

## SERVICE SCHEDULE 1

### DEVICE AND SIM ONLY

#### 1 INTRODUCTION

- 1.1 This Service Schedule forms an integral part of the Master Services Agreement.
- 1.1.1 In this Service Schedule any reference to a right, system or process of “Huge Connect” shall by reference also include any right, system, process of, or decision or action taken by the 3<sup>rd</sup> Party Service provider, its affiliates and subsidiaries.

#### 2 INTERPRETATION SERVICE DESCRIPTION

- 2.1 Any term defined in the Master Services Agreement when used in this Service Schedule shall, unless the context indicates the contrary, bear the same meaning as defined in the Master Services Agreement. The following words bear the meanings ascribed thereto:
- 2.1.1 **“ADSL GSM Router”** - are Multi-SIM, combined GSM and ADSL routers that provide secure (VPNs and 128 bit encryption) data communication connectivity over the ADSL and GSM data networks. Applications interface to the units via a single Ethernet port. Primary communications is typically established via the ADSL data network with failover to the GSM data (GPRS/EDGE/HSDPA/HSUPA) networks using Huge Connect’s core network. These units are specifically designed for Customer’s requiring Internet access with GSM failover;
- 2.1.2 **“Customer Premises Equipment”** or the purposes of this Schedule shall include any of the following devices: ADSL GSM Router, EtherPad, E-Pad, Firewall, Mobile Router, Mobile Gateway, T-pad, G-Pad or S-Pad hardware (where applicable, packaged with SIMs), a WiFi Router and/or any other device as selected by Customer in accordance with Customer’s requirements in the relevant Service Order(s);
- 2.1.3 **“EtherPad”** – are Multi-SIM modems that provide secure wireless data communication connectivity over the GSM data networks. Applications interface to the units via 3 serial ports and one Ethernet port. Communications is established via the GSM data (GPRS/EDGE) networks using Huge Connect's core network linking to various destinations. These units are specifically designed for transaction type data and are typically used in the banking environment enabling merchants to perform credit/debit card authorizations;
- 2.1.4 **“E-Pad”** – is a network device that connects to Customer’s LAN via an Ethernet interface. The E-Pad is specifically designed to enable transaction type data utilizing Customer’s always-on Internet connection and is typically used in the banking environment enabling merchants to perform credit/debit card authorizations;
- 2.1.5 **“Fair wear and tear”**- is the expected decline in the condition of an object due to **normal** everyday use;
- 2.1.6 **“Firewall”** is a network security system, provided by Huge Connect, designed to prevent unauthorised access to or from a private network;
- 2.1.7 **“Mobile Router or Mobile Gateway”** - are Multi-SIM routers that provide secure (VPNs and 128 bit encryption) wireless data communication connectivity over the GSM data networks. Applications interface to the units via a single Ethernet port. Communications is established via the GSM data (GPRS/EDGE/HSDPA/HSUPA/LTE) networks using Huge Connect's core network linking to various destinations. These units are specifically designed for high volumes, bandwidth intense applications and are typically used for

Medical Aid authorizations, integrated point of sale applications and inter-branch communications;

- 2.1.8 **“SIM Only”** – SIMs provided by Huge Connect to Customer enabling equipment other than Huge Connect’s to connect over the GSM data networks and where applicable via Huge Connect’s core network to various destinations;
- 2.1.9 **“Service”** in this Service Schedule means the secure, managed data communication services provided by Huge Connect enabling Customers connectivity to various destinations;
- 2.1.10 **“T-Pad or G-Pad or S-Pad”** – are Multi-SIM modems that provide secure wireless data communication connectivity over the GSM data networks. Applications interface to the units via multiple serial ports (4 on the T-Pad, 3 on the G-Pad and 1 on the S-Pad). Communications is established via the GSM data (GPRS/EDGE) networks using Huge Connect's core network linking to various destinations. These units are specifically designed for transaction type data and are typically used in the banking environment enabling merchants to perform credit/debit card authorizations;
- 2.1.11 **“WiFi Router”** – is a device provided by Huge Connect that provides connectivity to the local area network via radio waves.

### **3 SERVICE SPECIFICS - CUSTOMER PREMISES EQUIPMENT AND SIMS**

#### **3.1 Huge Connect obligations:**

- 3.1.1 Huge Connect shall install at and/or deliver to Customer's Address of Request such quantity of Customer Premises Equipment as may be ordered by Customer;
- 3.1.2 Huge Connect shall allow Customer access to the applicable APN by way of the Customer Premises Equipment and SIM and shall use all reasonable endeavours to maintain such connection; and/or;
- 3.1.3 Huge Connect shall use all reasonable endeavours to meet any agreed installation and/or delivery date, which shall be provisional only, and Huge Connect shall not be responsible for any consequence of delay or damages if installation and/or delivery is not met.
- 3.1.4 Installation of the Customer Premises Equipment shall be effected by Huge Connect or a person duly authorized by Huge Connect. All Installation Charges, as applicable, shall be for Customer's account.

### **4 CUSTOMER OBLIGATIONS**

- 4.1 Customer shall provide Huge Connect with all such necessary information and co-operation that Huge Connect may reasonably require from time to time to enable it to proceed uninterruptedly with the performance of its obligations in accordance with this Agreement. This shall include, if applicable:
  - 4.1.1 the provision of a suitable secure environment for the Customer Premises Equipment and/or SIMs;
  - 4.1.2 full and convenient access to Customer's and other premises for the purpose of installing and/or delivery of the Customer Premises Equipment and/or SIMs, or of any additional visits to these premises made either at Customer's request or which may be necessary from time to time in order to maintain the Service; and/or
  - 4.1.3 a prompt report by Customer to Huge Connect of any loss or damage to the Customer Premises Equipment and/or SIMs while at Customer's premises.

## 5 OWNERSHIP OF THE SIMS

- 5.1 The ownership of the SIM, whether Customer has purchased the Customer Premises Equipment or not, shall remain vested in Huge Connect and all SIMs shall be returned to Huge Connect after termination of the Service in accordance with Clauses 12.2 of the Master Services Agreement.

## 6 WARRANTIES, MAINTENANCE AND REPLACEMENT OF CUSTOMER PREMISES EQUIPMENT

- 6.1 In case of Customer Premises Equipment which are still under warranty in terms of the Master Services Agreement, Huge Connect shall at its own cost and expense, at the request of Customer, promptly correct any defect or error in the Customer Premises Equipment as may be necessary to comply with the warranties.
- 6.2 Huge Connect owned Customer Premises Equipment shall be maintained, repaired and/or replaced by Huge Connect free of charge unless otherwise agreed to by the Parties, provided always that defect or error are the result of Fair Wear and Tear, and not caused by any negligence or default on the part of Customer.
- 6.3 In the event that defects or errors in Customer Premises Equipment in accordance with clauses 6.1 and 6.2 above have been caused by the wilful conduct, negligence or default on the part of Customer, Customer shall pay, on demand, such reasonable repair or replacement charges as determined by Huge Connect, in its sole discretion, from time to time. Defects and/or errors caused by power surges, lightning, rain etc shall be for the account of the Customer.
- 6.4 Subject to clause 7.1 above, Customer Premises Equipment purchased by Customer shall be maintained, repaired and/or replaced by Customer at their own cost.
- 6.4.1 Should Customer request Huge Connect to repair and/or replace purchased Customer Premises Equipment, Customer shall pay, on demand, such reasonable repair or replacement charges as determined by Huge Connect in its sole discretion from time to time.
- 6.5 Customer Premises Equipment currently incorporate no field serviceable parts and Consumable Parts, and whether to repair or replace faulty units in the field shall be at the sole discretion of Huge Connect.
- 6.5.1 Failure for any reason, to recover Customer Premises Equipment in good and working order, shall cause the Customer to be liable to pay, on demand, such recovery and/or replacement charges as determined by Huge Connect, at its sole discretion, from time to time.

## 7 BILLING AND PAYMENT

- 7.1 Subscription Charges shall be invoiced by Huge Connect in advance and shall continue for the duration of this Agreement until this Agreement is terminated and, where applicable, the Customer Premises Equipment and/or SIMs are returned to Huge Connect in accordance with Clause 4.1.3 of this Service Schedule. Subscription Charge invoices are immediately payable by Customer upon receipt of such invoices by Customer.
- 7.2 Installation Charges and Activation Charges, which are non-refundable, shall be invoiced by Huge Connect upon installation of the Service and/or delivery of the Customer Premises Equipment to Customer.
- 7.3 Any other applicable charges shall be invoiced by Huge Connect in accordance with its Charges.

- 7.4 Huge Connect may charge additional charges in the following cases:
- 7.4.1 where on-site assistance has been provided at Customer's request, such charges shall be quoted for by Huge Connect, where possible, prior to the on-site assistance being provided;
  - 7.4.2 where it has been necessary for Huge Connect to use non-standard apparatus and/or equipment in order to provide the Service;
  - 7.4.3 where the SIM/s has been damaged, lost or stolen which shall include, but not be limited to, the recovery and replacement costs of the SIM as well as the costs associated with the remaining duration of the Agreement;
  - 7.4.4 where Customer reported a problem and Huge Connect attends to the problem and finds that the problem is not Huge Connect related; and/or
- 7.5 In instances of an upgrade or downgrade of either the Customer Premises Equipment or tariff option, the Charges to Customer will be amended from the date that the system changes have been effected.

## **8 GENERAL CONDITIONS**

- 8.1 The tariff options and contract periods are set out in the Service Order.
- 8.2 Customer Premises Equipment (where relevant) are dual SIM and are fully remotely manageable.
- 8.3 Standard Mag-mount Penta-band antenna with 2m cable and power supply unit included. Alternate antenna options are available at an additional charge.
- 8.4 No charge besides data charges, for VPNs where applicable. Note: approximately 30MB per month will be used to maintain the VPN. All Charges are exclusive of VAT.