

# VIDEO CONNECT SERVICE SCHEDULE

## 1. APPLICABILITY

This Service Schedule is applicable only to the COF for the purchase of Video Connect Services which has been signed by the Customer and Neotel.

## 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 "Cross Connect" means the physical / virtual link that connects the Customer's fibre-optics and/or copper cabling within the Customer Site or Core PoP or Distribution PoP or other any site that requires such connection;

2.2.2 "Customer Premises Equipment" or "CPE" means the Customer Device provided and managed by Neotel, located at the Customer Site, used in conjunction with the Network in order to receive the Video Connect Service;

2.2.3 "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 Neotel, as set out in the COF;

2.2.4 "Interface" means physical interface format in which the Customer and/or Neotel shall deliver the video signal to the Network and which can be either of the following:

**2.2.4.1** "DVB-ASI" means Digital Video Broadcast Asynchronous Serial Interface conforming to ISO/IEC standards, as amended from time-to-time and as more fully appears at <http://www.iso.org/iso/home.html>, with either 188 byte packets or 204 byte packets and CENELEC EN 50083-9 and ITU requirements for professional video equipment, as amended from time-to-time and as is more fully explained at [http://www.cenelec.eu/dyn/www/f?p=104:30:1745943499280265:::FSP\\_ORG\\_ID,FSP\\_LANG\\_ID:813,25#1](http://www.cenelec.eu/dyn/www/f?p=104:30:1745943499280265:::FSP_ORG_ID,FSP_LANG_ID:813,25#1), and accepting and transmitting MPEG-2 or MPEG-4 or any other compressed TS, as is more fully explained at <http://www.iso.org/iso/en/CatalogueDetailPage.CatalogueDetail?CSNUMBER=31537>. The DVB-ASI TS has a limitation of being carried up to ninety (90) metres for direct DVB-ASI interconnections;

**2.2.4.2** "SD-SDI" means Standard Definition Synchronous Digital Interface - standardized by The Society of Motion Picture and Television Engineers (SMPTE 295M) - allowing full uncompressed SDI signals to be transported over the Network based on the ITU-R BT.601/656 (SMPTE 259-C) video standards, as amended from time-to-time. The SD-SDI TS has a limitation of being carried up to ninety (90) metres for direct SD-SDI interconnections;

**2.2.4.3** "HD-SDI" means High Definition Synchronous Digital Interface – standardized by SMPTE 292M - allowing full uncompressed HD-SDI signals to be transported over the Network based on the SMPTE 292M video standards and ITU requirements, as amended from time-to-time. The HD-SDI TS has a limitation of being carried up to ninety (90) metres for direct HD-SDI interconnections;

**2.2.4.4** "Ethernet" means interface conforming to The Institute of Electrical and Electronics Engineers Standards Association (IEEE 802.3- 2002, 802.1Q and 802.1D standards), as amended from time-to-time. The Ethernet TS has a limitation of being carried up to ninety (90) metres for direct Ethernet interconnections.

- 2.2.5 "ITU" means the International Telecommunications Union;
- 2.2.6 "International Local Loop" means the link that connects the Customer's International Site to the nearest Video Connect Core PoP or Distribution PoP;
- 2.2.7 "Mean Time to Respond" or "MTTR" means the total time taken to respond to a fault for a particular event;
- 2.2.8 "Planned Maintenance" means any preventative, routine or scheduled maintenance which is performed with regard to the Video Connect Service, the Network, the off-net network or any component thereof, reasonably believed to be necessary in order to prevent or remedy a defect which may affect the Customer's use of or access to the Service;
- 2.2.9 "PoP" in the context of this Video Connect Service Schedule, means Point of Presence specifically relating to the global Video Connect Network. The Video Connect Service PoPs are further defined as:
- 2.2.9.1** "Core PoP" means PoPs designated as Core PoPs and specifically used for high capacity video circuit switching purposes;
- 2.2.9.2** "Distribution PoP" means PoPs designated as Distribution PoPs, which link into major broadcast distribution hubs globally;
- 2.2.9.3** "Mini PoP" means PoPs designated as Mini PoPs, which link video broadcast, production and content contribution facilities to the Video Connect Service Network.
- An up-to-date list of the above Video Connect Service PoPs can be made available upon request;
- 2.2.10 "Service Credits" means the credits due to the Customer for unscheduled Service Downtime calculated in accordance with clause 9.6;
- 2.2.11 "Service Outage" means an instance when the Customer is unable to route traffic to one or more Sites via the Network, which results in Service Downtime;
- 2.2.12 "Service Downtime" means the amount of time the Service was unavailable;
- 2.2.13 "Transport Stream" or "TS" means the combination of audio and video traffic that will travel in the Network between the Sites set out in the COF. By default, it is understood that the TS of the Customer is Single Program TS ("SPTS"). In the event the TS should have multiple programmes in it, the Customer is required to specify same clearly in its initial solution requirements for the services; which is referred to as Multiple Program TS ("MPTS");
- 2.2.14 "Video Local Loop" means a Local Loop that is used for transmission of video signals for point-to-point links that is only capable of unidirectional transmission with Interface being SDI in conformance with ITU-T standard and as defined in clause 2.2.3 hereof. The maximum bandwidth that shall be derived per port will be around two hundred and seventy (270) Mbps. The customer-side connector will be either Bayonet Neill-Colcelman or British Naval Connector ("BNC") as physical Interface with seventy five (75) ohms. This Video Local Loop is also capable of delivering DVB-ASI signals conforming to clause 2.2.3.1. It is also to be noted that specific Video Local loops are capable of delivering SD/HD-SDI in accordance with clause 2.2.3. The type of Video Local loop needs to be specified on the COF. If a single Video Local Loop is being provided as part of the Service, then the overall Service Level targets shall be equivalent to the Video Local Loop regardless of the Network Service Level targets. If dual Video Local Loop is provided, then additional port needs to be requested and the additional port charge shall be included in the COF; and

2.2.15 "Video NOC" means Video Network Operating Centre ([VideoConnectNOC@tatacommunications.com](mailto:VideoConnectNOC@tatacommunications.com)), which provides monitoring and operating Services in connection with the Video Connect Service on a twenty-four (24) hours-a-day, seven (7) days-a-week, and three hundred and sixty five (365) days-a-year basis.

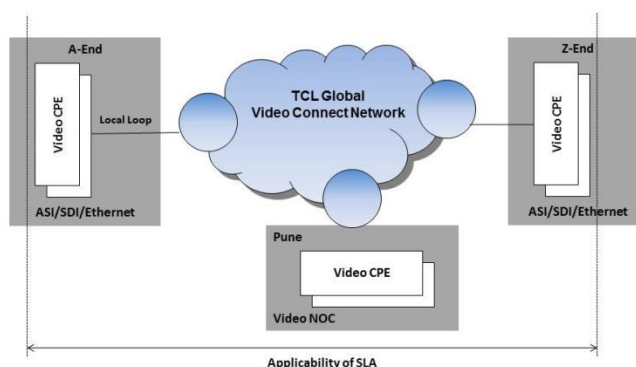
### 3. SERVICE DESCRIPTION

- 3.1 Neotel's Video Connect Service is a term-based Network Service between two (2) or more locations, being a source location and a destination location ("Video Connect Service"). The Customer is required to specify Service locations, bit-rate, physical Interfaces and transport characteristics of the Video Connect Service on the COF and any additional material, documentation and/or information that may be required from time to time. Neotel builds the pathway and monitors and manages the resulting facility according to defined Service Levels in accordance with clause 6.
- 3.2 There are two (2) types of Video-Connect Services:
- 3.2.1 Video Connect Permanent (Fixed-term circuits):  
The Service is sold on a dedicated, fixed-term basis as specified on the COF. A minimum term commitment of one (1) year applies to the Service.
- 3.2.2 Video Connect On-Demand (Ad-hoc circuits):  
The Service is sold on an on-demand, short-term basis as specified on the COF. A minimum term commitment of one (1) hour applies to the Service.
- 3.3 Product Variants: - These Services are divided into the following Service Levels:
- 3.3.1 Premium: the Premium SLA can be provided based on a custom designed solution relating to the provisioning of redundant architecture and infrastructure.
- 3.3.2 Business: the business SLA provides a ninety nine point five percent (99.5%) Service availability on a protected fibre path within the core network and auto re-routing feature on alternate path on a best-effort basis in the event of primary path failure.
- 3.3.3 Economy: the Economy SLA provides a ninety nine percent (99.0%) Service availability on a protected fibre path within the core network without auto re-routing and switchover time on alternate cable within the same route in case of primary path failure on the Network. If the Service is not allocated a variant name then the Economy Service Level shall be provisioned by default.
- 3.4 The Video Connect Service to or from Sydney PoP is on a linear fibre path without any protection.
- 3.5 Bit-rate options (capacity) for each Interface is as follows:
- 3.5.1 DVB-ASI: the Service is available in increments of zero point five (0.5) Mbps up to two hundred and twelve (12) Mbps with a two point zero (2.0) Mbps minimum commitment;
- 3.5.2 Gigabit Ethernet: two point zero (2.0) Mbps minimum with increments of one (1) Mbps up to one (1) Gbps;
- 3.5.3 Fast Ethernet: two point zero (2.0) Mbps minimum with increments of one (1) Mbps up to one hundred (100) Mbps;
- 3.5.4 SD-SDI: the Service is available only at two hundred and seventy (270) Mbps;
- 3.5.5 HD-SDI: the Service is available only at one point five (1.5) Gbps.

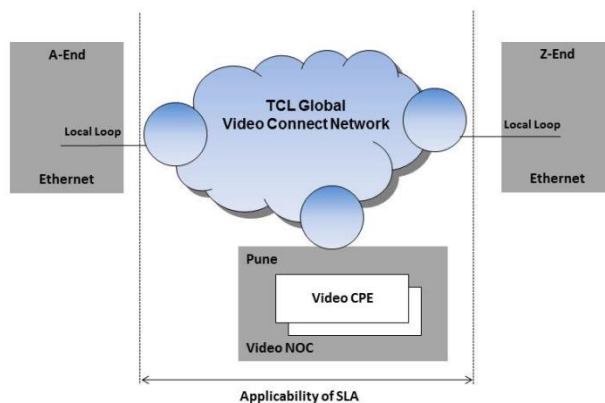
- 3.6 Transport characteristics: The Service is available uni-directionally or bi-directionally and point-to-point or point-to-multipoint, with product variants as listed above in clauses 3.2; 3.3 and 3.5.
- 3.7 Site Management: Customers may specify on an individual COF if the source Site and destination Site are fixed, provided that all Sites must be subject to provisioning via the Network.

#### 4. NETWORK PERFORMANCE

Neotel shall provide real-time monitoring of the Service twenty-four (24) hours a day, seven (7) days a week, and three hundred sixty-five (365) days a year. The measurement applies for the Service provisioned between the locations either with or without CPE as depicted below: (Figure 1 with CPE and/ or Figure 2 without CPE)



(Figure 1)



(Figure 2)

#### 5. SERVICE COVERAGE

Neotel's Video Connect Service is available nationally as well as internationally. A list of the available PoPs can be supplied upon request.

#### 6. SERVICE LEVELS

The committed Service Levels and the associated Service Credits are as outlined below. Neotel offers Service Levels on the following basis:

- 6.1 Service availability is measured from the network management system and includes the managed components of the Service which includes the Local Loop and the CPE where the CPE is provided and managed by Neotel. In the case where the equipment is provided by the Customer, the point of demarcation for the purposes of Service availability shall be between two PoPs. Service availability commitments are defined within the providing country(s) and/or region(s) and may include the back-up options selected by the Customer on Local Loops.
- 6.1.1 Service Levels as defined in clause 3.3 are applicable between Core PoPs and the overall target depends on Local Loop Service Level targets at each end and excludes the following:
- 6.1.1.1 Cross Connects, if any;
  - 6.1.1.2 the connections / links through Distribution PoP's, Mini PoP's, if any;
  - 6.1.1.3 any other in-house Service from Neotel or any third party service provider not related to Video Connect.
- 6.1.2 Service availability commitments may be available on a case-by-case basis for countries or cities extended via Neotel's Distribution PoPs.
- 6.2 Neotel shall calculate, on a monthly basis, the amount of time the Service was unavailable. The duration of such Service Downtime shall be used to determine any Service Credits that the Customer shall be entitled to.
- 6.3 Service availability shall be measured as a percentage of the availability of the Service for a Site in a given month.
- 6.4 Service Credit calculation:  $\text{Service Availability \%} = (\text{Service Period} - \text{Service Downtime}) / (\text{Service Period})$ .

6.4.1 Service Credit with an Economy Service Level

SERVICE AVAILABILITY	SERVICE CREDIT (PERCENTAGE OF MRC)
99.0%	0%
< 99.0% - 98.0%	5%
< 98.0% - 97.0%	10%
< 97.0% - 96.0%	15%
< 96.0% - 95.0%	20%
< 95.0%	25%

6.4.2 Service Credit with a Business Service Level

SERVICE AVAILABILITY	SERVICE CREDIT (PERCENTAGE OF MRC)
99.5%	0%
< 99.5% - 98.5%	5%
< 98.5% - 97.5%	10%
< 97.5% - 96.5%	15%
< 96.5% - 95.5%	20%

< 95.5 %	25%
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6.4.3 Service Credit with a Premium Service Level

SERVICE AVAILABILITY	SERVICE CREDIT (PERCENTAGE OF MRC)
99.9%	0%
< 99.9% - 98.9%	5%
< 98.9% - 97.9%	10%
< 97.9% - 96.9%	15%
< 96.9% - 95.9%	20%
< 95.9 %	25%

6.5 In those instances where Neotel fails to meet the committed Service availability target and a trouble ticket was opened with respect to the Service Downtime, the Customer shall be eligible for Service Credits as described in the table above. The Service Credits shall be given in the form of a credit against the MRC reflected on the Customer invoice.

6.6 Mean Time to Repair (MTTR) value shall be applicable to the following:

6.6.1 Any hardware failure in the Network, at the Core PoP and/or Distribution PoP resulting in Service Downtime;

6.6.2 Any hardware failure in the Neotel CPE installed and commissioned at the Customer's Site due to which the Service is down. This is only applicable where the Customer's solution consists of a single CPE or two (2) redundant CPE's which have failed at the same time:

**6.6.2.1** Neotel's target commitment for MTTR is six (6) hours for Core PoP's and next business day for Distribution PoP's;

**6.6.2.2** MTTR commitment in relation to CPE hardware failure is the next business day shipment of a replacement CPE for the faulty CPE within the contract period; and

**6.6.2.3** MTTR calculation shall be based on Qualifying Incidents directly linked to the affected Sites in the event that Neotel fails to match the committed target.

## 7. EXCHANGE RATE FLUCTUATIONS

7.1 For Charges for any element of the Service that is based on a foreign currency, the exchange rate to be used to determine a variation shall be the South African Rand / US Dollar exchange rate set out in the relevant COF. In the event that the COF does not stipulate the exchange rate, then the exchange rate as downloaded by Neotel from Reuters on the morning of the date of signature by the Customer of the COF relevant COF shall be used.

7.2 Neotel shall be entitled to adjust the MRC in question in the event that the variance, when the exchange rate referred to in 7.1 above is compared against the exchange rate as downloaded by Neotel from Reuters on the morning of the relevant invoice generation date, is greater than 5% (5 percent).

## 8. EXCLUSIONS

8.1 The Customer shall not be entitled to:

- 8.1.1 receive any Credits pursuant to the Customer Site unavailability, or
- 8.1.2 exercise any right of termination for anything which is caused or is associated with, in whole or in part, the exclusions set out below:
  - 8.1.2.1 Construction of additional facilities which are required in order to connect the Customer Site to the Network and/or the Local Loop(s);
  - 8.1.2.2 Anything which is associated with or caused by Planned Maintenance events or cable cuts on the Network which are not otherwise due to the fault or negligence of Neotel;
  - 8.1.2.3 Anything attributable to circuits comprising a part of the Service that are provided by a third party, including Local Loops and local access facilities, provided that Neotel shall pass through to the Customer any Service Level Credits that it receives from the third party;
  - 8.1.2.4 Anything which is due to the Customer's use of bandwidth in excess of the committed bandwidth.

- 8.2 Service Downtime shall not include any unavailability resulting from:
  - 8.2.1 scheduled downtime for Planned Maintenance;
  - 8.2.2 interruptions or delays resulting from any third party services;
  - 8.2.3 any supplies, power, equipment or local access facilities provided by the Customer or their suppliers, which is required in the provision of the Services;
  - 8.2.4 any incident that affects the availability during any period when the Customer elects not to allow Planned Maintenance on the Service at the request of Neotel, acting reasonably;
  - 8.2.5 the Customer's applications, equipment, or facilities;
  - 8.2.6 interruptions due to the failure of equipment provided by the Customer or other third party on behalf of the Customer;
  - 8.2.7 acts or omissions of the Customer, its agents, contractors or vendors (including the provision of inaccurate information knowingly or unknowingly), or user of the Service or Customer-caused outages or disruptions;
  - 8.2.8 suspensions due to non-payment of any amount payable by the Customer to Neotel under this Schedule; or
  - 8.2.9 force majeure

**9. FAULT REPORTING**

- 9.1 The Customer shall raise an outage trouble ticket with Neotel in the event of any Service outage detected at the Customer Site.
- 9.2 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) 080 11 11 636 (within South Africa only)	<a href="mailto:EnterpriseService@neotel.co.za">EnterpriseService@neotel.co.za</a>



- 9.3 Should a call logged in accordance with clause 9.2 not be handled to the reasonable satisfaction of the Customer, the Customer shall be entitled to direct their concerns to [service.management@neotel.co.za](mailto:service.management@neotel.co.za), which is managed during Business Hours.
- 9.4 In addition, the Customer shall be entitled to approach an assigned Neotel account manager if the feedback or progress on the outage resolution is not satisfactory.
- 9.5 Neotel shall use reasonable endeavours to provide a root cause analysis report regarding the cause of the Service Downtime and the preventive measures put in place in an effort to mitigate a reoccurrence thereof. Neotel shall use reasonable endeavours to perform the following actions and shall provide the reports (as applicable) detailed in the following table:

FAULT MANAGEMENT AND REPORTING	TIME TARGETS
Assignment of Customer Fault Reporting Trouble Ticket	Within 15 minutes of the notification of fault
Root Cause Analysis Report	On Request < Ten (10) business days
Regular problem status update	

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

## 10. SERVICE CREDIT REQUEST AND SETTLEMENT PROCEDURES

- 10.1 To initiate a claim for Service Credits with respect to the parameters defined above, the Customer shall submit a request in writing within thirty days after the end of the month during which the event occurred which gave rise to the claim for Service Credit.
- 10.2 The duration of the Service Outage will be determined by the Parties, acting reasonably, based upon the Parties’ internal records and Neotel’s trouble ticket.
- 10.3 The Service Credit for multiple failures by Neotel to achieve the service objectives resulting from a single incident or during one specific time frame shall not be aggregated but shall be limited to the one particular Service Credit that provides the maximum credit to the Customer.
- 10.4 In no event shall the total amount of all Credits issued to the Customer per month exceed twenty five percent (25%) of the MRC invoiced to the Customer for the affected Site for that month.
- 10.5 Credits are calculated after the deduction of all discounts and other special pricing arrangements, and may not be applied to governmental fees, taxes, surcharges, local access charges or any other charges other than MRC.
- 10.6 Service Credits are processed quarterly and are passed as a credit against the Customer’s next invoice. If Neotel approves the claim, Neotel shall notify the Customer of the actual number of Service Credits to which the Customer will be entitled.
- 10.7 Any Service Credits calculated on the basis of a month shall be calculated with regard to a month being deemed to begin at 12:00AM SA Time on the first day of a calendar month, and ending at 11:59AM SA Time on the last day of the calendar month.
- 10.8 Neotel’s failure to achieve or maintain the above service objectives set out in this Service Schedule is not a breach of the Agreement, and the award of Service Credits shall be the Customer’s sole remedy and Neotel’s sole liability for any such failure or corresponding degradation, interruption or loss of Service.

**11. SERVICE PROVISIONING**

- 11.1 The Customer shall be responsible for making available, at no cost to Neotel, 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 Neotel’s equipment required for the provision of the Services to the Customer.
- 11.2 The Customer shall be responsible for obtaining all third party approvals and consents necessary for installation and use of the Services.
- 11.3 The Customer shall ensure that the Customer Sites at either end of a Service for which the request has been made are accessible at any reasonable time as may be required by Neotel to fulfil its obligations in terms hereof.
- 11.4 Within seventy two (72) hours of completing the installation for the applicable Service, Neotel will 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 Neotel regarding the Service.
- 11.5 The Customer shall then conduct acceptance tests on the newly provided Service for a period of two (2) Business Days following receipt of the Service Handover Form.
- 11.6 Should the Customer detect a fault on the Service during these acceptance tests, then the Customer shall notify Neotel of such fault in writing.
- 11.7 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 Neotel of its non-acceptance, further tests of the Service shall be conducted and a revised Service Handover Form shall be provided to the Customer.
- 11.8 The Service shall be deemed accepted by the Customer if no objection has been raised by the Customer within two (2) Business Days following receipt of the SHF.

**12. CUSTOMER REQUESTED CHANGES AND PLANNED MAINTENANCE**

12.1 Neotel shall use reasonable endeavours to perform any agreed change as per agreed specifications required for the Customer’s 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 Sites. The change request shall follow the normal change management process as communicated from Neotel 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 CPE Installation.</li> <li>New link installation or shifting of circuit to new Site.</li> <li>Hardware upgrade in existing CPE.</li> <li>Link addition or termination to existing 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 CPE 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>

12.2 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, Neotel cannot be held responsible for any damages or losses which may occur during such implementation time.

- 12.3 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.
- 12.4 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.
- 12.5 Neotel 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 Neotel Network and the Customer agrees that Neotel can view the content to identify Service related issues.
- 12.6 Content transferred shall be monitored at the Video NOC for the sole purpose of measuring video quality and enabling transmission. Neotel is not responsible for any breach of rights which may be related to any content that has been viewed in the Video NOC and the Customer agrees that Neotel can view the content to identify Service issues.
- 12.7 In the event that the signal being transmitted in relation to the Service is required to be encrypted, the Customer shall provide to Neotel the relevant enabled encryption card, password-enabled set top box and/or Integrated Receiver / Decoder ("IRD") prior to the commissioning of such Service. In no event shall the Customer's Service be provisioned until such IRD or set top boxes are provided to the Video NOC.
- 12.8 In an event of MPTS being carried on through the use of the Service, it is the Customer's responsibility to provide the necessary set top box for each TS, along with the necessary encryption cards and/or password(s), as applicable, to the Neotel Video NOC on Delivered Duty Paid ("DDP") basis prior to the commissioning of such Service. For the avoidance of doubt, DDP means the Customer's named place of delivery of the Services and/or the goods relating thereto

### **13. INTERNATIONAL LOCAL LOOP(S)**

Neotel shall order the International Local Loop(s) on behalf of the Customer in accordance with the terms and conditions of this Service Schedule. In connection therewith, the Customer agrees that:

- 13.1 The Customer shall provide Neotel with circuit facility assignment information, firm order commitment information and the design layout records necessary to enable Neotel to order the International Local Loop(s) in a timely manner;
- 13.2 Neotel may pass through to the Customer NRC and MRC Cross Connect fees to make any such connection, and additional NRC's may apply in the event that the Customer requests and Neotel permits the Customer to change its International Local Loop installation date;
- 13.3 In the event that it is necessary to extend the demarcation point of an International Local Loop at the Customer's Site to the Customer's equipment through the provision of additional infrastructure, cabling, electronics or other materials, then Neotel may pass through to the Customer the actual charges incurred in connection therewith.

### **14. CUSTOMER PREMISES EQUIPMENT**

If the Service requires Neotel to procure CPE, Neotel shall order the CPE's on behalf of the Customer on a lease model in accordance with this Service Schedule. In connection therewith, the Customer agrees that:

- 14.1 The Customer shall provide Neotel with all the necessary details and rights required to enable Neotel to order and install the CPE in the Customer's Site in a timely manner;
- 14.2 Neotel shall pass through to the Customer NRC and MRC's for the procurement of the CPE on a lease model;
- 14.3 Upon the termination of the Service, the Customer shall return the CPE to Neotel within seven (7) days of termination of the Service. Failure to do so shall result in the Customer being liable to pay the full retail value of the CPE as indicated by Neotel at the time of termination.
- 14.4 If during the Service to the Customer, the CPE develops a fault and needs to be replaced, the faulty CPE shall be replaced with a CPE of like value, features and configuration which may vary in model and/or specifications.
- 14.5 The Customer shall procure and maintain at its sole cost and expense equipment which is technically compatible to the Service in order to Interface with the Service. The type of equipment Interface shall be specified in the COF. The Customer shall not install any equipment to be used with the Service that may damage or interfere with the Network.
- 14.6 Where applicable, the Customer agrees to provide all reasonable assistance to Neotel in procuring and installing or activating the telecommunication circuits and facilities as necessary to provide telemetry from the Service Sites to Neotel Video NOC to enable out of band management should this be required by the Customer. The Customer shall provide adequate space and power to support the related telemetry equipment.
- 14.7 Where the CPE supplied to the Customer for deployment in the source and/or destination location is under the control of a third party, the Customer shall be solely responsible for the CPE. Any associated costs of installation, permission, maintenance and CPE return upon termination shall be borne by the Customer;
- 14.8 The Customer may opt for the outright purchase of the CPE from Neotel by paying a NRC for the CPE, in which case, the CPE shall be the property of the Customer and any physical fault in the CPE shall not be the responsibility of Neotel.

## 15. SERVICES BUNDLED TO VIDEO CONNECT SERVICES

In the event that the Video Connect Service is bundled with any other Service/s upon which the performance of the Video Connect Service is dependent ("**Dependent Service/s**"),

- 15.1 and a single failure gives rise to Service Credits under the Dependent Services and the Video Connect Service, such Service Credits shall not be aggregated but shall be limited to the one Service Credit that provides the maximum credit to the Customer; and
- 15.2 if the Customer terminates one or all of the Dependent Services prior to the end of the Contract Term of the Video Connect Service as set out in the applicable COF, the Customer shall become liable for the early termination charges set out in Agreement as they relate to the Video Connect Service.

## 16. CONTENT REGULATORY COMPLIANCE

- 16.1 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 Neotel prior to the commissioning of the Service.

16.2 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 Neotel from any costs, damages and/or penalties caused due to any non-compliance with this provision.

16.3 The Customer authorizes Neotel to monitor the feeds or TS at Neotel's Video NOC facilities.

#### **17. SERVICE TERMINATIONS – EARLY TERMINATION COSTS**

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.