

## Standard Terms and Conditions

### 1. AGREEMENT

The Subscriber requests and the Provider ("Parties") accept and undertake to provide on an exclusive basis the Service ("Service") at the charges set out in the accepted Agreement.

1.1 The Service comprises of:

#### 1.1.1 Rental of Goods

The Provider will provide connectivity ("Connectivity") to its Services, the Customer Premise Equipment ("CPE") required for The Service ("the Goods") and the Rental of Goods to the Subscriber for the duration of the Agreement ("Rental").

#### 1.1.2 Access and Bandwidth

The Provider will provide the Subscriber with a blend of local and international internet bandwidth access on a monthly basis for the duration of the Agreement.

#### 1.1.3 Support

The Provider will provide technical support for the functioning of the Service ("Support").

#### 1.14 Other Charges

The Provider will provide agreed services as offered at agreed rates including Administration Fees ("Other charges").

1.2 Fibre to the Business (FTTB) is provided at carrier grade service level and other Connectivity (FTTH/DSL/LTE) is provided as best effort service level without any guarantees. Bandwidth for business usage is included and subject to the Provider's SLA and fair use policy, available on request.

1.3 The Provider shall not take responsibility for any action, event or occurrence that may cause the Subscriber harm by its use of the Service or by any Party whatsoever that may result from using the Service either directly or indirectly. The Subscriber undertakes the responsibility of protecting itself from any unauthorized intrusion or fraudulent use of the Service. It is the Subscriber's sole responsibility to set its own firewall and server equipment correctly and to react timely to events and notices that may occur.

1.4 The Provider will provide and direct fixed line audio communication from and to communication destinations from Subscriber's premises on an exclusive basis; (Voice)

1.5 The Provider will provide Subscriber with monthly, itemised usage reports;(Voice)

1.6 The Subscriber consents to the Provider vetting its creditworthiness and may at its sole discretion require pre-payments, sureties, or other arrangements in order to extend service at the level determined by the Provider. The Provider may at its sole discretion elect not to fulfil the Agreement.

1.7 The Subscriber will keep and maintain, equipment, documents, and other property of StreamGroup at the Subscriber's premises in safe custody at their own risk, maintain StreamGroup equipment in good condition until returned to StreamGroup, and not remove without written instruction or authorisation from StreamGroup.

### 2. DURATION

2.1 The Agreement will commence on the date of acceptance by the Provider. The Service will commence on the Connection Date and endure for the period stated in the Agreement ("Duration").

2.2 Where circumstances require it due to poor reception or other factors, the Provider will supply and charge for amplifying equipment and/or antennae to improve the service. (Voice)

2.3 The Service will continue after expiration of the initial period ("Duration"). Thereafter should the Subscriber wish to terminate the Agreement, 1 (one) month written notice of intention to terminate the Service is required and one month notice will be charged after contract duration.

2.4 The Provider is afforded a 'settling in' period of 60 days from Connection Date during which the Provider will rectify reported technical, connectivity, quality and reliability issues.

### 3. CHARGES

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The Rental charges and Usage charges are agreed to in the Agreement. The Rental includes the cost of maintenance, service and support to keep the Goods operational for the duration of the Agreement. The Provider shall charge for callouts to attend to Subscriber's issues that relate to non-Provider Service incidents.

### 4. SUPPORT COSTS (Voice)

The Service excludes the cost of maintenance, service and support to keep the Service operational for the duration of the agreement which is charged at the Provider's Standard Rates. Call-outs to attend issues that relate to non-Provider equipment will be charged at the prevailing rates, available on request.

### 5. SUPPLY OF SERVICES

5.1 StreamGroup warrants that the Services shall be performed by qualified individuals in a professional and workmanlike manner conforming to generally accepted industry standards and practices, and in accordance with applicable laws.

5.2 StreamGroup shall use all reasonable endeavours to meet any performance dates for the Services agreed in the order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the services.

5.3 StreamGroup shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, which do not materially affect the nature or quality of the Services, and StreamGroup shall notify the Customer in any such event.

### 5. PAYMENT OF CHARGES

5.1 The Subscriber shall make all payments in terms of the Agreement without set off, deduction free of bank or other Charges to the Provider's nominated account or address.

5.1.1 In advance: The monthly Rental one month's estimated Rental and Usage which may be adjusted, and

5.1.2 Other Charges.

5.1.3 In arrears: The Usage, and Support.

5.2 All payments for charges must be made by debit order or other pre-arrangement within three working days after the date of the invoice issued by the Provider in respect thereof. A Subscriber electing not to pay by debit order is subject to a monthly administration fee of R25 per site. The Provider reserves the right to require prepayment on the Service risk Subscriber's risk profile warrants this.

### 6. NO WITHOLDING

The Subscriber is not entitled to withhold any payment for any reason whatsoever.

### 7.CHANGES IN TARIFFS AND CONNECTIVITY

StreamGroup may adjust the Charges payable by the Subscriber giving reasonable notice in terms hereof accordingly

### 8.INSURANCE

8.1 The Subscriber shall insure the Goods for its replacement cost with a registered insurer for the duration of the Agreement.

8.2 If any of the Goods are lost or damaged, the Provider shall replace such Goods and its Standard Prices and Rates, and the Agreement shall endure. The Subscriber shall claim its losses from its insurance at the agreed replacement value.

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### 9.GOODS WARRANTY

StreamGroup is not the manufacturer of the Goods provided under these Conditions, which are the warranties provided by the manufacturer. StreamGroup will (where it is able to) use its reasonable endeavours to pass on the benefit to the Customer of warranties provided by the manufacturer of any such Goods. Subject to mandatory provisions of applicable law.

### 10.BREACH

The terms and charges in the Agreement remain confidential and may not be divulged without written request. If the Subscriber is in major breach of the Agreement, the Provider has the right to without notice to the Subscriber and without affecting any of its other rights to:

10.1 Suspend the Service in part or terminate the Agreement in full and claim immediate payment of the remainder of the Agreement.

10.2 Any wilful interference, tampering or hindrance of the Service by the Subscriber, including but not be limited to, failure or incompatibility of Subscribers' own equipment or services to function in support of the Service or at all, incompatibility, refusal of entry of the Provider's authorised personnel to access its Goods, shall constitute a major breach.

10.3 Any failure to pay any amounts due to the Provider, or suspension or cancellation of debit orders without prior Agreement with the Provider, or making a false statement in connection with the Agreement or the

Provider's ownership of the Goods or allowing any judgment that has been granted against the Subscriber to remain unsatisfied for or becoming subject to a final or provisional order of liquidation or surrender, shall constitute a major breach.

10.4 Breaching confidentiality, or exclusivity by the addition of competing services' non-use of the Service, or Usage below the agreed monthly threshold, or alienation of the Goods shall constitute a major breach.

10.5 The Subscriber being sequestered, or liquidated, or place under business rescue.

10.6 If either Party determines that there has been a breach by the other Party of this Clause 8, such breach shall be deemed a material breach of this agreement, and the non-breaching Party shall have the right to terminate this Agreement without prejudice to its rights under this Agreement or at law.

10.7 Each Party hereby indemnifies the other and its directors, employees and agents against all losses which the other may suffer as a result of this Clause 8 by it.

### 11. INTEREST

The Provider shall be entitled to charge interest on overdue amounts at 2% per month and or 24% per annum calculated from due date to date of receipt of payment

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### 12. CERTIFICATE

A written certificate issued and signed by any Director of the Provider shall constitute prima facie proof of the amount and extent of any indebtedness of the Subscriber to the Provider for purposes of Summary Judgement and/or Provisional Judgement proceedings as well as for purposes of proof of a claim in an insolvent or liquidated estate or in respect of business rescue proceedings. It is hereby agreed that, in the event of such certificate being issued, the Subscriber shall carry the burden of proving, on a balance of probabilities, that such amount is not due and payable.

### 13. COSTS

Should the Subscriber be in breach, it shall be liable to pay all expenses actually incurred by the Provider to enforce its rights including collection charges and legal costs calculated on an attorney-own client scale.

#### 14. JURISDICTION

The Subscriber agrees that the Provider will be entitled to proceed against the Subscriber in any Magistrate's Court in terms of Section 29 of the Magistrate's Court Act or any High Court having jurisdiction subsequent to the competent jurisdiction of such Court, to which the Subscriber hereby consents.

#### 15. OWNERSHIP

Ownership of the Goods shall vest in the Provider. The Subscriber admits that the Provider remains the owner of the goods and even in the event of a dispute between the parties, admits and acknowledges that the Provider will be entitled to take possession of the goods, pending resolution of any dispute.

#### 16. CHANGE CONTROL

If either party requests a change to the scope or execution of the Services, StreamGroup shall, within a reasonable time, provide a written estimate to the Customer of:

- 16.1 the likely tie required to implement the change;
- 16.2 any variations to the Changes arising from the change;
- 16.3 the likely effect of the change on timeframes; and
- 16.4 any other impact of the change on the terms of the contract.

#### 17. SITE PREPARATIONS AND PROGRAMMING

The Subscriber undertakes to issue an order for and pay for all charges for programming, enhancements, additional Goods and set-up of Subscriber's Equipment ("SE") to utilise the Service and for all costs of any delays arising from actions or inactions of its SE vendor or its staff in doing all necessary and requested actions to prepare and keep up the SE and site for operation with the Service. The Provider may, on behalf of the Subscriber authorise and contract for such SE and other vendors services for the continuation of the Service.

#### 18. DELIVERY AND ACCEPTANCE

Signature under Subscriber's authority of the Provider's Installation Certificate shall be an acknowledgement that the Subscriber has accepted, inspected and approved the Goods and Service and that same are operational, connected and in every way satisfactory to the Subscriber ("Connection Date").

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#### 19. CHOICES

The Connectivity choices and quantity, types and models of Goods shall

#### 20. DAMAGES

The Provider shall not be liable to the Subscriber for any damages of whatsoever nature, arising from any matter related to the Agreement whether indirect, consequential, loss of revenue or profit or savings other than by legal proven wilful damage.

#### 21. WAIVER

The Subscriber agrees that no indulgence whatsoever by the Provider will affect the terms of the Agreement or any of the rights of the Provider and such indulgence shall not constitute a waiver by the Provider in respect of any of its rights herein. Under no circumstances will the Provider be estopped from exercising any of its rights in terms of the Agreement. Only a waiver that is in writing and signed by both parties shall be valid and binding.

#### 22. INTELLECTUAL PROPERTY RIGHTS

22.1 Save as specifically agreed otherwise in the Order, all Intellectual Property Rights created in the course of providing the Services shall be owned by StreamGroup or its licensors and StreamGroup grants the Customer a non-exclusive license to term of the Contract to use such Intellectual Property Rights as required to use and enjoy the benefit of the Services.

22.2 The Customer acknowledges that, in respect of any third-party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on StreamGroup obtaining an appropriate licence from the relevant licensor on such terms as will entitle StreamGroup to licence such rights to the Customer.

22.3 Patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, right in get, goodwill and the right to sue for passing off, rights in design, database rights, rights to use, and protect the confidentiality of , confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

#### 23. VARIATION

The Parties agree that the Agreement and Standard Terms (a) represents the entire Agreement between the Parties and that no alterations or additions shall be effective or binding unless agreed to by both parties, reduced to writing and signed by duly authorised representatives of both Parties; (b) is applicable to all existing debts between the Parties; (c) is final and binding and is not subject to any suspensive or dissolutive conditions; and that (d) any conflicting conditions stipulated by the Subscriber are expressly excluded; (e) these terms supersede all previous conditions without prejudice to any securities or guarantees held by the Provider.

#### 24. TERMINATION

24.1 Should the Subscriber terminate the agreement prior to the Connection Date (Clause 2.1) the Subscriber will incur a penalty charge equivalent to 3 (three) month's Rental of Goods

24.2 Should the Subscriber terminate the Agreement after Connection Date or for any reason during the duration of the Agreement or should the Provider terminate the Agreement due to the Subscriber's breach, the Subscriber will immediately pay to the Provider all outstanding amounts plus the Rental of Goods calculated from the Connection date to the expiry of the Agreement as agreed pre-estimated liquidated damages. The Subscriber will not hinder Provider to take possession of the Rental Goods. Any termination must be in writing and signed by an authorised representative of the Subscriber and agreed to by the Provider.

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#### 25. CESSION

The Provider shall be entitled to cede, assign, and transfer all or some of its rights in terms of the Agreement with prior notification.

#### 26. NOTIFICATION TO LANDLORD

The Subscriber will notify its landlord that the Goods will be kept at the address stated on the Agreement and will notify the Provider in writing of the name and address of any other premises to which the Goods are moved and of the name and address of the owner of such premises. The Subscriber shall also notify the Provider immediately of any changes that may occur from time to time in the leasehold or ownership of the premises upon which the Goods may from time to time be installed or kept. The Subscriber is obliged to obtain the required permission for the installation of Goods on the premises referred to.

#### 27. SUSPENSION

The Provider may suspend all or some of the Service at any time with notice to the Subscriber under the following conditions:

27.1 If it is necessary to facilitate any upgrades, maintenance, or remedial works in respect of the Service or the Goods, or

27.2 If the Subscriber does not comply with or is in breach of any of the terms of the Agreement.

27.3 A R500 reconnection fee will be charged per site for a breach or non-compliance suspension.

27.4 While the Service is suspended, the Subscriber will remain liable for all charges.

#### 28. NOTICES

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All notices in terms of this agreement shall be in writing and brought to the notice of the other Party in by either to its domicilium address by hand delivery or prepaid registered post or by serving the notice per sheriff; or by email to Subscriber's email address.

#### 29. DOMICILIUM CITANDI ET EXECUTANDI

The parties each choose the physical addresses and email addresses shown on the proposal as respective addresses that will serve as each Party's domicilium citandi et executandi. Any of these addresses may only be changed and/or amended through notice in writing to the other Party.

#### 30. RICA ACT 2002

The Subscriber shall provide all requested and sign all documentation required in terms of this and other applicable Acts.

#### 31. PROHIBITED ACTS

The Subscriber acknowledges that the Provider is unable to exercise control over the data passing over the infrastructure and the Internet and that the Provider is not responsible for data transmitted over its infrastructure.

The Subscriber undertakes not to do any action that is illegal under South African or International Law and takes sole and full responsibility for any such acts and irrevocably indemnifies the Provider against the consequences thereof. The Subscriber further undertakes not to do any act that will compromise the integrity or safety of the Provides network, access or services.

be solely determined by the Provider based on the analysis of Subscriber's needs and may be changed with Subscriber's written consent, as required from time to time.

#### 32. SURETY

I/We the surety/ies listed in the suretyship section of this agreement do hereby bind myself/ourselves jointly and severally as surety/ies and co-principles debtor/s in solidum for all amounts which are now or might in the future become payable by The Client or its cessionary in the event of cession in terms of this agreement arising out of or incidental to this agreement and the Schedule(s) hereto, both current and future. We renounce the benefits of excussion, division and cedendarum actionem, the nature and extent of which I/We acknowledge myself/ourselves to be aware. I/We consent to the jurisdiction of the Magistrates Court provided that StreamGroup shall be entitled to institute action in any other court. I/We hereby agree that where it is contemplated that more than one person will sign as surety, I or any of us who may have signed as surety/ies shall be bound in solidum, irrespective of whether or not the other or others referred to will have executed this document or become bound in terms hereof.

I/We the undersigned do hereby bind myself/ourselves as surety/ies and co-principal debtors/s in accordance with the suretyship terms and conditions as set out above.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_