "IS" means Internet Solutions a division of Dimension Data (Pty) Limited, also trading as IS Ignite.

1.1.9. "Shaped" means that traffic is prioritized and channeled in a specific order, for example web browsing and email traffic will be prioritized.

1.1.10. "Unshaped" means that the traffic is not prioritized and channeled in a specific order. The first service requested is delivered first.

1.1.11. "Base Cap" or "Cap/Capped" means the amount of blended data (comprising of both international and/or local data), measured in GB, that you would like to send and receive during the course of a calendar month.

1.1.12. "Wireless Access Point" or "AP" is a device that allows wireless devices to connect to a wired network using Wi-Fi.

### 2. DESCRIPTION OF SERVICES

Broadband Internet access is a service that will enable one to send and receive data, email and access to the Internet via a high-speed connection.

2.1. Internet Solutions (IS) will provide the Customer with a broadband internet access service through various IS owned last mile technologies such as wireless, copper and/or fibre circuits with a range of available speeds.

2.2. IS shall provide the Customer with five (5) static public IP addresses, one (1) of which will be utilized with the CPE.

2.3. Where provided, the wireless Access Point (AP) is a device that allows wireless devices to connect to a wired network using Wi-Fi, or related standards. The AP usually connects to a router as a standalone device.

2.4. The IS Broadband Internet Access service is provided as a high performance, best effort service with no agreed service or quality guarantees.

2.5. The IS Broadband Internet Access service is provided as a "contended" Internet service.

2.6. In certain instances, the activities of users may impact the network contention and Internet Solutions will take the necessary steps to enforce fair usage and equity of network resource allocation.

2.7. The purpose of the IS Fair Use Policy (FUP) is to ensure fair and equal use of the Internet Solutions Broadband Internet Access service.

2.8. The customer is obliged to comply with the terms of the Internet Access Services' Fair User Policy.

### **3. Charges and Payment**

#### **3.1. Fixed Charges**

3.1.1. The Customer shall pay the fixed fees associated with the Broadband Internet Access Service with effect from the Effective Date.

### **4. Termination**

4.1. The duration of each of the Services shall initially be chosen by the Customer and shall endure for a 1 (one) month rolling period until terminated by either party on 30 (thirty) days' notice.

### **5. Customer's Obligations**

5.1. IS assumes no responsibility for, and shall not attract any liability in respect of, the integrity, correctness, retention or content of information transported via its network.

5.2. IS shall under no circumstances be liable (including liability for negligence) for any loss, damage or injury that the Customer or any third party may suffer, irrespective of when or how arising, specifically including (but not limited to) refunds of fees, loss of profits, financial loss, loss of contracts, loss of income, loss of anticipated business, cost of replacement services, goodwill or any other form of consequential loss, arising from the provision and / or use of the Broadband Internet Access Service to the Customer, its employees, directors, agents and / or representatives.

5.3. In addition to what is set out in clause 5.1 and 5.2 above, the Customer shall and hereby does indemnify IS against

5.3.1. any damage, loss or liability of whatsoever nature arising from a breach of IS or the Customer's security measures, which may result in, inter alia, data theft, abuse of a Customer's e-mail account or the defacing of websites hosted by IS, any misuse of IS facilities or services and/or any act or omission of any other Customer of IS

5.3.2. any claim by any third party arising directly or indirectly out of or related to the Customer's access to or use of the IS Broadband Internet Access Service or any information or data obtained through such access or use.

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

5.4.1. has not been maintained continuously by IS from the date of purchase or lease by Customer; or

5.4.2. has been relocated; or

5.4.3. Requires refurbishment; or has not been acquired from IS

5.5. At all times, the customer shall:

5.5.1. ensure IS and its partners are granted reasonable access to its premises at an agreed time and date for the purpose of planning, installation, removal, maintenance and support of the Equipment

5.5.2. not tamper with the Equipment

5.5.3. be liable for a call out on site and the fault is proved not to be with the IS equipment and/or due to the negligence of the customer

5.5.4. take all reasonable steps to keep the Line of Sight clear and unobstructed

5.5.5. not allow any third party access to the Equipment

5.5.6. provide IS with suitable location, rack space, uninterruptible power supply and suitable grounding for all Equipment as specified by the manufacturer of such Equipment. Such details may be obtained from IS upon request

5.5.7. ensure all negotiations, approvals and/or leases have been granted for the installation of the Equipment on the Customer premise, including but not limited to Landlord approvals

5.5.8. insure to the full value of all Equipment which is installed on premises which are either owned, occupied, rented or otherwise enjoyed by the Customer, and ensure that such insurance covers damage resulting from lightning, theft and/or fire

5.5.9. maintain a regular power source no more than 3 (three) meters from the location of the installation point of the Equipment stored within the Customers premises

5.5.10. regularly provide and update a list of Customer's duly authorized technical contacts in respect of each site, and/or provide the name of suitable persons upon request from IS

5.5.11. be able to view historic bandwidth utilization, limited to the previous month via the Customer Zone portal

## 6. IP ADDRESSES

6.1. Customer agrees that its IP allocation addresses from IS are non-portable and on loan for the duration of the period that the Access Service is provided. Upon termination of the Access Service for any reason whatsoever all IP addresses allocated to the Customer by IS shall be returned to IS and will then become available for reallocation

## 7. CPE DEVICES

7.1. The provision of the CPE device by IS is subject to the terms and conditions set out in this Schedule below and to the service types in terms or rental

7.1.1. IS shall at all times be and remain the owner of the CPE and nothing in this Schedule shall be construed so as to confer any rights or interest therein to Customer other than as a hirer of the CPE

7.1.2. On termination of this Agreement in the manner envisaged in Clause 4 of this Schedule or Clause 8 of the Standard Terms and Conditions, as the case may be, Customer shall forthwith return the CPE to IS in the same condition as it stands on the Effective Date fair wear and tear excepted

7.1.3. Where CPE resides on Customer's premises, all risk of loss and/or destruction of the CPE shall be retained by Customer at all times. In such circumstances Customer shall be responsible for ensuring the safety of the CPE and shall ensure that the CPE is insured against loss and destruction for the usual causes arising, and shall be liable for the replacement costs of the CPE in the event of any loss or destruction thereof

7.1.4. Customer furthermore undertakes that equipment shall at all times be Customer's responsibility, and IS disclaims all liability for any losses incurred in respect of the Customer's router equipment, whether CPE is on IS's or on Customer's premises

7.1.5. Furthermore, IS 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 Customer's control, the Customer may cancel a service that has become obstructed on 30 (thirty) days notice without penalty

7.1.6. Where the Customer has opted for CPE rental

7.1.6.1. IS shall at all times maintain the CPE

7.1.6.2. Customer shall not have access to the CPE configuration and shall not change or attempt to change the CPE configuration

7.1.6.3. In the event that there is a breakdown or malfunction of the CPE, IS shall at its cost effect repairs in accordance with the manufacturer's specifications

7.1.6.4. Customer shall abide by any rules notified to it relating to use of, access to, or security measures respecting the CPE and the premises in which the CPE is situated

7.1.7. Customer shall under no circumstances be entitled to withhold or defer payment of any amount or charge in terms of this Agreement by virtue of the CPE being damaged; and

7.1.8. Customer will give IS prior written notice of any proposed alterations or attachments to the CPE or any modifications to software on the CPE concerned. IS has no obligation to provide the Broadband Internet Access Service on any modified CPE. In the event that IS at its sole discretion agrees to maintain, support or correct the altered or modified router, IS reserves the right to impose additional charges

7.1.9. Customer shall not permit any party other than IS to acquire any right to modify, alter or change any configuration or software of the CPE

7.1.10. IS is not responsible for any malfunction, non-performance or degradation of performance of any CPE and associated software caused by or resulting directly or indirectly from any alteration or attachment. Customer will be solely responsible for resulting infringement, personal injury or damage to the CPE and/or software

7.1.11. Customer will be responsible for any relocation of the CPE. Customer must give IS reasonable written notice prior to relocating any CPE, subject to the availability of ECNS provider infrastructure or hardware. Routers that are relocated may be subject to additional maintenance and support charges and modifications of response times

7.1.12. CPEs moved outside South Africa may continue to be serviced under this Agreement, by agreement between Customer and IS, subject to Customer's agreement to adjusted charges and response times

7.1.13. IS may terminate any software support services pertaining to the CPE on 30 days prior written notice, where IS determines that Customer's software modification or failure to install a revision or update will interfere with the provision of such services.

## 8. WARRANTY

8.1. In the event that a modem/router is provided by IS to the customer, IS shall be indemnified against any and all costs and claims whatsoever, which may arise from the manufacturers warranty associated with such modem/router

8.2. IS has the sole discretion to exchange any modem and/or router

## 9. PRE-REQUISITES

9.1. The Internet Access Service is provided over IS' infrastructure and in some cases requests for the IS Internet Access Service may be subject to a feasibility study to determine whether IS has adequate infrastructure to provide the service

## 10. UPGRADES, DOWNGRADES AND MOVES

### 10.1. Upgrades

10.1.1. Will be subject to bandwidth availability

10.1.2. The Customer will have the ability to upgrade the Service at any time during the Service term

### 10.2. Downgrades

10.2.1. All downgrades will be subject to an administrative downgrade fee

### 10.3. Moves

10.3.1. The Customer 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 Customer

## 11. INTERNET ACCESS SERVICE FAIR USE POLICY

11.1. The activities of users may impact the network contention and Internet Solutions will take necessary steps to enforce fair usage and equity of network resource allocation

## 12. TECHNOLOGY MODIFICATIONS

12.1. IS reserves the right to alter, modify, upgrade, update or maintain the IS' network infrastructure, any technology, hardware or software ("modification") that may form part of the Broadband Internet Access Service