

SERVICE SCHEDULE 4

CONNECTNET DIGINET SERVICE

1. INTRODUCTION

- 1.1. The Customer acknowledges that ConnectNet is providing the ConnectNet Diginet Service to Customer on a wholesale basis.
- 1.2. ConnectNet accordingly provide the ConnectNet Diginet Service subject to the limitations and terms imposed on it by Telkom, which includes the actual availability of Telkom's network and specifically pertaining to:
 - 1.2.1. upgrades/downgrades;
 - 1.2.2. indoor/outdoor transfers; and
 - 1.2.3. Telkom's accommodation and related requirements of the Customer sites housing Telkom equipment, a copy of which is available on request.
- 1.3. In this Service Schedule any reference to a right, system or process of "ConnectNet" shall by reference also include any right, system, process of, or decision or action taken by Telkom its affiliates and subsidiaries.

2. INTERPRETATION

- 2.1. Any term defined in the Master Services Agreement when used in this Service Schedule shall, unless the context clearly indicates the contrary, bear the same meaning as defined in the Master Services Agreement.
- 2.2. The following words bear the meanings ascribed thereto-
 - 2.2.1. "**Diginet**" means a dedicated synchronous data transfer constant bit-rate (CBR) service between one premises and another with a dedicated amount of available bandwidth in 64kbps increments (between 64 kbps and 1984 kbps) which Telkom provide in terms of its electronic communications licence, issued in terms of the Electronic Communications Act, which includes the availability of Telkom Diginet resources;
 - 2.2.2. "**Authority**" means the Independent Communications Authority of South Africa;
 - 2.2.3. "**ConnectNet Diginet Service**" means the services which comprise of the provisioning of Diginet services which ConnectNet obtains from Telkom on a wholesale basis and makes available to the Customer in

accordance with the Master Services Agreement, the Service Schedule and the Service Order;

- 2.2.4. **"Premises"** means the premises specified in the Service Order between which the Dignet service will be installed;
- 2.2.5. **"Telkom"** means Telkom SA Limited or its successors.
- 2.2.6. **"Uncontrollable Event"** means (including without limitation) any event constituting force majeure as specified in Clause 15 of the Master Services Agreement including any other cause beyond the reasonable control of Telkom and/or ConnectNet including the termination or suspension of a service or product provided by Telkom, that may result in a delay or a failure to provide any service or product.

3. PRE-CONDITIONS REGARDING THE CONCLUSION OF AN AGREEMENT BETWEEN THE CUSTOMER AND CONNECTNET

- 3.1. In the case where the Customer has an existing Dignet service being provided by Telkom and requires a ConnectNet Dignet Service, the Customer will be required to sign an application form consenting to the transfer of the Dignet service to ConnectNet.
- 3.2. ConnectNet shall not be liable for any expenses, damages or other liabilities incurred or suffered by the Customer arising from the cancellation and/or transfer of any Telkom Dignet service in terms of this Service Schedule.
- 3.3. In the case where the Customer cancels an application for the ConnectNet Dignet Service prior to the provisioning of the service, the Customer shall be obliged to pay to ConnectNet such costs and/or expenses, if any, as Telkom may levy against ConnectNet for such cancellation.
- 3.4. In the case where an application to Telkom has been unsuccessful ConnectNet shall notify the Customer accordingly.
- 3.5. ConnectNet shall confirm with the Customer that the ConnectNet Dignet Service is available for use by the Customer once advised by Telkom that the link has been installed.

4. DURATION

- 4.1. The Connect Dignet Service shall commence on the date of activation of the service by ConnectNet and shall be provided for a minimum of one year where after it shall continue indefinitely until terminated as provided for in clause 3 of the Master Services Agreement.

- 4.2. It is specifically recorded that ConnectNet will be entitled to terminate the ConnectNet Diginet Service at any time on written notice to Customer, without incurring any liability whatsoever related to such termination, should ConnectNet's agreement with Telkom be terminated or if the particular service is terminated by Telkom for whatever reason.
- 4.3. Should the ConnectNet Diginet Service be terminated for any reason whatsoever and notwithstanding anything to the contrary contained in the Master Services Agreement and/or this Service Schedule, then Customer agrees that ConnectNet is not authorized by Telkom to transfer and/or cede the Diginet service into Customer's name and the transfer thereof will be the sole responsibility of Customer.
- 4.4. Any application of a Customer to change an existing ConnectNet Diginet Service to a different bandwidth range shall be regarded as an upgrade or downgrade and not as an application to terminate the existing service.

5. CHARGES

- 5.1. If any changes are proposed or effected to any term of the agreement between ConnectNet and Telkom which impacts on the provision of the ConnectNet Diginet Service in terms of this Agreement, ConnectNet shall be entitled to amend the terms, fees and charges for the ConnectNet Diginet Service at any time on thirty (30) days' notice to the Customer to such effect. The amendment will take effect on the date indicated in the notice.
- 5.2. In instances of an upgrade or down grade as contemplated in 4.4 above, the ConnectNet Diginet Service charges to the Customer will be amended from the date that the system and network changes have been effected.
- 5.3. In the event that Customer moves and/or relocates to a different location and/or premises, ConnectNet shall charge the Customer any fee chargeable by Telkom for the moving and/or relocation of the ConnectNet Diginet Service to new premises and/or location which includes without limitation the installation fees, penalty fees, line transfer fees, set up fees and/or any other fee that might be imposed on ConnectNet by Telkom.

6. SERVICE DELIVERY AND AVAILABILITY

- 6.1. The Customer hereby authorizes ConnectNet to manage the relationship with Telkom insofar as it concerns the provisioning of the ConnectNet Diginet Service, including the application, installation and maintenance of the ConnectNet Diginet Service, specifically:

- 6.1.1. The Customer shall supply the necessary consents and co-operation required by ConnectNet to enable ConnectNet to arrange for the installation of the ConnectNet Diginet Service;
- 6.1.2. The Customer shall allow ConnectNet, its agents and Telkom all reasonable access to its premises for the purposes of the installation, set-up, configuration and maintenance and repair of the ConnectNet Diginet Service;
- 6.1.3. The Customer shall have the necessary permissions to install the ConnectNet Diginet Service at the premises;
- 6.1.4. Upon termination of the ConnectNet Diginet Service for any reason whatsoever, the Customer shall supply the necessary consents and co-operation required by ConnectNet to enable ConnectNet to arrange for the removal of the ConnectNet Diginet Service from the Customer's premises. The Customer shall furthermore allow ConnectNet, its agents and Telkom all reasonable access to its premises for the purposes of the removal of the ConnectNet Diginet Service.
- 6.2. The Customer uses the ConnectNet Diginet Service at his/her own discretion and risk and acknowledges and accepts that ConnectNet provides the ConnectNet Diginet Service "as is" and "as available" and that ConnectNet does not expressly or by implication warrant, represent or in any way guarantee that the ConnectNet Diginet Service will at all times be free of errors or interruptions, be always available, fit for any purpose, not infringe any third party rights, be secure and reliable, or will conform to the Customer's delivery timeline requirements.
- 6.3. The Customer acknowledges that the following circumstances and events may impact upon its use of the ConnectNet Diginet Service and further that these circumstances and/or events are beyond ConnectNet's control:
 - 6.3.1. limitations upon national and/or international bandwidth capacity;
 - 6.3.2. telecommunication service operator failures, which includes telecommunication links and line failures;
 - 6.3.3. access technology failures;
 - 6.3.4. quality of service of telecommunication links or lines;
 - 6.3.5. 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 ConnectNet Diginet Service; and
 - 6.3.6. Any other action, omission and/or failure not within ConnectNet's control which has an impact on the ConnectNet Diginet Service and/or the provision of the ConnectNet Diginet Service.

7. SUSPENSION

- 7.1. Should Telkom cease to provide the Diginet service to ConnectNet or if Telkom notifies ConnectNet that any act or omission of the Customer adversely affected the Diginet service or the operation of Telkom's network or otherwise constitutes a breach of the terms and conditions applicable to access and/or use of the Diginet service ConnectNet will be entitled to summarily suspend and/or terminate the ConnectNet Diginet Service.
- 7.2. The Customer indemnifies ConnectNet against any damage, loss, cost or claim which the Customer or ConnectNet may suffer or incur arising from the suspension and termination of the ConnectNet Diginet Service.

8. HANDLING OF FAULTS

- 8.1. The ConnectNet Diginet Service shall be deemed to be in good working order until the Customer advises ConnectNet otherwise.
- 8.2. As provided for in clause 6 of the Master Services Agreement, the Customer shall contact ConnectNet's Call Centre regarding the reporting of any fault on the ConnectNet Diginet Service. At no stage shall the Customer contact Telkom directly regarding any customer query or fault handling pertinent to the ConnectNet Diginet Service.
- 8.3. ConnectNet shall be solely responsible to provide first line maintenance as well as to report/log any fault with Telkom where the fault could not be rectified during the first line maintenance stage.
- 8.4. Customer accepts and agrees to the following regarding ConnectNet or Telkom's handling of faults:
 - 8.4.1. Customer will have an available onsite contact person at both ends of the service in order to assist ConnectNet or Telkom with maintenance during the outage;
 - 8.4.2. Telkom shall only be obliged to dispatch a technician if the reason for the fault lies within the Telkom network. For the purposes of this clause, the Telkom network shall include those Telkom network elements and equipment up to the point at the premises of the Customer where the Telkom network terminates
 - 8.4.3. Should Telkom dispatch a technician and it is later established that the fault was due to non-Telkom equipment or non-Telkom network elements, ConnectNet shall be obliged to pay to Telkom such costs and/or expenses as have been reasonably, necessarily and actually incurred by Telkom as a result of dispatching the technician.

- 8.5. ConnectNet shall claim any costs and/or expenses levied against it by Telkom in terms of clause 8.4.3above, from the Customer.

9. LIMITATION OF LIABILITY

- 9.1. ConnectNet shall not be liable for and the Customer will have no claim of whatsoever nature against ConnectNet as a result of:
- 9.1.1. any unavailability of, or interruption in the service due to an Uncontrollable Event;
 - 9.1.2. any damage, loss, cost or claim which the Customer may suffer or incur arising from any suspension or termination of the service/s for any reason contemplated in the Agreement;