PRODUCT ANNEXURE - APN

1.   INTRODUCTION

This Product Annexure sets out the legal framework for the provision and use of APN provided by the Supplier. This Product Annexure is subject to and must be read in conjunction with the Supplier terms and conditions located at https://saicom.io/. The nomenclature used in the Agreement shall apply to this Product Annexure.

2.   DEFINITIONS

2.1.   **APN** means Access Point Name.

2.2.   **CD** means Cancellation Date and is the date that the supplier received the official cancellation from the Customer.

2.3.   **CDR(s)** means A Charging Data Record (CDR) is, in 3GPP parlance, a formatted collection of information about a chargeable telecommunication event (making a phone call, using the Internet from your mobile device). Used for user billing a telecom provider transfers them from time to time in order to send bills to their users.

2.4.   **CUD** means Current Usage Data and is the usage at the time of STD.

2.5.   **CHAP** means Challenge Handshake Authentication Protocol.

2.6.   **Data Cap, Cap or Capping** means the amount of data allocated as part of the package subscription (E.g., 1GB is allocated on the package and once the 1GB is depleted or out of bundle usage will apply).

2.7.   **DIM** means Days in a Month and are the total days in the month of STD.

2.8.   **Enterprise Data Bundle** (EDB) means a bundle which is allocated to a Customer, this bundle can be shared between all users who are employees and/or contractors of such entity.

2.9.   **FQDN** / Fully Qualified Domain Name means a domain name that specifies its exact location in the tree hierarchy of the Domain Name System.

2.10.   **GiB** means Gibibyte, 1024GB equals 1TiB.

2.11.   **GPRS** means Global Packet Radio Service.

2.12.   **In-Bundle** means the allocated data included as part of the subscription being used. This will differ based on the size of the package applied for.

2.13.   **Kbps** means Kilobits per second.

2.14.   **KiB** means Kibibyte, 1024KB equals 1MiB.

2.15.   **MiB** means Mebibyte, 1024MB equals 1GiB.

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2.16. **Mbps** means Megabits per second.

2.17. **Migration** means moving to a package, of the same technology, of either a lower or higher subscription value.

2.18. **MNO** means Mobile Network Operator.

2.19. **Network** means the mobile telecommunication network and/or the wireless platform for Internet and/or voice services that is resold by the Supplier.

2.20. **Network Coverage** means the geographical area within which the Mobile Network Operator data services can be accessed and used by the subscriber.

2.21. **OOB** means Out of Bundle and refers data usage which is greater than the EDB or PEDB. All data > PEDB and/or EDB will be considered Out of Bundle and attract the contracted OOBR.

2.22. **OOBR** means Out of Bundle Rate and is the contracted rate at which overage or data used outside of EDB is billed.

2.23. **PEDB** means Pro-rated Enterprise Data Bundle and is calculated as PEDB=((EDB)/DIM)*STD)

2.24. **PAP** means Password Authentication Protocol.

2.25. **Radius** means Remote Authentication Dial-In User Service (RADIUS) is a networking protocol, operating on port 1812, that provides centralized Authentication, Authorization, and Accounting (AAA or Triple A) management for users who connect and use a network service.

2.26. **RICA** means the Regulation of Interception of Communication and Provision of Communication-Related Information Act, 70 of 2002.

2.27. **Saicom Mobility Portal** is the name which the Supplier has given to its APN management platform. Also known in the industry as spend manager.

2.28. **SPUL** means Saicom Portal User License.

2.29. **STD** means Service Termination Date and is the date that all services would be terminated with Supplier.

2.30. **TiB** means Tebibyte. 1024 GiB.

2.31. **Top up** means the data bundle purchased for use after the in-bundle data has been depleted.

3. **DURATION**

3.1. The minimum contract term for both private and public APNs is 12 (twelve) months however the Initial Term will be as displayed in the signed Proposal.

4. **CUSTOMER ACKNOWLEDGMENTS AND RESPONSIBILITIES**

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4.1. The APN product is dependent on the network coverage of the MNO, over which the Supplier has no control and makes no guarantees.

4.2. Network coverage is dependent on the Mobile Network utilised and may vary according to subscriber congestion.

4.3. It is the Customer's responsibility to select the correct SIM card linked to its product.

4.4. It is the Customer's responsibility to configure the relevant notifications on the Saicom Mobility Portal.

4.5. The Service is a best effort service, and the speed of uploads and downloads is indicative and dependent on various factors, such as signal strength, distance from the cellular towers, congestion of the cellular towers, etc.

4.6. Customers wishing to use their own hardware, must ensure the hardware supports the following:

4.6.1. CHAP and PAP as an authentication method may be required;

4.6.2. Editable APN profiles;

4.6.3. that the equipment is able to operate on the relevant MNO's network; and

4.6.4. that the equipment is licensed by ICASA.

4.7. The Customer is responsible for the SIM cards in terms of RICA legislation. RICA documentation and validation needs to be completed before any SIM cards will be dispatched.

4.8. The following documentation together with legible copies thereof will be required for the RICA verification; the copies will be retained by the person delivering your RICA product:

4.8.1. For a Natural Person:

4.8.1.1. Proof of Identification

4.8.1.2. Proof of Physical Address (Home Address)

4.8.2. For a Business:

4.8.2.1. Proof of Company Details

4.8.2.2. Proof of Address

4.8.2.3. Letter authorising selected representative to act as representative on behalf of the business

4.8.2.4. Proof of Identity for the representative

4.8.2.5. Proof of physical home address of company representative

4.9. The following documents are accepted for verification purposes:

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4.9.1.   Identity Verification (Natural Persons and Company Representative):

4.9.1.1. Green bar-coded South African ID book

4.9.1.2. Valid temporary ID issued by Home Affairs

4.9.1.3. Valid South African passport

4.9.1.4. New bar-coded ID cards

4.9.1.5. For Non-South African citizens – Passport or valid VISA / permit

4.9.2.   Company Detail Verification (Businesses):

4.9.2.1. Company registration documents

4.9.2.2. Tax Clearance Certificate

4.9.2.3. SARS registration documents, or

4.9.2.4. Any other Government issued documents containing the Company details

4.9.3.   Proof of Physical Address (Natural Persons, Businesses and Company Representatives):

4.9.3.1. Lease Agreement (not older than 12 months)

4.9.3.2. Municipal Account (not older than 3 months)

4.9.3.3. TV License (not older than 12 months)

4.9.3.4. Telephone Account (not older than 3 months)

4.9.3.5. Bank Statement (not older than 3 months)

4.9.3.6. Retail account which is delivered to that address on a regular basis (not older than 3 months)

4.10.   Only post-paid contract personal SIM cards can be added to the Supplier's APNs.

4.11.   Pre-paid SIM cards can be provisioned ONLY on Vodacom APNs, this needs to be enabled on the MNO's network and should be requested by the customer in writing.

4.12.   It is the Customer's responsibility to configure all SIM card Data Caps and Top-ups

5.   BILLING

5.1.   All billing is done in advance except for out-of-bundle ("OOB") billing which will be done in arrears.

5.2.   If a Customer goes live during the month the Enterprise Data Bundle will be billed pro-rata and the allocated data bundle for use will also be pro-rata accordingly. Billing of SIM cards will be billed for the full month regardless of the activation date.

5.3.   Billing of SPUL will be billed pro-rata.

5.4.   Billing for SIM cards and SPUL are variable and can increase and decrease month-to-month.

5.5.   Capping and notifications are Best Effort and the Supplier cannot be held liable for bill shock. It is the responsibility of the Customer to manage its usage appropriately.

5.6.   New SIM card once-off fees include activation and provisioning.

5.7.   Whilst Radius is used to provide real time analytics and capping on the Saicom Mobility Portal, billing is done on CDR feeds from the MNO's. CDR's are received daily from MNO's and a variance between Radius and CDRs is likely. This may affect billing from the Supplier to the Customer because of this discrepancy. The Supplier can in no way be held liable for this discrepancy.

6.   CANCELLATION

6.1.   Termination shall be in accordance with clause 15 of the Agreement.

6.2.   A 1 (one) calendar month notice is applicable on all SIM cancellations and SPUL.

6.3.   SIM Cards and SPUL Licenses will not be pro-rated.

6.4.   No cancellation of APN services is allowed during the contract period.

6.5.   Once the initial contract term has expired, the customer is to provide 3 (three) calendar month notice for all other APN related services.

6.6.   Should the service termination date not fall on the last day of the month, the enterprise data bundle will need to be pro-rated and OOB data would be based on this new pro-rated bundle (example below):

6.6.1.   Service Termination Date (STD) is the data that all services would be terminated with Supplier.

6.6.2.   Days in a Month (DIM) are the total days in the month of STD

6.6.3.   Cancellation Date (CD) is the date that the supplier received the official cancellation from the Customer

6.6.4.   Enterprise Data Bundle (EDB) is the bundle at time of CD and is measured in MiB

6.6.5.   Current Usage Data (CUD) is the usage at the time of STD

6.6.6.   Out of Bundle Rate (OOBR) is the contracted rate at which overage or data used outside of EDB is billed

6.6.7.   Pro-rata Enterprise Data Bundle (PEDB) calculation would be PEDB=((EDB*1024)/DIM)*STD

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6.6.8.   Out of Bundle (OOB) refers to all data usage which is greater than the EDB or PEDB

6.6.9.   All data > PEDB and/or EDB will be considered Out of Bundle and attract the contracted OOBR

6.6.10.   Eg. At the time of Cancellation Date (CD) the Enterprise Data Bundle (EDB) is 100GiB, billed at R14,000 per month. Service Termination Date (STD) is the 10th of a with a Days in a Month (DIM) of 30. Current Usage Data (CUD) at time of STD is 40,960MiB. Out of Bundle Rate (OOBR) is R0.16c. Therefore to calculate Pro-rata Enterprise Data Bundle (PEDB) we apply the formula PEDB=((EDB*1024)/DIM)*STD.   PEDB=((100GiB*1024)/30)*10, PEDB=34,130MiB or 33GiB. Therefore all data > than 34,130MiB would be considered Out of Bundle (OOB) and be billed according to the OOBR. Billing would therefore be as follows, (R14,000/30)*10=R4,660 for the PEDB and OOB data usage would be (40,960MiB-34,130MiB=6,830MiB*0.16c=R1,092). Total billing for PEDB and OOB Usage for the month in which STD falls would be R4,660+R1,092=R5,752

6.7.   Vodacom Pre-paid SIM cards will be canceled by the MNO if the Service has not been used for a period in excess of 120 days (four months).   This   is   as   per   Vodacom   "Prepaid   SIM   terms   and   conditions" (https://www.vodacom.co.za/vodacom/terms/prepaid-sim-terms-and-conditions)

7.   SPECIFIC PROVISIONS PERTAINING TO THE SUPPLIER PRIVATE APN PRODUCT

7.1.   Private APN allows direct access to a Customer IP network hosted by the Supplier from data-enabled SIM cards.

7.2.   The unique APN name needs to be a Fully Qualified Domain Name, registered to the Customer.

7.3.   Private APNs are native i.e., MTN APNs allow data connections from MTN SIM cards; Vodacom APNs allow data connections from Vodacom SIM cards; Telkom Mobile APNs allow data connections from Telkom Mobile SIM cards.

7.4.   Private APNs do not include any services for the SIM card besides a route from the MNO to the Supplier Network from where the data is routed to the Customer network.

7.5.   Should the Customer require ancillary services for the APN which their existing MPLS/SD-WAN service does not provide, e.g., Internet Breakout, Firewall, Proxy Services, these are for the Customer's account and should be scoped prior to the APN set up.

7.6.   The Customer provides the IP Address range which the APN is configured to deliver to the SIM cards.

7.7.   Each SIM card is required to be provisioned to the Private APN at MNO level before a connection to the APN may be established. The Supplier will log this with the relevant MNOs on behalf of the Customer. Whilst the Supplier endeavours to complete this in a timely manner, delays outside of our control are inevitable and the Supplier will not be held liable in any manner for this.

7.8.   If the SIM card is provided by the Supplier, the Supplier requests it to be provisioned to the Private APN.

7.9.   If the SIM card is provided by another service provider, the Customer may have to request provisioning of the SIM card to the Private APN by their service provider directly. Please note that SIM card provisioning may take between 3 to 5 business days, please note these targets are dependent on the MNO's capacity.

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7.10. The Supplier can provide data usage reports per SIM card, and per APN, subject to receiving the Radius billing software updates from the MNO, this can be viewed via the Saicom Mobility Portal.

7.11. Downgrade enterprise bundles will only be permitted every 6 months during the contract Period, one tier at a time.

8. SPECIFIC PROVISIONS PERTAINING TO THE SAICOM MOBILITY PORTAL

8.1. No granular reporting is provided for the SIM cards by default e.g., URL access, Content Downloads, File Server Access, Protocol-specific access and logging, etc.

8.2. The Private APN data bundle is not hard-capped and, once reached, will result in Out of Bundle billing to the Customer account. The Saicom Mobility Platform will send out a notification at a pre-configured threshold. This is a best effort notification and delivery cannot be guaranteed.

8.3. The security and use of the APN SIM cards remains the responsibility of the Customer.

8.4. Minimum usage charges are calculated by the MNO and applied when a data connection from a SIM card is smaller than a minimum billing unit of 1 MiB.

8.5. SPUL is required for every user/individual in the system. A user/individual is a named person who may have multiple SIM cards associated with their account. The Supplier will limit each user to have no more than 5 SIM cards per user.

8.6. SPULs are tiered by volume and billed per user.

8.7. Hard capping is offered as a best effort service and subject to the Licensor's and Supplier's terms and conditions.

9. SPECIFIC PROVISIONS PERTAINING TO THE SUPPLIER PUBLIC APN PRODUCT

9.1. The Customer may subscribe to the Supplier's Public APN data bundle and use MTN, Telkom Mobile and/or Vodacom SIM cards to connect to and use the data bundle.

9.2. Downgrade enterprise bundles will only be permitted every 6 months during the contract Period, one tier at a time.

9.3. The Supplier's Public APN provides Internet access to the SIM cards via the Supplier's Internet breakout.

9.4. IP addresses for the Supplier's Public APN SIM cards are issued on the Supplier's carrier's private IP address range (RFC1918).

9.5. The Supplier's Public APN does not provide access into a Customer's private network, unless a 3rd party VPN Connection is established from the SIM card-bearing device.

9.6. The Customer manages its SIM cards via the Saicom Mobility Portal.

9.7. Individual Data Caps (limits) are set for each Individual on the Saicom Mobility Portal, it is the Customers responsibility to set these Data CAPs. The Supplier Public APN enterprise data bundle is not hard-capped and, once reached, will result in Out of Bundle billing to the Customer account, based on the applicable rate per MiB as described on the original quotation and agreement.

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9.8. Reporting on the Supplier's Public APN product is limited to data usage per SIM/Individual and total APN data bundle usage.

9.9. No granular reporting is provided for the SIM cards by default e.g. URL access, Content Downloads, File Server Access, Protocol-specific access and logging.

10. SPECIFIC PROVISIONS PERTAINING TO THE MOBILE NETWORK OPERATOR (MTN, VODACOM or TELKOM) PUBLIC INTERNET APN AND OTHER VALUE-ADDED SERVICES AVAILABLE ON PRIVATE APN SIM CARDS

10.1. If the Customer is in contract with a third-party provider (e.g., Voice enabled SIM Card or ceded data SIM card), it is possible that the SIM card is enabled on this provider's APN to utilise data. The Supplier will not remove the SIM card's ability to connect to the 3rd Party Provider's/MNO's Public Internet APN on the respective mobile network. Therefore, all data usage charges which may arise from the SIM card connecting to the Public Internet APN will be billed to the Customer's account, in arrears, at the relevant rate charged by the MNO directly to the Customer.

10.2. Any data usage charges arising from a connection or connections established by the SIM card to the MNO's Public Internet APN will be billed by the respective MNO at its standard rate per MiB or part thereof. This data usage is not visible on any Saicom Mobility Portal as the Public Internet APN is not the Supplier APN.

10.3. All Value-Added Services (Voice, SMS, MMS, WASP, USSD, International Roaming) if available on a 3rd Party SIM card will be for the account of the Customer directly from the MNO.

10.4. International roaming data usage plus an admin fee will be billed to the SIM card and added to the Customer's monthly invoice with the Supplier.

10.5. International roaming billing can be delayed for as much as 6 months due to the host country's (the country visited) MNO sending billing info to the relevant South African MNO.

10.6. International data roaming will not form part of any data caps (Enterprise, department, user or MSISDN). International data roaming will be billed separately and could be billed several weeks or months after usage.

10.7. International data roaming can be activated upon request, subject to the Supplier's terms and conditions.

10.8. Should a Customer incorrectly configure the Supplier APN name, username or password resulting in any billable usage on the MNO's network, the Supplier reserves the right to recover the cost of this usage from the Customer's account.

10.9. The Customer accepts liability for any additional billing which may arise from the use of the SIM card and remains responsible for the SIM card until the Supplier receives instruction to terminate the SIM from the Customer, or when the contract with which the SIM data service is bundled comes to fruition and terminates.

11. GENERAL

11.1. The minimum data package for a private and Public APN is 5GiB, unless otherwise agreed between the Supplier and Customer.

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11.2.   A 1 (one) month settling-in period at the beginning of a contract is allowed where Customers have the ability to decide on the ideal package for the contract period. Any change in this period will only take effect from the 1st day of the following month.

11.3.   All Supplier SIM cards are data only and have inhibitors in place to prevent voice calls, MMS, SMS, USSD and internet APN usage.

11.4.   All Supplier SIM cards are LTE enabled (coverage permitting).

11.5.   SIM cards used for telemetry purposes will be issued with 14 digit MSISDN (cell numbers) numbers as per ICASA's regulations.

11.6.   SIM cards are available in standard, micro and nano sizes on Telkom Mobile, MTN and Vodacom.

11.7.   Only post-paid contract SIMs can be migrated/ceded to the Supplier for use on the mobility solution.

11.8.   Pre-paid SIMs (Vodacom Only) can be added to a Vodacom APN and should be requested by the Customer to the Supplier.

11.9.   Usernames and password combinations may be sent automatically, via email and/or SMS message upon provisioning of the Service, to the Customer, should the product require authentication.

11.10.   Upgrading of bundles is allowed at any point during the contract period and will only take effect from the 1st day of the following month.

11.11.   All changes must be submitted to the Supplier Support Desk team (support@saicom.io) at least 5 working days prior to the end of the current month.

END OF ANNEXURE

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