

PRODUCT ANNEXURE - FIBRE AND LICENCED WIRELESS CONNECTIVITY

1. INTRODUCTION

This Product Annexure sets out the legal framework for the provision and Use of Fibre and Licenced Wireless Services 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. **Connectivity** - The medium used to carry services being provided by the Supplier to the Customer from the Customer site to the Supplier data centre. This medium can either be Fibre, Licenced or unlicensed Point to MultiPoint or Point to Point Wireless, ADSL or LTE.
- 2.2. **Medium is Live** - When the Service Provider/Connectivity Carrier the Supplier has contracted to supply the Connectivity Medium provides a certificate of handover, the service is considered Live and billing for the Connectivity medium will be activated from this date.
- 2.3. **New Build** - Including but not limited to the deployment of further equipment, incurrence of unexpected expenditure or unplanned trenching or reticulation of fibre to connect the Customer to the Supplier network.

3. FIBRE SERVICES

- 3.1. Fibre installation pricing is best estimate and may vary following a detailed site survey, estimated costs will then be amended accordingly.
- 3.2. It is the Customers responsibility to ascertain whether the site at which they wish to have the fibre installed has any restrictions on which fibre network owners may install fibre. Desktop feasibility tools are utilised to ascertain the feasibility of a fibre line installation at the selected site; however, this tool is unable to detect exclusivity agreements held by fibre network owners in respect of particular sites. The Customer must advise the Supplier in writing of any restrictions or exclusivity arrangements at the selected site.
- 3.3. In the event that the Customer fails to advise the Supplier in writing of any such restrictions, prior to any desktop feasibility search, the Customer will be fully liable for and shall indemnify the Supplier against any costs associated with feasibility searches and/or attempted installation at a restricted site.
- 3.4. Fibre Connectivity installations can take up to 6 months to be installed.
- 3.5. The Initial Term will only come into effect once the fibre is installed and goes live.
- 3.6. The Supplier retains the rights to adjust dates or reject connections to sites that require New Build.
- 3.7. All Fibre installation lead times quoted are based on desktop feasibility using online tools supplied by our last mile fibre carriers. Installation lead times are therefore estimates and require a physical site survey to be carried out. Only once the site survey has been completed and the Supplier reviews the survey report, can more accurate lead times be supplied to the Customer.

- 3.8. The only instances where a fibre link will be decommissioned prior to the Initial Term expiry date are by agreement, as a result of the Customer's breach or as a result of a Force Majeure Event. No Supplier fibre link substitution is allowed when a link is decommissioned prior to the Initial Term expiry date.
- 3.9. If the Supplier fibre link is decommissioned during the Initial Term, a decommissioning fee of R7 500 (seven thousand five hundred Rand) is payable. In addition to the decommissioning fee the charges relating to the balance of the agreement become due and payable.
- 3.10. The Customer indemnifies the Supplier and will not hold it liable for any charges relating to fibre agreements it still has in place with other third-party providers. Should a Customer still be in contract with a different third-party provider at the time that the Supplier's fibre link goes live, the Customer acknowledges that it will be liable for all charges levied by the Supplier from the date the fibre link is installed and the Ready for Service Date (defined below) has been determined and for the duration of the contract period.

4. WIRELESS SERVICES

- 4.1. Wireless Connectivity installations can take up to 3 months to be installed.
- 4.2. Wireless installation pricing is best estimate and may vary following a detailed site survey. Costs will then be amended accordingly.
- 4.3. Should third-party equipment, for example a cherry picker, need to be rented or purchased for the installation of a wireless link, the Customer will be charged for this over and above any installation fees already quoted.
- 4.4. All Wireless installation lead times quoted are based on desktop feasibility using online tools supplied by our last mile wireless carriers. Installation lead times are therefore estimates and require a physical site survey to be carried out. Only once the site survey has been completed and the Supplier reviews the survey report, can more accurate lead times be supplied to the Customer.
- 4.5. The Initial Term, regarding the wireless portion of the agreement, will only come into effect once the wireless link is installed and the Ready for service date (defined below) has been determined.

5. AGGREGATION OF CONNECTIVITY

- 5.1. No aggregation and/or sharing of links is allowed by the customer unless the Customer has been quoted on a connectivity product for the purpose of aggregation. Should the Supplier detect that aggregation has been configured, the supplier has the right to upgrade the service to a product that supports aggregation, and this may incur additional monthly and setup charges.

6. BEST EFFORT SERVICES

- 6.1. Where the Supplier provides Best Effort services such as Broadband Fibre or Broadband Wireless Connectivity, the Supplier cannot provide any guarantees on the network service level or voice services that traverse the Best Effort Connectivity.
- 6.2. If the Supplier can provide a dedicated Voice VLAN to separate data and voice traffic over the Best Effort service, the Voice VLAN will be quoted separately. Voice services that run over a dedicated Voice VLAN can be guaranteed by the

Supplier. Not all Best Effort services can be configured with a Voice VLAN and varies between last mile carriers or providers.

7. ACCEPTANCE AND TESTING

- 7.1. The Supplier shall provide the Customer with written notice once the Services are deemed ready and available for use. The Customer will have three (3) business days to test the Services, at the Customer's own expense, and notify the Supplier in writing if the Services are in material non-compliance with the applicable technical specifications set forth in the relevant Proposal.
- 7.2. If no written notice is received from the Customer within such three (3) business day period, the Customer shall be deemed to have accepted the Services and the "Ready for Service Date" shall be the date on which the Supplier provided the notice of availability to the Customer.
- 7.3. If the Customer delivers notice of material non-compliance within the three-business day period, the Supplier shall promptly take such reasonable action as is necessary to correct any such non-compliance in the Services and shall notify the Customer of a new Ready for Service Date upon correction. The Customer Party shall be charged on and from the Ready for Service Date.
- 7.4. Billing for all connectivity types will take effect as soon as the medium is live. Billing for connectivity will not be delayed for any reason including but not limited to:
 - 7.4.1. Customer's Cabinet not ready for Supplier equipment to be installed. This includes any CPE, Switch or any other Supplier owned equipment.
 - 7.4.2. Customer LAN not yet functional
 - 7.4.3. Customer is not able to give the Supplier access to their site to finish installing equipment.
 - 7.4.4. Customer has not yet moved into the premises where the connectivity medium is now live.
 - 7.4.5. Customer cancels with their existing vendors and there is a billing overlap between the Supplier and any other third-party provider.
 - 7.4.6. Customer has ordered dual connectivity mediums (e.g., Fibre and Wireless) - Billing will commence for each medium separately as soon as each of them are available to use.

8. ABORTIVE COSTS

- 8.1. If the Customer has signed an agreement for connectivity services for which the construction by the Supplier or a third-party of duct infrastructure along a route; and/or
- 8.2. access build into a private property in order for the Supplier or a third-party to render the Services in terms of an Instruction Letter and the Customer cancels the Instruction Letter prior to the Services in terms thereof having been activated, then the Customer shall be liable to pay to the Supplier:

- 8.2.1. in the event that the Supplier has not at the time of cancellation by the Customer entered into an agreement with any third party relating to the rendering of services along the same route as constructed for the Customer, the total cost of construction, including financing and all related costs, incurred by the Supplier; or
- 8.2.2. in the event that the Supplier has at the time of cancellation by the Customer entered into an agreement with one or more third parties relating to the rendering of services along the same route as constructed for the Customer, an amount calculated in accordance with the third-party contract and its terms of cancellation.

9. CANCELLATIONS

- 9.1. For all Connectivity Services, refer to clause 9.8 below for the written notice period of termination to the other Party upon the expiration of the initial or renewed contract term.
- 9.2. If the Customer terminates a service prematurely within the initial or renewed contract term, the Services will be terminated at the end of the notice period referred to in clause 9.8, but the Customer will be liable for an early-termination penalty equal to the contract value of the remainder of the term.
- 9.3. Downgrades shall only be permitted after the initial Contract Term as specified on the order form/quotation.
- 9.4. **Cancellation Extension Right:** On receipt of a cancellation notice from the Customer, regardless of whether such cancellation notice is received inside or outside of the Term, the Supplier will terminate the Services at the end of the Cancellation Notice Period reflected in clause 9.8 (Termination Date). The Customer may, however, request to extend the service for an additional agreed period (Extension Period) following the originally designated Termination Date.
- 9.5. The Customer acknowledges that extending the Services beyond the original Termination Date may result in administrative fees and/or third-party charges being incurred (Extension Fees). The Customer shall be liable for all such Extension Fees associated with the Extension Period and shall pay such Extension Fees on demand.
- 9.6. Wherever reasonably possible, the Supplier will provide the Customer with a written estimate of any predetermined Extension Fees associated with the Extension Period.
- 9.7. The Services will automatically terminate at the end of the Extension Period without the need for further notice from either Party. If the Customer wishes to continue the Services beyond the Extension Period, a new Order must be concluded with the Supplier.
- 9.8. Cancellation notice period per underlying carrier for Connectivity Services:

Carrier	Service	Cancellation Notice Period
Comsol	CX & Broadband (Point to MultiPoint) Microwave	1 (one) Calendar month

	wireless	
Comsol	CX Plus (Point to Point) Microwave wireless	3 (three) Calendar months
DFA	Magellan Fibre	3 (three) Calendar month
DFA	Helios Fibre	3 (three) Calendar months
DFA	Broadband Fibre	1 (one) Calendar month
DFA	Microwave wireless	1 (one) Calendar month
Frogfoot	Fibre	3 (three) Calendar months
Link Africa	Fibre	1 (one) Calendar month
MFN	Fibre	1 (one) Calendar month
MTN	Microwave wireless	3 (Three) Calendar months
OpenFibre	Fibre	1 (one) Calendar month
OpenServe	Fibre	1 (one) Calendar month
Saicom	Fibre	1 (one) Calendar month
Seacom	Fibre	1 (one) Calendar month
VO Connect	Microwave wireless	1 (one) Calendar month



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Vodacom	Wireless	3 (three) Calendar months
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