

SERVICE SCHEDULE 6 - DEVICE REPLACEMENT

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.

2 INTERPRETATION

- 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.
- 2.2 The following words bear the meanings ascribed thereto:
 - 2.2.1 "**Territory**" means the Republic of South Africa;
 - 2.2.2 "**Device Replacement**" means the free of charge replacement of a Device in specific instances. Device Replacement must not be construed as insurance in any form.
 - 2.2.3 "**Device**" for the purposes of this Schedule means Customer Premises Equipment as defined in Service Schedules 1, 2, 3, 4, and 5 (irrespective of whether such Device is out of its warranty period or within its warranty period) and/or any other device provided by Huge Connect, and as selected by Customer in accordance with Customer's requirements in the relevant Service Order(s);

3 REPLACEMENT CONDITIONS

- 3.1 Device Replacement, as defined in this Schedule, is limited to Devices that are:
 - 3.1.1 Supplied and owned by Huge Connect, and
 - 3.1.2 Located at the address/location specified in the relevant Service Order;
 - 3.1.3 Located and utilized solely within the Territory,
 - 3.1.4 Have been specified in a Service Order and fall within the ambit of this Service Schedule 6.
- 3.2 A Device will be replaced with another functioning Device in the following instances:
 - 3.2.1 Damage to a Device caused by mechanical and/or electrical malfunctioning due to fair wear and tear,
 - 3.2.2 Damage to or total loss of a Device due to a criminal offence, fire, power surges, lightning, flood, water leaks or insect infestation;
 - 3.2.2.1 In case of damage to or loss of device due to a criminal offence, such must be reported to and a case number obtained from the South African Police.
- 3.3 Device Replacement includes the replacement of the Power Supply Unit (SPU) and Antenna (where applicable) and no call out fee will apply to such Device Replacement.
- 3.4 Device Replacement in terms of 3.1. above, may only be done once per Device (that is subject to this Service Schedule) per 12-month period.

3.5 Should the mentioned Device not qualify for replacement during the mentioned 12- month period, such replacement may not be carried over to the following 12-month period.

4 EXCLUSIONS

4.1 The following instances fall outside the ambit of Device Replacement as per this Service Schedule:

- 4.1.1 damage caused to a Device by misuse, negligence or abuse;
- 4.1.2 loss and destruction of, or damage to a Device or reception problems pertinent to a Device, caused by unauthorized tampering with the Device or the Device's antenna;
- 4.1.3 loss of or damage to a Device caused by fraud or dishonesty with the involvement or consent of the Customer;
- 4.1.4 loss of or damage to a Device as a result of illegal activities on behalf of the Customer;
- 4.1.5 loss of or damage to a Device installed and/or operational outside of the Territory or not located at the location specified in the Service Order
- 4.1.6 loss of or damage to a Device due to any civil unrest, riots, terrorism, bombing/explosions or acts of war;
- 4.1.7 loss of or damage to any hardware/software not supplied by Huge Connect and which is connected to the Device; for example, a Desktop, Laptop, Server, credit/debit card machine etc.;
- 4.1.8 wall mountings, cables and other accessories used in the installation of the Device;

5 CUSTOMER RESPONSIBILITIES

- 5.1 Customer is required to use all reasonable endeavours to prevent or minimise damage to and/or loss of the Device.
- 5.2 The Device may only be used at the address/location originally specified by the Customer as the installation address.
- 5.3 Customer must notify Huge Connect in writing should the Device be relocated to an alternative address/location.

6 CANCELLATION

- 6.1 Customer shall provide 1 (one) calendar month notice of cancellation of this Device Replacement Service.

7 Acceptance of this Service Schedule:

SIGNED at _____ on this _____ day of _____ 201____.

Signature of duly authorised representative on behalf of **CUSTOMER**