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## **NEOBROADBAND WiMAX SERVICE SCHEDULE**

### **Liquid Telecom Offices**

Mauritius (Head Office) • Botswana • DRC • Kenya • Lesotho • Rwanda • South Africa • Tanzania • Uganda • Zambia • UAE • UK

Liquid Telecommunications South Africa (Pty) Ltd. Registered Address: 401 Old Pretoria Main Road, Halfway House, Midrand 1685. Company Reg. No. 2004/004619/07.

## 1 APPLICABILITY

This Service Schedule is applicable only to the COF for the purchase of Liquid Telecom's NeoBroadband WiMax Service, which has been signed by the Customer and Liquid Telecom.

## 2 DEFINITIONS

2.1 Terms used herein but not otherwise defined shall have the meanings ascribed to them in the agreement.

2.2 For the purposes of this Schedule, the following expressions shall have the meanings given to them hereunder:

2.2.1 "**CSRS**" means Customer Site Requirements Specification, which is a document that specifies the requirements that Liquid Telecom has to deliver in relation to the requested Service at a Customer Site;

2.2.2 "**Contention Ratio**" number of users sharing the same Internet port capacity;

2.2.3 "**Customer Premises Equipment**" or "**CPE**" means the Customer Device provided and managed by Liquid Telecom, located at the Customer's Site, used in conjunction with the Network in order to receive the NeoBroadband Fibre Service;

2.2.4 "**Customer Site**" means the site owned or leased by the Customer or any other site used to provide the Service, which is directly connected to a PoP managed by Liquid Telecom, as set out in the COF.

2.2.5 "**GB**" means Gigabytes;

2.2.6 "**Internet Protocol**" or "**IP**" means the method or protocol by which data is sent from one computer to another over the Internet;

2.2.7 "**Kbps**" means kilobits per second;

2.2.8 "**Line Speed**" means the data transmission speed of the Liquid Telecom Wimax link;

2.2.9 "**Mbps**" means megabits per second;

2.2.10 "**Native Address Translation**" or "**NAT**" means the process that enable multiple hosts on a private network to access the Internet using a single public IP address;

- 2.2.11 **"Pre-Site Inspection"** means the inspection completed and indicated on a document to be completed by Liquid Telecom and signed off by the Customer and Liquid Telecom and/or its supplier. The document shall confirm that the Customer is:
- 2.2.11.1 within the applicable coverage area;
  - 2.2.11.2 able to have the Customer Premises Equipment installed at the Customer Site; and
  - 2.2.11.3 able to have access to the Wireless Network via the Wireless Link.
- 2.2.12 **"Wireless Network"** means the Network operated by Liquid Telecom in the license frequency spectrum in terms of the provisions of the Act, over which the Customer Premises Equipment connects;
- 2.2.13 **"Wireless Link"** means a wireless link created within the licensed frequency spectrum, over a public Network operated by Liquid Telecom. The Wireless Link is connected between the Customer Premises Equipment and the Wireless Network in order to enable access to and use of Liquid Telecom's Network infrastructure by Customer via the Service.

### 3 SERVICE DESCRIPTION

- 3.1 The NeoBroadband Wimax service is the provision of a Wimax service using a Wireless Link that enables one to send and receive data and email and to access the Internet using a high-speed connection.
- 3.2 The NeoBroadband Wimax service is provided without any agreed service levels and is a 'contended' Internet service with a Contention Ratio of 10:1.
- 3.3 The NeoBroadband Wimax Service is available in one of the following port options, which selection will be reflected in the COF:
- 1Mbps
  - 2Mbps
  - 5Mbps
  - 8Mbps
- 3.4 Subject to clause 3.5, Liquid Telecom shall provide the Customer with five (5) static public IP addresses, one (1) of which shall be utilized with the CPE.

3.5 In the event that the Customer selects the NAT option, the Customer shall be provided with one (1) static public IP address assigned to their private IP range.

**4 NEOBROADBAND WIMAX PRE-REQUISITES**

The NeoBroadband Wimax service is provided over Liquid Telecom’s Wireless Network and all requests for the NeoBroadband Wimax service shall be subject to a feasibility study to determine whether Liquid Telecom has adequate Wimax infrastructure in order to provide the service.

**5 LIST OF SERVICES**

5.1 The Customer acknowledges and agrees that:

5.1.1 the Wireless Network is created over the licensed frequency spectrum;

5.1.2 the Wireless Link is operated within the licensed frequency spectrum;

5.1.3 the functionality and/or operation of the Wireless Link may be impaired by the use of the licensed frequency spectrum by other wireless operators from a nearby location in the same frequency band.

5.2 The Wireless Network, including the Wireless Link, is created over licensed frequency spectrum and Liquid Telecom shall use reasonable commercial endeavours to ensure the operation, availability and functionality of the Wireless Network including the Wireless Link; and attend to any unavailability including failures and/or errors impacting on the Wireless Network, including the Wireless Link, in terms of any obligations placed on it in terms of this Service Schedule.

**6 FAULT REPORTING**

6.1 The logging of calls, queries and/or complaints shall be directed to the Enterprise Service Desk using any of the following:

| TELEPHONE NO.   | E-MAIL                                |
|---|---------------------------------------|
| +27 11 585 0652 (outside of South Africa)<br>080 11 11 636 (within South Africa only) | EnterpriseService@liquidtelecom.co.za |

6.2 Should a call logged in accordance with clause 6.1 not be handled to the reasonable satisfaction of the Customer, the Customer shall be entitled to direct their concerns to their relevant service or account manager.

- 6.3 In the event that Liquid Telecom attends to a Service fault and/or Service outage (“Fault”) reported by the Customer, and Liquid Telecom subsequently establishes that the Fault was not due to any fault on the Liquid Telecom Network and/or Liquid Telecom infrastructure deployed in the delivery of the Service, Liquid Telecom shall have the right to charge the Customer for the time and materials and/or travel costs associated with attending to the Fault at Liquid Telecom’s current standard rates and charges at the time of the incident.

## 7 UPGRADES

The Customer further acknowledges and agrees to the following:

- 7.1 it is allowed to upgrade the Line Speed of the Wireless Link at any time during the Contract Term of the Service provided that one (1) calendar month’s prior written notice to that effect is given to Liquid Telecom ;
- 7.2 any written notice received by Liquid Telecom during the course of the month for the upgrade of the Line Speed of the Wireless Link, as envisaged in clause 7.1, shall only be effective from the 1st (first) day of the following month;
- 7.3 the upgraded Service shall, with effect from the activation thereof, be extended for a minimum period of twelve (12) months; and
- 7.4 the duly upgraded Service shall be provided by Liquid Telecom subject to the provisions of this Service Schedule and the Agreement.

## 8 SERVICE PROVISIONING

- 8.1 The Customer shall be responsible for making available, at no cost to Liquid Telecom, accommodation, power, space, including mast space, ducting and other facilities as may be more fully set out in the CSRS document for each Customer Site for the Contract Term of the applicable COF, for the purposes of housing Liquid Telecom’s transmission equipment required for the provision of the Services to the Customer.
- 8.2 The Customer shall be responsible for obtaining all third party approvals and consents necessary for installation and use of the Services.
- 8.3 The Customer will ensure that the Customer Sites at either end of the requested Service are made accessible at any reasonable time as may be required by Liquid Telecom to fulfil its obligations in terms hereof.

- 8.4 Within seventy two (72) hours of completing the installation for the requested Service, Liquid Telecom shall provide a Service Handover Form containing essential information required to configure and use the Service as well as the Service Identity Number (“Service ID”). The Service ID should be used in all interactions with Liquid Telecom regarding the Service.
- 8.5 The Customer will then conduct acceptance tests on the newly provided Service for a period of two (2) Business Days following receipt of the Service Handover Form.
- 8.6 Should the Customer detect a fault on the Service during these acceptance tests, then the Customer shall notify Liquid Telecom of such fault, in writing.
- 8.7 The Customer may only reject a Service on the basis that the agreed technical specifications as set forth in the Service configuration diagram in the COF for the Service have not been met. If the Customer notifies Liquid Telecom of its non-acceptance, further tests of the Service shall be conducted and a revised Service Handover Form shall be provided to the Customer.
- 8.8 The Service shall be deemed accepted by the Customer if no objection has been raised within two (2) Business Days following receipt of the SHF.

**9 NEOBROADBAND’S FAIR USER POLICY**

9.1 The Customer is obliged to comply with the terms of the NeoBroadband Fair User Policy, which is available at [http://downloads.liquidtelecom.co.za/pdf/FUP - Neo Broadband\\_final-clean.pdf](http://downloads.liquidtelecom.co.za/pdf/FUP - Neo Broadband_final-clean.pdf).

9.2 The table below outlines the rules of the Fair User Policy:

| LINE SPEED | SOFT CAP USAGE LIMIT | REDUCED LINE SPEED |
|------------|----------------------|--------------------|
| 1Mbps      | 150GB                | 512Kbps            |
| 2Mbps      | 300GB                | 1Mbps              |
| 5Mbps      | 750GB                | 2.5Mbps            |
| 8Mbps      | 1200GB               | 4Mbps              |

9.3 When the Customer’s soft cap usage limit as set out above for any given month, in relation to the Line Speed option selected by the Customer has been reached, the Customer’s Line Speed will effectively be halved for the remainder of the given month. There will be no further restrictions or limitations placed on the Customer’s line while it is rate limited, and the Customer’s connection remains uncapped and unshaped for this period.

9.4 At the beginning of a new month of Service, the Customer's Line Speed will revert back to its base profile limit as set out above.

## 10 CUSTOMER REQUESTED CHANGES AND SCHEDULED MAINTENANCE

10.1 Liquid Telecom shall use reasonable endeavours to perform any agreed change as per agreed specifications required for the Customer Site as per the below specified target timelines. The Customer must raise a change request stating the reason for the change, the type of change (Critical/Normal as defined by the Customer) and the impact on its Customer Sites. The change request shall follow the normal change management process as communicated from Liquid Telecom to the Customer from time to time and the below commitments are applicable only for Class C type changes (as defined in the following table) excluding any impact analysis:

| LEVEL OF CHANGE | DESCRIPTION OF CHANGES REQUIRED  |
|-----------------|--|
| Class A         | <ul style="list-style-type: none"> <li>• New installation of equipment</li> <li>• New link installation or shifting of circuit to new Customer Site.</li> <li>• Hardware upgrade in existing equipment</li> <li>• Link addition or termination to existing Customer Site.</li> </ul> |
| Class B         | <ul style="list-style-type: none"> <li>• Shifting of physical termination point of existing circuit, and does not require new equipment or new circuit installation.</li> <li>• Bandwidth soft up-gradation/down-gradation.</li> </ul>   |
| Class C         | <ul style="list-style-type: none"> <li>• Changes that are not specified in Class A and Class B.</li> </ul>   |

10.2 The Customer hereby understands and agrees that any change requests mentioned above in Class A and Class B are Service affecting in nature. Hence, the Customer understands and agrees that the Service can be unavailable for a minimum period of two (2) hours during the implementation of any such change requests. The time and date of the Service Downtime shall be discussed between the Parties. In any case, the Service Level targets set out in this Service Schedule shall not be applicable during any such change request implementation and as such, Liquid Telecom cannot be held responsible for any damages or losses which may occur during such implementation time.

10.3 Planned Maintenance which falls outside the scheduled maintenance window will be arranged with the Customer at least forty eight (48) hours before the Planned Maintenance commences.

10.4 At no time shall Planned Maintenance events which may cause a Service Outage be performed simultaneously on two (2) diverse circuit paths that carry the same Customer Service.

10.5 Liquid Telecom is not responsible for any breach of rights which may be related to any Customer transmitted or received content that has been carried on the Liquid Telecom Network and the Customer agrees that Liquid Telecom can view the content to identify Service related issues.

## 11 **CONTENT REGULATORY COMPLIANCE**

- 11.1 The Customer hereby agrees that the relevant permissions, approvals, licenses and/or related consents that may be required by the relevant government authority of the source and/or destination country/ies shall be obtained, as applicable, as per the local laws in such country and a copy of such permissions, approvals, licenses and/or related consents shall be available for inspection by Liquid Telecom prior to the commissioning of the Service.
- 11.2 In the event that the Customer is sourcing content from a third party in relation to the Service, the Customer shall be responsible for providing the permissions, approvals, licenses and/or related consents of such third party. The Customer further indemnifies Liquid Telecom from any costs, damages and/or penalties caused due to any non-compliance with this provision.
- 11.3 The Customer authorizes Liquid Telecom to monitor the Service at Liquid Telecom's Network Operating Centre facilities.

## 12 **SERVICE TERMINATIONS – EARLY TERMINATION COST**

Notwithstanding any early termination provisions set out in the Agreement, the termination fee for the Terminating Services which are specified as Customer Specific Services in the relevant COF or where the Service either originates from or terminates at an international location shall be calculated as at the Termination Date and shall be equal to 100% of the MRC for the remainder of the Contract Term thereof.