

## SERVICE SCHEDULE 2

### INTERNET, DSL, DIGINET, SATELLITE, FIBRE and MICROWAVE

#### 1. INTRODUCTION

- 1.1. This Service Schedule forms an integral part of the Master Services Agreement.
- 1.2. 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 3rd Party Service provider, its affiliates and subsidiaries.
- 1.3. This Service Schedule contains Service specific terms and conditions that pertaining to the Services in the title above.
- 1.4. The terms and conditions herein are divided into two categories, i.e. terms and conditions that are general in nature and applicable to all Services dealt with in this Service Schedule and terms and conditions that are specific to each Service dealt with under the heading reflecting the specific Service.

#### 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. **"ADSL"** means the Asymmetrical Digital Subscriber Line provided by Telkom;
  - 2.2.2. **"ADSL Traffic"** means any and all Internet data of whatever nature downloaded, uploaded and/or transmitted (including e-mail) by Customer or any user; or over an ADSL;
  - 2.2.3. **"Capped Data"** means the combination of In-Bundled Data and Out-of-Bundled Data used by Customer to access the Internet;
  - 2.2.4. **"Customer Premises Equipment"** (CPE) depending on the specific Service, means:
    - 2.2.4.1. The fibre modem, antenna and all ancillary cabling between the antenna and the modem or the VSAT earth station equipment;
    - 2.2.4.2. The VSAT earth station equipment comprising of Satellite modem, antenna, BUC and LNB and all ancillary cabling between the antenna and the modem;
    - 2.2.4.3. Wireless Subscriber Unit, Broadband Router etc. and/or any other equipment which enables a Customer to gain access to a Service including any Software embedded in the equipment or used in conjunction therewith.
  - 2.2.5. **"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 provides;

- 2.2.6. **"Diginet Service"** means the services which comprise of the provisioning of Diginet services which Huge Connect obtains from Telkom;
- 2.2.7. **"DSLAM"** means a Digital Subscriber Line Access Multiplexer;
- 2.2.8. **"DSL Services"** means the services as set out in the Service Order relating to the provisioning of an ADSL which Huge Connect obtains from Telkom;
- 2.2.9. **"Electronic Communications Network"** or **"ECN"** refers to a duly licensed network and encompasses the physical wireless and wired network operated and made available by such ECN service provider as well as a virtual network (using Multi Packet Label Switching or related technologies) operated and made available by such ECN service provider over its own network as well as the networks of other ECN service providers;
- 2.2.10. **"Fair wear and tear"**- is the expected decline in the condition of an object due to normal everyday use;
- 2.2.11. **"Fibre Service"** means the services which comprise of the supply of Customer Premises Equipment on a rental basis to a Customer together with the provisioning of fibre connectivity which Huge Connect obtains from 3<sup>rd</sup> Party Service Provider and resells;
- 2.2.12. **"Internet"** means a global computer network providing a variety of information and communication facilities, consisting of interconnected networks using standardised communication protocols;
- 2.2.13. **"Internet Data"** means the Capped Data or Uncapped Data bundles as selected by Customer in accordance with the Service Order for use over Customer's ADSL enabled by means of a Huge Connect username and password. Huge Connect reserves the right to Shape such Internet Data;
- 2.2.14. **"Internet Service"** means the Internet Data and/or the VPN Service as selected by Customer in accordance with the Service Order;
- 2.2.15. **"Microwave"** is a Wireless transmission link made up of Point-to-Multipoint (PMP) and Point-to-point (P2P) Near-Line-Of-Sight (NLOS) access network;
- 2.2.16. **"Microwave Service"** means a service which provides access to the Internet, by means of Customer Premises Equipment using Microwave connectivity to sites identified by the Customer, and which services Huge Connect obtains from duly licensed Electronic Communications Network Service provider;
- 2.2.17. **"Modem"** or **"Router"** means the device which is used to connect Customer's equipment to the ADSL, in order to enable the Internet Data;
- 2.2.18. **"Premises"** means the premises specified in the Service Order where the Service will be installed;
- 2.2.19. **"Satellite"** means the designated Satellite for the contracted service;
- 2.2.20. **"Satellite Service"** means the services which comprise of the supply of Customer Premises Equipment on a rental basis to Customer together with the provisioning of Satellite services which Huge Connect obtains from a 3<sup>rd</sup> Party Service provider and resells;

- 2.2.21. **"Service"** the generic term in this Schedule means any one or all of the following: Huge Connect DSL Services, Huge Connect's Internet Service, Huge Connect Diginet Services, Huge Connect Fibre Services, Huge Connect Satellite Services and/or Microwave Services;
- 2.2.22. **Shape"** means that traffic is prioritized and channelled in a specific order, for example web browsing and email traffic will be prioritized and services such as FTP take a lower priority;
- 2.2.23. **"Teleport"** shall mean contracted national or international infrastructure facilities that provide the Satellite link RF termination;
- 2.2.24. **"Telkom"** means Telkom SA Limited or its successors;
- 2.2.25. **"Transponder"** shall mean the transponders on the applicable Satellite;
- 2.2.26. **"Uncapped Data"** means there is no limit on the amount of data Customer is permitted to use to access the internet. Customer can use as much data as possible per month subject to Acceptable Use Policy;
- 2.2.27. **"Uplink"** shall mean the inbound signal transmission from Customer Premises Equipment to the Teleport;
- 2.2.28. **"VPN Service"** means a managed network offering from Huge Connect hosted within Huge Connect's core data network. The Service provides site to site encrypted tunnels over the internet. The Service entails a Huge Connect approved encrypted VPN tunnel and includes a specified monthly amount of internet data. Customer is responsible to acquire, configure and install the client side of the VPN tunnel client. Huge Connect will configure the hosting end and configure the VPN tunnels in accordance with the selected tariff option as provided for in the Service Order.

### 3. DURATION

- 3.1. The Service(s) (ordered by Customer) shall commence on the date of activation of the Service and shall be provided for the duration specified in the Service Order, where-after it shall continue to be provided until terminated as provided for in the Master Service Agreement.
- 3.2. It is specifically recorded that Huge Connect will be entitled to terminate the Service at any time on written notice to Customer, without incurring any liability whatsoever related to such termination, should Huge Connect's agreement with the 3rd Party Provider be terminated or if the particular service is terminated by the 3rd Party Service Provider for whatever reason.
- 3.3. Should the Service be terminated for any reason whatsoever and notwithstanding anything to the contrary contained in the Master Services Agreement and/or this Service Schedule, Customer agrees that Huge Connect is not authorized by the 3rd Party Service Provider to transfer and/or cede the Service into Customer's name and Customer will therefore be solely responsible for applying for a new Service directly with the 3rd Party Service Provider.
- 3.4. Any application of a Customer to change an existing Service to a different bandwidth range shall be regarded as an upgrade or downgrade and not as an application to terminate the existing Service.

#### **4. CHARGES**

- 4.1. If any changes are proposed or effected to any term of the agreement between Huge Connect and the 3rd Party Service Provider which impacts on the provision of the Service in terms of this Agreement, Huge Connect shall be entitled to amend the terms, fees and charges for the Service at any time on thirty (30) days' notice to Customer to such effect. The amendment will take effect on the date indicated in the notice.
- 4.2. In instances of an upgrade or down grade, the Service charges to Customer will be amended from the date that the system and network changes have been affected.
- 4.3. In the event that Customer moves and/or relocates to a different location and/or premises, Huge Connect shall charge Customer any fee chargeable by the 3rd Party Service Provider for the moving and/or relocation of the Service(s) to new premises and/or location which includes without limitation the installation fees, penalty fees, transfer fees, set up fees and/or any other fee that might be imposed on Huge Connect by the 3rd Party Service Provider.
- 4.4. Customer shall remain liable for the DSL/Diginet/Internet Service charges irrespective of whether the ADSL/Diginet/Internet/ Fibre or Satellite Service is connected or not until such time that Customer cancels such ADSL/Diginet/Internet Service in accordance with this Agreement.

#### **5. SERVICE DELIVERY AND AVAILABILITY**

- 5.1. Customer hereby authorizes Huge Connect to manage the relationship with the 3rd Party Service Provider insofar as it concerns the provisioning of the Service, including the application, installation and maintenance of the Service, specifically:
  - 5.1.1. Customer shall supply the necessary facilities, resources, permissions, consents, co-operation and reasonable access to its Premises required by Huge Connect to enable Huge Connect to arrange for the installation, set-up, configuration and repair of any component of the Services, including Customer Premises Equipment;
  - 5.1.2. Upon termination of the Service for any reason whatsoever, Customer shall supply the necessary consents and co-operation required to enable Huge Connect/3rd Party Service Provider to arrange for the removal of any component of the Service, including Customer Premises Equipment from the Premises.
- 5.2. Customer uses the Service at his/her own discretion and risk and acknowledges and accepts that Huge Connect provides the Service "as is" and "as available" and that Huge Connect does not expressly or by implication warrant, represent or in any way guarantee that the 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 Customer's delivery timeline requirements.
- 5.3. Customer acknowledges that the following circumstances and events may impact upon its use of the Service and further that these circumstances and/or events are beyond Huge Connect's control:
  - 5.3.1. limitations upon bandwidth capacity;

- 5.3.2. telecommunication service operator failures, which includes telecommunication links and line failures;
- 5.3.3. access technology failures;
- 5.3.4. quality of service of telecommunication links or lines;
- 5.3.5. 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 Service; and
- 5.3.6. Any other action, omission and/or failure not within Huge Connect's control which has an impact on the Service and/or the provision of the Service.

## **6. SUSPENSION**

- 6.1. Should the 3rd Party Service provider cease to provide the Service to Huge Connect or if the 3rd Party Service provider notifies Huge Connect that any act or omission of Customer (including a Customer's non-payment of a Telkom telephone service) adversely affected the Service or the operation of the 3rd Party Service Provider's network or otherwise constitutes a breach of the terms and conditions applicable to access and/or use of the Service, Huge Connect will be entitled to summarily suspend and/or terminate the Service. Customer however shall remain liable to Huge Connect for the payment of the Service Charges until the Agreement is terminated in terms of the Master Services Agreement.
- 6.2. In the event that the Huge Connect DSL Service is regarded as terminated in terms of 6.1 above, then such service shall not be capable of reactivation. Should a Huge Connect DSL Service be required in future in respect of the same telephone number, a new application will have to be made.
- 6.3. Customer indemnifies Huge Connect against any damage, loss, and cost or claim which Customer or Huge Connect may suffer or incur arising from the suspension and termination of the Service.

## **7. HANDLING OF FAULTS**

- 7.1. The Service shall be deemed to be in good working order until Customer advises Huge Connect otherwise.
- 7.2. Huge Connect's Customer Call Centre operates during Huge Connect's normal Business Hours.
- 7.3. First line maintenance shall be provided free of charge telephonically by Huge Connect.
- 7.4. Huge Connect shall be solely responsible to provide first line maintenance as well as to report/log any fault with the 3rd Party Service provider where the fault could not be rectified during the first line maintenance stage.
- 7.5. At no stage shall Customer contact the 3rd Party Service provider directly regarding any customer query or fault handling pertinent to the Service.
- 7.6. In those cases where Customer is unwilling to co-operate with the Call Centre with respect to first line maintenance, Customer shall be liable for all costs incurred to provide on-site assistance where the maintenance required could have been provided telephonically, or where the fault was caused by any negligence or default on the part of Customer.

7.7. Customer accepts and agrees to the following regarding Huge Connect or the 3rd Party Service provider's handling of faults:

7.7.1. Customer will have an available onsite contact person in order to assist Huge Connect or the 3rd Party Service provider with maintenance during the outage;

7.7.2. Should Huge Connect dispatch a technician and it is later established that the fault was due to non-Huge Connect or 3rd Party Service Provider equipment or network element, then Huge Connect shall claim any costs and/or expenses associated therewith from Customer.

## **8. GENERAL CUSTOMER OBLIGATIONS**

8.1. Notwithstanding anything to the contrary, Customer shall at all times comply with all the requirements imposed by the 3rd Party Service provider on the Service for the duration of the Service or with any other instruction or usage policy issued by Huge Connect.

8.2. Customer shall provide Huge Connect with the appropriate accommodation and facilities to house the Customer Premises Equipment as per the 3rd Party Service provider's requirements.

8.3. Customer shall only use the Service:

8.3.1. for lawful purposes and in compliance with any and all applicable governmental laws, rules, regulations and/or restrictions including, without limitation, patent, copyright, trademark, obscenity and defamation laws; and

8.3.2. in compliance with the technical and operational requirements as applicable from time to time.

8.3.3. for Customer's own use only. Customer shall not resell the Service, in whole or in part, to any other person or entity

8.4. In as far as Huge Connect Satellite Services:

8.4.1. Customer will follow established practices and procedures for frequency co-ordination and will not use the Satellite Service, or any portion thereof, in a manner which would harm the Service Transponder or interfere with the use of or harm any portion of the service Transponder that is not assigned to Huge Connect.

8.4.2. Uplink Requirements: Before any transmit earth station may access a Satellite, it must demonstrate compliance with the applicable technical requirements as defined by the Satellite provider and in the Service Request and have approval from Huge Connect. Uplink restrictions, carrier line-up and In-Service monitoring activities must comply at all times with the Huge Connect or the 3rd Party Service provider's engineering policies and requirements.

## **9. CONNECT DSL - SERVICE SPECIFICS**

9.1. Customer acknowledges that the Huge Connect DSL Services can only be provided:

9.1.1. if Customer has an existing active telephone service registered in his name with Telkom;

9.1.2. if Customer's telephone service is provided by means of normal copper line that is ADSL compatible and enabled. In the case where the telephone service is provided by other than

normal copper lines, including ISDN, pair gain, digital loop and/or broadband carrier systems (e.g. UMC equipment, or variants thereof, or over a fibre-based distribution point), the service will, if technically possible, be converted into an analogue copper-based telephony service, subject to Customer agreeing to pay an installation fee on their telephony service invoice rendered by Telkom. Huge Connect undertakes to notify Customer of the abovementioned installation fee prior to such conversion;

- 9.1.3. subject to the availability of Telkom ADSL resources, including but not limited to a DSLAM being installed in the relevant Telkom exchange or ports being available on an existing DSLAM.
- 9.2. Customer indemnifies Huge Connect against any claim that may arise due to Customer failing to pay Telkom the installation fee in accordance with Clause 9.1.2 above.
- 9.3. In the case where Customer has an existing ADSL being provided by Telkom and Customer has applied for the Huge Connect DSL Service, Customer hereby authorises Huge Connect to cancel Customer's ADSL provided by Telkom on behalf of Customer.
- 9.4. In the case where Customer has an existing ADSL being provided by an ADSL reseller (other than Telkom), then the obligation of cancelling such ADSL service is the sole responsibility of Customer.
- 9.5. Huge Connect shall not be liable for any expenses, damages or other liabilities incurred or suffered by Customer arising from the cancellation of any ADSL in terms of this Service Schedule.
- 9.6. In order to provide the Huge Connect DSL Service, Huge Connect is required to apply for an ADSL from Telkom. Customer hereby authorises Huge Connect to apply for such ADSL services on Customer's telephone line.
- 9.7. In the case where Customer cancels an application for the Huge Connect DSL Service prior to the provisioning of the service, Customer shall be obliged to pay to Huge Connect such costs and/or expenses, if any, as Telkom may levy against Huge Connect for such cancellation.
- 9.8. In the case where an application to Telkom has been unsuccessful Huge Connect shall notify Customer accordingly and the application for the Huge Connect DSL Service shall be deemed null and void.
- 9.9. Huge Connect shall confirm with Customer that the Huge Connect DSL Service is available for use by Customer once advised by Telkom that the Telkom network is ready for activation.
- 9.10. The Huge Connect DSL Service application process will be terminated, in the event that any of the following occurs at any stage prior to the Huge Connect DSL Service being finally provisioned:
  - 9.10.1. Should the Telkom telephone number change due to Customer relocating premises or is no longer available;
  - 9.10.2. Should Customer move to any area where the provision of the Huge Connect DSL Service is no longer possible, notwithstanding that Customer has retained the original Telkom telephone number.
- 9.11. In the circumstances set out par 9.10 above Customer acknowledges that Huge Connect will submit a new application containing the new telephone and location information to Telkom and that such application will be subject to the same conditions as set out in 9.1 above.

9.12. Customer shall remain liable for the Internet Service charges irrespective of whether the ADSL is connected or not until such time that Customer cancels such Internet Service in accordance with this Agreement.

## **10. DIGINET SERVICE—SERVICE SPECIFICS**

10.1. In the case where Customer has an existing Diginet Service being provided by Telkom and requires a Huge Connect Diginet Service, Customer will be required to sign an application form consenting to the transfer of the Diginet service to Huge Connect.

10.2. The terms of clauses 3.6, 3.7, 3.8, 3.9 and 3.10 above with the necessary changes apply mutatis mutandis to Huge Connect Diginet Services.

10.3. In as far as Huge Connect's Diginet Service is concerned the limitations and terms imposed by Telkom includes the actual availability of Telkom's network and specifically pertain to:

10.3.1. upgrades/downgrades;

10.3.2. indoor/outdoor transfers; and

10.3.3. Telkom's accommodation and related requirements of Customer sites housing Telkom equipment, a copy of which is available on request.

## **11. INTERNET – SERVICE SPECIFICS**

11.1. Conditions of Access:

11.1.1. Customer acknowledges that he/she shall engage directly with Telkom or any other third party (which may also be Huge Connect in terms of a separate Service Schedule) for the ADSL rental and Telkom or such third party shall attend to the installation of the ADSL.

11.1.2. Huge Connect will, unless it reasonably declines to activate the Internet Service as contemplated in this Schedule, make the Internet Service available to Customer on the date of activation subject to clause 3.

11.1.3. Huge Connect will, where relevant, issue a user name and password to Customer on the date of activation in order to enable Customer to gain access to Internet Service.

11.1.4. Customer agrees that

11.1.5. the user name and password will be used for Customer's own personal use only;

11.1.6. he/she will not disclose the user name and password to any other person for any reason whatsoever and that Customer will maintain the confidentiality thereof;

11.1.7. in the event that Customer's password is compromised, Customer will immediately notify Huge Connect and change the password;

11.1.8. Customer, as the holder of the user name and password, acknowledges that he/she is solely responsible for all payments in respect of the Internet Service package as selected in accordance with the Service Order charged to Customer's account, irrespective of whether Customer used the Internet Service or not;



- 11.1.9. Customer agrees to cause all persons who use any Internet Service under his/her account or with authorization to comply with the Agreement. All acts or omissions of all persons who use Internet Service under Customer's account or with his/her authorization will be treated for all purposes as acts or omissions of Customer;
- 11.1.10. Unless such right is specifically and expressly provided to Customer, Customer will not, at any time, permit and/or initiate a simultaneous network log-in unless otherwise agreed by Huge Connect. Customer will not attempt to circumvent Huge Connect's user authentication processes or engage in attempts to access the network where not expressly authorised to do so.
- 11.2. Obligations:
- 11.2.1. Huge Connect and/or its 3rd Party Service providers will manage bandwidth usage to the best of its ability during peak periods however, it remains a best effort service.
- 11.2.2. Huge Connect and/or its 3rd Party Service providers reserve the right to manage the network in order to optimize its efficiency for the benefit of all its Customers. Huge Connect may take any other action deemed appropriate in order to help ensure the integrity of the network experience for all Customers.
- 11.2.3. Customer may not use the Internet Service for unattended automated operation, unless otherwise agreed. Customer may stay connected as long as Customer is actively using that connection. Customer further agrees not to use Internet applications for the purpose of simulating network activity to avoid session inactivity disconnection.
- 11.2.4. Customer will be liable for Out-of-Bundle rates should Customer exceed the In-Bundled data limit.
- 11.2.5. Huge Connect does not make any express or implied representations, warranties or guarantees regarding the availability, accuracy, reliability, timeliness, quality or security of the Internet Service.
- 11.2.6. Huge Connect is committed to provide Customer with uninterrupted Internet Service. However, Huge Connect cannot guarantee that Internet Service and that the allocated capacity will always be available.
- 11.2.7. Huge Connect may terminate the Internet Service at any time with 30 days advanced written notice if it decides to discontinue the Internet Service offering for any reason whatsoever, without any further liability to Customer.
- 11.2.8. Customer is responsible for ensuring and maintaining security of their own systems and machines that connect to and use Internet Service, including implementation of necessary patches and operating system updates.
- 11.2.9. If the Internet Service is used in a way that Huge Connect, in its sole discretion, believe violates any of its rules or limitations, Huge Connect may take any responsive actions deemed appropriate. Such actions may include without limitation, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and/or the

immediate limitation, restriction, suspension or termination of all or any portion of the Internet Service or Customer's account.

## **12. FIBRE SERVICE SPECIFICS**

- 12.1. In the case where Customer cancels an application for the Fibre Service prior to the provisioning of the service, Customer shall be obliged to pay to Huge Connect such costs and/or expenses, if any, as the 3rd Party Service provider may levy against Huge Connect for such cancellation.
- 12.2. Huge Connect shall confirm with Customer that the Fibre Service is available for use by Customer once advised by 3rd Party Service provider that the link has been installed.
- 12.3. Service Specification
  - 12.3.1. Service Description: The Fibre service provides Customer with two-way Fibre link as specified in the Service Order via a Huge Connect contracted Fibre platform.
  - 12.3.2. Internet Protocol (IP) Addresses and Domain Name Service (DNS): If requested by Customer, Huge Connect shall provide Customer with IP addresses and all such addresses shall be Huge Connect's property and must be relinquished by Customer upon expiration of the Master Services Agreement. Additional IPs should be requested based on a full motivation for additional IPs. Customer shall obtain and maintain IP addresses for use by authorised users).
  - 12.3.3. Routing Protocol: Huge Connect is responsible for the IP routing between Customer Premises Equipment and the Internet. Customer is responsible for establishing the inbound and outbound traffic levels for all access routes at Customer's disposition, including the path provided by this Fibre Service. Huge Connect makes no representations or warranties concerning the proposition of traffic that will be routed to the Internet when alternative paths exist into or out of Customer's network.
  - 12.3.4. Acceptable Use: Customer agrees to provide requirements to the authorised users concerning "Acceptable Use". Acceptable Use is hereby defined to exclude the use of the Fibre Service for the following purposes: electronic mail spamming, unauthorized access to systems connected to the Internet, destruction of information, and other uses deemed inappropriate or illegal by any governmental or regulatory entity. Huge Connect reserves the right to block any such offender access to the Internet, to the extent allowed by technology, but it is Customer's responsibility to correct any misuse of the Fibre Service by any End User and/or any other third party connected to Customer's network. In the event that Customer cannot control the situation Huge Connect reserves the right to interrupt the Fibre Service until Customer proves, to Huge Connect's satisfaction, that the problem has been remedied.
- 12.4. In-Service Definition: The Fibre Service shall be deemed In-Service when the IP based traffic is available to Customer between Customer Premises Equipment and the Internet.
- 12.5. Provision of Services:
  - 12.5.1. The Fibre Service shall be provided on a 24 hour a day, 7-day a week basis.

- 12.5.2. The 3rd Party Service Provider shall be selected by Huge Connect and Huge Connect reserves the right to assign and/or reassign Customer's Fibre |Service to other 3rd Party Fibre Service providers.

### **13. SATELITE SERVICE SPECIFICS**

- 13.1. Huge Connect shall not be liable for any expenses, damages or other liabilities incurred or suffered by Customer arising from the cancellation of the Satellite Service from any 3rd party Service Provider and/or transfer of the Satellite Service to another 3rd party Service provider in terms of this Service Schedule.
- 13.2. In the case where Customer cancels an application for the Satellite Service prior to the provisioning of the service, Customer shall be obliged to pay to Huge Connect such costs and/or expenses, if any, as the 3rd Party Service provider may levy against Huge Connect for such cancellation.
- 13.3. Huge Connect shall confirm with Customer that the Satellite Service is available for use by Customer once advised by 3rd Party Service provider that the link has been installed.
- 13.4. Service Specification
- 13.4.1. Service Description: The Satellite Service provides Customer with two-way Satellite link as specified in the Service Order via a Huge Connect contracted satellite-based Platform.
- 13.4.2. Internet Protocol (IP) Addresses and Domain Name Service (DNS): If requested by Customer, Huge Connect shall provide Customer with IP addresses and all such addresses shall be Huge Connect's property and must be relinquished by Customer upon expiration of the Master Services Agreement. Additional IPs should be requested based on a full motivation for additional IPs. Customer shall obtain and maintain IP addresses for use by End User(s).
- 13.4.3. Routing Protocol: Huge Connect is responsible for the IP routing between the Demarcation Points. Customer is responsible for establishing the inbound and outbound traffic levels for all access routes at Customer's disposition, including the path provided by this Satellite Service. Huge Connect makes no representations or warranties concerning the proposition of traffic that will be routed to the Teleport when alternative paths exist into or out of Customer's network.
- 13.4.4. Demarcation Points: Unless otherwise specified in the Service Order, the Demarcation Points for the Satellite Service shall be (a) to the Huge Connect core network and (b) the Ethernet port at the modem of Customer-provided earth station(s) specified in the Service Order.
- 13.4.5. Technical Requirements: All Customer earth stations and related equipment specifications must comply, and be in accordance, with the engineering directive as documented in the applicable Service Request. Acceptable Use: Customer agrees to provide requirements to the End Users concerning "Acceptable Use". Acceptable Use is hereby defined to exclude the use of the Satellite Service for the following purposes: electronic mail spamming, unauthorized access to systems connected to the Internet, destruction of information, and other uses deemed inappropriate or illegal by any governmental or regulatory entity. Huge Connect reserves the right to block any such offender access to the Internet, to the extent allowed by

technology, but it is Customer's responsibility to correct any misuse of the Satellite Service by any End User and/or any other third party connected to Customer's network. In the event that Customer cannot control the situation Huge Connect reserves the right to interrupt the Satellite Service until Customer proves, to Huge Connect's satisfaction, that the problem has been remedied.

- 13.4.6. In-Service Definition: The Satellite Service shall be deemed In-Service when the IP based traffic is available to Customer between the Demarcation Points set forth in the Service Order.

### 13.5. Provision of Services

- 13.5.1. The Satellite Service shall be provided on a 24 hour a day, 7-day a week basis.
- 13.5.2. Satellite Teleport services shall have an availability of 99.5% (excluding interruptions, degradations and/or disturbances) during the month.
- 13.5.3. The Teleport used to provide any Teleport services shall be selected by Huge Connect. Huge Connect reserves the right to assign and/or reassign Customer's space segment allocation within the service Transponder or to other Transponders within the applicable Uplink and/or Downlink of the Satellite in order to minimize mutual interference between adjacent Satellites and to ensure compliance with applicable coordination agreements with other networks. Except in emergency circumstances, Huge Connect shall notify Customer of any changes to its initial allocation as soon as reasonably practicable prior to such change and shall use reasonable efforts to minimize disruption to the Huge Connect Satellite Service during any such change.
- 13.5.4. Customer recognizes that it may be necessary, if the Satellite or any component thereof, loses power or in other unusual or abnormal technical situations, or other unforeseen conditions, for Huge Connect to deliberately pre-empt or interrupt Customer's use of the Satellite Service, solely in order to protect the overall health and performance of the Satellite, or as otherwise necessitated by any reduction in available power. Huge Connect shall make such decisions in its sole discretion. To the extent technically feasible, Huge Connect shall give Customer at least 24 hours' notice of such pre-emption or interruption and will use all reasonable efforts to schedule and conduct its activities during periods of such pre-emption or interruption so as to minimize the disruption to users of the Satellite Service.

## 14. MICROWAVE SERVICE SPECIFICS

- 14.1. The following definitions are specific to this Service:
- 14.1.1. "**BitTorrent**" is a protocol supporting the practice of peer-to-peer file sharing that is used to distribute large amounts of data over the Internet;
- 14.1.2. "**Broadband Router**" is the routing device placed at the Customer's premises to provide the Customer with access to the Microwave Service;
- 14.1.3. "**Bundle**" means the amount of data allocated to the Customer for use of the Service;

- 14.1.4. **“Capped Internet Access”** means high-speed Internet access that is provided on a metered usage basis and imposes a limit with regards to the amount of data that can be downloaded for the line speed offered;
- 14.1.5. **“Email”** means Electronic Mail which refers to a protocol for the exchange of messages by way of telecommunication systems including but not limited to web browsers and internet service providers;
- 14.1.6. **“FTP”** means File Transfer Protocol and is a standard network protocol used to transfer computer files from one host to another host over a connected network, such as the Internet;
- 14.1.7. **“Gaming”** means a video game played over some form of computer network;
- 14.1.8. **“HTTP”** means Hypertext Transfer Protocol and is an application protocol for distributed, collaborative, hypermedia information systems;
- 14.1.9. **“HTTPS”** means Hypertext Transfer Protocol Secure and is a communications protocol for secure communication over a computer network, with especially wide deployment on the Internet;
- 14.1.10. **“IMAP”** means Internet Message Access Protocol and is a protocol for Email retrieval and storage developed as an alternative to POP3;
- 14.1.11. **“Peer-to-Peer”** is a type of decentralised and distributed network architecture in which individual nodes in the network (called "peers") act as both suppliers and consumers of resources, in contrast to a centralised client–server model where client nodes request access to resources provided by central servers;
- 14.1.12. **“POP3”** means Post Office Protocol version 3 and is an application-layer Internet standard protocol used by local Email clients to retrieve Email from a remote server over a network connection;
- 14.1.13. **“Service Coverage Area”** means the geographical area to indicate to the Customer in which area the Service can be provisioned;
- 14.1.14. **“Software”** means any computer programme, software or other materials installed or provided by or on behalf of ECN service provider for the purpose of using any Equipment or the Service, including any computer programme, software or other materials embedded in or used in conjunction with Equipment and/or any electronic communications system or equipment operated or maintained by ECN service provider;
- 14.1.15. **“SMTP”** means Simple Mail Transfer Protocol and is an Internet standard for Email transmission;
- 14.1.16. **“SSH”** means Secure Shell and is a cryptographic network protocol for secure data communication, remote command-line login, remote command execution, and other secure network services between two networked computers;
- 14.1.17. **“Telnet”** means a network protocol used on the Internet or local area networks to provide a bidirectional interactive text-oriented communication facility using a virtual terminal connection;

14.1.18. **“Users”** means the relevant authorised delegate of the Customer making use of the Service;

14.1.19. **“Wireless”** is a Wireless transmission link made up of Point-to-Multipoint (PMP) and Point-to-point (P2P) Near-Line-Of-Sight (NLOS) access network. Wireless permit transmission of data over longer distances and at higher bandwidths (data rates) than wire or copper cables; In case where the Customer’s site fall within the Service Coverage Area, the Service shall be provisioned subject to a physical site survey to determine if there is a line of sight from the Customer’s site to the Service aggregation point.

#### 14.2. Multiple Users:

14.2.1. It is acknowledged that the Customer has Users who shall use the Service with the Customer’s permission and therefore the Customer is responsible to ensure that all such Users comply with all terms and conditions relevant to the Service and in this regard the Customer acknowledges and agrees that it shall be liable for all breaches of the mentioned terms and conditions by such Users.

14.3. The Customer may choose from a number of Capped or Uncapped Bundles to utilise the Service. These are specified in the Service Order.

#### 14.4. Usage Parameters:

##### 14.4.1. General Usage Parameters

14.4.1.1. The usage parameters set out hereunder are designed to assist in protecting the ECN service provider, the Service, Customers and the Internet community as a whole from improper and/or illegal activity over the Internet, to improve service and to improve service offerings.

14.4.1.2. As stipulated in the relevant Acceptable Use Policy of the ECN service provider and/or Huge Connect, the ECN service provider and/or Huge Connect has the right to monitor usage and apply certain restrictions.

14.4.1.3. Please note that the provisions hereunder supplement the relevant Acceptable Usage Policy.

14.4.1.4. Any stated speeds and uninterrupted use of the Service are not guaranteed and actual speeds vary based on the amount of traffic on the internet, content on the particular website, or by the overall performance and configuration of the computer connected to the Service and will likely be lower than the speeds indicated during peak hours.

14.4.1.5. This Service is based on the “best effort” premise where no guarantees on throughput can be provided. In an endeavour to improve the user experience on this “best effort” service, and to better manage business critical protocols, the ECN service provider shapes the Broadband Connect traffic.

14.4.1.6. Some protocols will receive priority over the ECN and are seen as business-critical applications. These protocols include:

- HTTP
- HTTPS

- SMTP and POP3
- IMAP
- FTP
- TELNET
- SSH

14.4.1.7. The following protocols are deemed non-business critical and shall receive the lowest priority on the ECN:

- Peer-to-Peer
- BitTorrent

#### 14.4.2. Gaming Fair Usage Pool

14.4.2.1. In the event that ENS service provider and/or Huge Connect identifies abuse of the Service, the “fair user” standard will be applied. Abuse of the network will be calculated by the drawing of monthly usage reports by the ENS service provider, taking into account actual versus projected usage, per customer. Projected usage will be calculated on the historical usage, per customer.

14.4.2.2. Should a Customer’s usage be considered to be as falling outside of acceptable norms according to the fair usage indicators as well as the Acceptable Usage Policy and General Usage Parameters as detailed above, the aforementioned usage will be moved into a fair usage pool, without prior notification and with immediate effect. This will result in the Customer’s protocols receiving the lowest priority across the ECN, as well as the fact that the Customer will have to compete for bandwidth with other users, within this pool.

14.4.2.3. Customers that do not reach the above usage limits and utilise protocols considered to be business critical (i.e. HTTP, HTTPS, SMTP, POP3, IMAP, FTP and TELNET SSH) will continue to receive normal prioritization and should not experience a degradation of these services.

#### 14.5. Installations Parameters

Huge Connect or the ECN service provider shall install the CPE at the site(s) identified by the Customer. The mounting will be structurally sound and comply with all appropriate regulations and requirements. Customer preference or aesthetic regulation of the mount location will be considered as long as the request does not present additional labour and costs. In the event that the Customer preference results in additional costs, such additional costs will be discussed and agreed to prior to installation. In such cases, the installation is deemed as a non-standard installation and Customer will be responsible for ensuring that all conditions for installation are met. The billing systems will be updated once the installation is completed as accepted by the Customer. The scenarios for this are provided under the non-standard installation section 14.5.2 below.

#### 14.5.1. Standard Installation

A standard installation shall entail the following:

- 14.5.1.1. All site preparations which can be performed by Huge Connect or the ECN service provider where such preparations shall not require subcontracting or use of local facilities personnel;
- 14.5.1.2. Excludes efforts to structurally reinforce walls or roofs, landscaping, tree removal, excavation into concrete, roadways, paving or pavements for cable conduit, or ducting, roof penetrations, or restricted site of roof access requiring lifts, cranes or helicopters;
- 14.5.1.3. Wall mounts shall be mounted to surfaces or building materials that can support the wall mount (the following are examples of non- acceptable surfaces stucco, aluminium, or vinyl siding);
- 14.5.1.4. Grounding according to Huge Connect or the Microwave service provider specifications;
- 14.5.1.5. As part of the installation, Huge Connect or the ECN service provider shall activate and commission the CPE as well as conduct tests to verify the Service is operational. Huge Connect shall demonstrate to the Customer that the Broadband Connect Wireless Service is operational by connecting to the Internet via one wired connection and/or one Wi-Fi connection.
- 14.5.1.6. After demonstrating that the Service is operational, the Customer shall sign an installation completion certificate.

#### 14.5.2. Non-standard installation

- 14.5.2.1. A non-standard installation may incur additional costs and shall entail the following: Cable length between the Wireless Subscriber Unit and the Broadband Router in excess of 50 (fifty) metres;
- 14.5.2.2. Installations at sites that are in high-rise buildings; or installations that require different reticulation, mounts or site revisits;
- 14.5.2.3. Where the site is on a rental property and the landlord thereof has strict requirements to meet in order to receive approval for the installation of equipment i.e. requires renegotiation of lease in order to install the CPE or specialized installation to meet landlord approval. Landlord approval is the sole responsibility of the Customer and is required prior to the installation commencing. Warranties, Maintenance and Replacement of CUSTOMER PREMISES EQUIPMENT

14.6. 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.

14.7. 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.

- 14.8. In the event that defects or errors in Customer Premises Equipment in accordance with clauses **Error! Reference source not found.** and 14.1 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.
- 14.9. Subject to clause **Error! Reference source not found.** above, Customer Premises Equipment purchased by Customer shall be maintained, repaired and/or replaced by Customer at their own cost.
- 14.10. 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.
- 14.11. 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.
- 14.12. 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.