

NEOGO DATA TERMS SERVICES AND SERVICE LEVELS

1. DEFINITIONS

- 1.1. Except where the context requires otherwise, words, terms and definitions shall have the meaning given to them by the Master Service Agreement.
- 1.2. The terms and conditions of the Schedule are subject to the General Terms and Condition, the Electronic Communications Act and the Consumer Protection Act.
- 1.3. For the purposes of this Schedule 1, the following expressions shall have the meanings given to them hereunder:
 - 1.3.1. **“Broadband Data”** The term broadband refers to a telecommunications signal or device of greater bandwidth, in some sense, than another standard or usual signal or device (and the broader the band, the greater the capacity for traffic). Different criteria for "broad" have been applied in different contexts and at different times. Its origin is in physics, acoustics and radio systems engineering, where it had been used with a meaning similar to wideband;
 - 1.3.2. **“CDMA”** CDMA2000 (also known as IMT Multi-Carrier (IMT-MC)) is a family of 3G mobile technology standards, which use CDMA channel access, to send voice, data, and signalling data between mobile phones and cell sites. The set of standards includes: CDMA2000 1X;
 - 1.3.3. **“CPA”** refers to the South African Consumer Protection Act. No 68 of 2008;
 - 1.3.4. **“Data session”** This refers to any incident where a device connects to the Neotel data network;
 - 1.3.5. **“EVDO”** CDMA2000 1x EV-DO (Evolution-Data Optimized), often abbreviated, as EV-DO or EV, is a telecommunications standard for the wireless transmission of data through radio signals, typically for broadband Internet access. It uses multiplexing techniques including code division multiple access (CDMA) as well as time division multiple access (TDMA) to maximize both individual user's throughput and the overall system throughput. It is standardized by 3rd Generation Partnership Project 2 (3GPP2) as part of the CDMA2000 family of standards and has been adopted by many mobile phone service providers around the world – particularly those previously employing CDMA networks;
 - 1.3.6. **“Incident”** means a disruption in service;
 - 1.3.7. **“IP”** means Internet Protocol;
 - 1.3.8. **“1X”** CDMA2000 1X (IS-2000), also known as 1x and 1xRTT (Radio Transmission), is the core CDMA2000 wireless air interface standard. The designation "1x", meaning 1 times Radio Transmission Technology, indicates the same RF (Radio Frequency) bandwidth as IS-95: a duplex pair of 1.25 MHz radio channels. 1xRTT almost doubles the capacity of IS-95 by adding 64 more traffic channels to the forward link, orthogonal to (in quadrature with) the original set of 64. The 1X standard supports packet data

speeds of up to 153 kbps with real world data transmission averaging 60–100 kbps in most commercial applications. IMT-2000 (Internet Media Type) also made changes to the data link layer for the greater use of data services, including medium and link access control protocols and QoS. The IS-95 data link layer only provided "best effort delivery" for data and circuit switched channel for voice (i.e., a voice frame once every 20 ms);

- 1.3.9. **"kbps"** This is a data speed measurement and refers to kilobits per second, which is an international standard of data speed measurement;
- 1.3.10. **"Last Mile"** means any telecommunications technology that carries signals from the broad telecommunication backbone along the relatively short distance (hence, the "last mile") to and from the home or business;
- 1.3.11. **"Migration"** The client has the possibility of migrating, converting or changing the existing services and bundles to alternate packages and services. It is however impossible to provide all the Migration Business rules in this document, clients wishing to investigate Migration options should contact Neotel Customer care on 0800 333 636, or visit www.neotel.co.za;
- 1.3.12. **"MRC"** means "Monthly Recurring Cost";
- 1.3.13. **"Neotel Representative"** means the person nominated in writing by Neotel from time to time during the term of this Agreement;
- 1.3.14. NeoFlex Data refers to the Neotel Consumer package. This package shall include a data router that shall provide EVDO data services. This service shall also include a personal e-mail box. The device could be paid for up-front in a service agreement and is normally referred to as an EX package;
- 1.3.15. **"On-Net"** This refers to calls initiated by a Neotel subscriber to another Neotel subscriber, on Neotel's CDMA network;
- 1.3.16. **"Off-Net"** This refers to calls initiated by a subscriber on Neotel's network and terminating on an alternate network; this could refer to either local or international mobile or conventional networks;
- 1.3.17. **"Post-paid Service"** This refers to services provided by Neotel where the subscriber would sign an agreement and be billed retrospectively. The subscriber shall apply for services subject to the South African FICA and RICA acts;
- 1.3.18. **"Prepaid Service"** These are services where the client shall not be required to sign any agreement or contract, but will still need to comply with the South African RICA legislation;
- 1.3.19. **"QoS"** Means Quality of Service.
- 1.3.20. **"Reasonable Effort"** is the level of effort equal to that used from time to time by other

telecoms companies providing any services similar to the Services, and, in any event a prompt, appropriate, responsive and diligent effort, made in a professional manner, using properly qualified individuals and appropriate equipment suited to the task;

- 1.3.21. **“RUIM Card”** this refers to the access card that is inserted into the consumer device, it resembles a GSM (Groupe Spesiale Mobile) SIM (Subscriber Identification Module) card but is referred to as a RUIM (Remote User Identification Module) card in the CDMA environment. Please note that this card will only work in a device that is compatible with CDMA 2000 and shall not work in a GSM handset. This also obviously means that a GSM SIM card will also now work in a CDMA 2000 handset;
- 1.3.22. **“Scheduled Downtime”** means Service downtime that occurs during the Scheduled Maintenance Window;
- 1.3.23. **“Scheduled Maintenance Window”** means the period between 00h00 and 06h00 on Sunday mornings or any other period arranged with the Customer at least forty eight (48) hours before Scheduled Downtime commences. This excludes public holidays;
- 1.3.24. **“Service Downtime”** means that period of time for which the Service was unavailable to the Customer;
- 1.3.25. **“Service Period”** is calculated as 60 minutes x 24 hours per day x number of days in current month;
- 1.3.26. **“SLA”** means “Service Level Agreement”.
- 1.3.27. **“VoIP”** refers to a technology of voice over the IP network; this is an internationally recognised format for voice calls transmittal via the Internet. Although this is an accepted form of communication, and the fact that some of the consumer devices are capable of offering VoIP service. Neotel does not guarantee the service of the QOS of the voice calls.

2. APPLICABILITY

- 2.1. This Service Schedule is applicable to Customer Order Forms for Neotel’s NeoGo Data suite of Services, which have been submitted by the Customer and accepted by Neotel in accordance with the Agreement.
- 2.2. This service schedule shall be applicable to the NeoGo Data product, which shall include a Neotel data modem.
- 2.3. Neotel undertakes to use its reasonable efforts.

3. LIST OF SERVICES

The Services provided in terms of this Service Schedule agreement are the following:

- 3.1. **CDMA 1X Voice (where applicable)**

- 3.1.1. CDMA 1X voice services shall provide voice communications across and between any local and internationally recognised telecommunication systems, connected to the South African telecommunication network. These voice communication services shall be provided by an ICASA, Neotel approved and supplied device utilising normal voice communication features such as dial tone, ring tone, busy tone and number routing due to a range of dialled numeric digits;
- 3.1.2. This shall be subject to the CDMA 1X network coverage supplied by Neotel and the service shall only available to consumers who have been identified as having coverage through the Neotel consumer GIS system to the RICA registered address of the client;
- 3.1.3. These voice communication services shall be provided by a Neotel approved and supplied device utilising normal voice communication features such as dial tone, ring tone, busy tone and number routing due to a range of dialled numeric digits.

3.2. **CDMA 1X Data Services (where applicable)**

- 3.2.1. CDMA 1X data services shall provide internet access to the client, via the Neotel data network.
- 3.2.2. The data services are device and coverage dependant.
 - 3.2.2.1. The device shall be a CDMA 2000 1X device, which is Neotel and ICASA approved and provisioned by Neotel on the CDMA 1X data network;
 - 3.2.2.2. The provisioned device shall be within the Neotel CDMA 1X network coverage according to the registered and RICA approved address;
 - 3.2.2.3. The provided CDMA 1X data speeds shall be limited to a maximum of 153 Kbits per second.

3.3. **CDMA EVDO Data Services (where applicable)**

- 3.3.1. CDMA EVDO data services shall provide Internet access to the client, via the Neotel data network.
- 3.3.2. The data services are device and coverage dependant.
 - 3.3.2.1. The device needs to be a CDMA 2000 EVDO device, which is Neotel and ICASA approved and provisioned by Neotel on the CDMA EVDO data network;
 - 3.3.2.2. The provisioned device needs to be within the Neotel CDMA EVDO network coverage according to the registered and RICA approved address;
 - 3.3.2.3. The provided CDMA EVDO data speeds shall be limited to a maximum of the capability of the provided device according to its manufacturers specifications and dependant on “reasonable effort” and coverage.

4. REQUEST AND ORDERING PROCEDURE FOR PREPAID SERVICES

- 4.1. This procedure document provides a detailed description of how Sales and Customer Operations functional unit shall manage application and provisioning of new prepaid services. This document covers leads from Neotel Regional Outlets, Call Centre and Neotel Direct Channel.
- 4.2. The scope of this Schedule entails the entire process from the point when the Customer request the service, Sales Consultant checking coverage, capturing an order, processing payment for device and/or starter pack to the point where the service is activated and a tested working device is handed over or delivered to the Customer. This shall include:
 - 4.2.1. Sales from Neotel Regional Outlet Stores;
 - 4.2.2. Sales from Neotel Direct Channel;
 - 4.2.3. Sales from Call Centre.
- 4.3. This document is applicable to all channels and outlets within the Neotel group.
- 4.4. **Business Rules**
 - 4.4.1. All services are provided are subject to coverage;
 - 4.4.2. No services shall be activated if payments status is still pending;
 - 4.4.3. A device shall not be handed over to the Customer if the Customer doesn't comply with RICA requirements;
 - 4.4.4. The Customer shall be liable for the device Re-delivery cost;
 - 4.4.5. Undelivered device should be returned to Neotel Warehouse;
 - 4.4.6. Supply & Logistics Consultant shall verify the delivery report against invoices from the Courier to ascertain if the delivery report matches the invoices.
- 4.5. **Authority and Responsibility**
 - 4.5.1. Sales Hostess
 - 4.5.1.1. Acknowledge the Customer;
 - 4.5.1.2. Perform customer needs analysis.
 - 4.5.2. Sales Consultant
 - 4.5.2.1. Check and confirm coverage;
 - 4.5.2.2. Capture leads
 - 4.5.2.3. Convert lead into order;
 - 4.5.2.4. Activate service;
 - 4.5.2.5. Test device;
 - 4.5.2.6. Process payment.
 - 4.5.3. Direct Channel
 - 4.5.3.1. Perform door to door sales;
 - 4.5.3.2. Complete application form;

- 4.5.3.3. Comply with RICA requirements;
- 4.5.3.4. Capture lead;
- 4.5.3.5. Forward order for activation;
- 4.5.3.6. Check and confirm coverage.
- 4.5.4. Call Centre
 - 4.5.4.1. Receive Customer calls;
 - 4.5.4.2. Check and confirm coverage;
 - 4.5.4.3. Capture leads;
 - 4.5.4.4. Convert lead into order;
 - 4.5.4.5. Forward order to Supply and Logistics for activation.
- 4.5.5. Supply Logistics
 - 4.5.5.1. Activate service;
 - 4.5.5.2. Test device (outbound & inbound calls, data connectivity);
 - 4.5.5.3. Package product;
 - 4.5.5.4. Verify if customer POP matches base station;
 - 4.5.5.5. Liaise with Courier for product delivery.
- 4.5.6. Courier
 - 4.5.6.1. Confirm delivery time with client;
 - 4.5.6.2. Deliver the customer package;
 - 4.5.6.3. Collect required RICA documentation.
- 4.6. **Inputs and Outputs**
 - 4.6.1. Inputs
 - 4.6.1.1. Customer request;
 - 4.6.1.2. Captured order.
 - 4.6.2. Outputs
 - 4.6.2.1. Activated service.
- 4.7. **Key Performance Indicators (KPI)**
 - 4.7.1. The customer's order shall be provisioned within the stipulated SLA's;
 - 4.7.2. The customer's product and package shall be delivered within 5 days after activation.
- 4.8. **Audit Points**
 - 4.8.1. Verify customers RICA documents (ID and proof of residence);
 - 4.8.2. Test the device for inbound and outbound calls as well as data connectivity;
 - 4.8.3. Verify bank statement to ensure payments clearance in case of debit order;
 - 4.8.4. Verify payment status before activating the device;

- 4.8.5. Reconcile delivery report against invoices;
- 4.8.6. The Customer shall be provided with reasonable notice of any changes to the service or the costs of services and accepts that any changes to the service could result in a change to the monthly recurring cost as per the tariff list. The customer shall have the election to terminate should the changes not suit their needs.
- 4.8.7. Any other request for quotation for Services by the Customer shall be directed in writing to the Neotel Representative and shall contain at least the following information:
 - 4.8.7.1. the names and telephone numbers of the Customer contact persons for each site;
 - 4.8.7.2. the number and type of services required;
 - 4.8.7.3. the detailed physical addresses of the points between which each service is required, including the stand numbers, street name as well as the longitude and latitude co-ordinates of such points, indicated in degrees, minutes and seconds;
 - 4.8.7.4. for each Service, the Service Levels required;
 - 4.8.7.5. Where an upgrade or downgrade for an existing Service is required, the current Service Identity number shall be supplied.
- 4.8.8. Each request for quotation shall state the name and contact details of the Customer person dealing with such request, shall be signed by a duly authorised signatory of the Customer and shall reflect the date on which it is submitted to Neotel and shall be delivered in writing to the Neotel Representative.
- 4.8.9. Upon receipt of the Customer's request for quotation, the Neotel Representative shall provide a written quotation to the Customer together with the necessary Customer Order Form/s.
- 4.8.10. Should the Customer wish to accept the quotation, the Customer shall submit a completed and duly signed Customer Order Form to the Neotel Representative.

5. REQUEST AND ORDERING PROCEDURE FOR POSTPAID SERVICES

- 5.1. This procedure document provides a detailed description of how Sales and Customer Operations functional unit shall manage application and provisioning of new postpaid services. This document covers leads from Neotel Regional Outlets, Call Centre and Neotel Direct Channel.
- 5.2. The scope of this document entails the entire process from the point when the Customer request the service, Sales Consultant checking coverage, capturing an order, processing payment for device and/or starter pack to the point where the service is activated and a tested working device is handed over or delivered to the Customer. This shall include:
 - 5.2.1. Sales from Neotel Regional Outlet Stores;

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- 5.2.3. Sales from Call Centre.
- 5.3. This document is applicable to all channels and outlets within the Neotel group.
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 - 5.4.1. All services are provided are subject to coverage;
 - 5.4.2. No services shall be activated if payments status is still pending;
 - 5.4.3. A device shall not be handed over to the Customer if the Customer doesn't comply with RICA requirements;
 - 5.4.4. The Customer shall be liable for the device Re-delivery cost;
 - 5.4.5. Undelivered device should be returned to Neotel Warehouse;
 - 5.4.6. Supply & Logistics Consultant shall verify the delivery report against invoices from the Courier to ascertain if the delivery report matches the invoices.
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 - 5.5.1. Sales Hostess
 - 5.5.1.1. Acknowledge the Customer;
 - 5.5.1.2. Perform customer needs analysis.
 - 5.5.2. Sales Consultant
 - 5.5.2.1. Check and confirm coverage;
 - 5.5.2.2. Capture leads;
 - 5.5.2.3. Comply with RICA requirements;
 - 5.5.2.4. Convert lead into order;
 - 5.5.2.5. Activate service;
 - 5.5.2.6. Test device;
 - 5.5.2.7. Process payment.
 - 5.5.3. Direct Channel
 - 5.5.3.1. Perform door to door sales;
 - 5.5.3.2. Complete application form;
 - 5.5.3.3. Perform RICA documentation;
 - 5.5.3.4. Capture lead;
 - 5.5.3.5. Forward order for activation;
 - 5.5.3.6. Check and confirm coverage.
 - 5.5.4. Call Centre
 - 5.5.4.1. Receive Customer calls;
 - 5.5.4.2. Check and confirm coverage;
 - 5.5.4.3. Capture leads;

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 - 5.5.5.4. Verify if customer POP matches base station;
 - 5.5.5.5. Liaise with Courier for product delivery.
- 5.5.6. Courier
 - 5.5.6.1. Confirm delivery time with client;
 - 5.5.6.2. Deliver the customer package;
 - 5.5.6.3. Collect required RICA documentation.
- 5.6. **Inputs and Outputs**
 - 5.6.1. Inputs
 - 5.6.1.1. Customer request;
 - 5.6.1.2. Captured order.
 - 5.6.2. Outputs
 - 5.6.2.1. Activated service.
- 5.7. **Key Performance Indicators (KPI)**
 - 5.7.1. The customer's order shall be provisioned within the stipulated SLA's;
 - 5.7.2. The customer's product and package shall be delivered within 5 days after activation.
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 - 5.8.1. Verify customers RICA documents (ID and proof of residence);
 - 5.8.2. Test the device for inbound and outbound calls as well as data connectivity;
 - 5.8.3. Verify bank statement to ensure payments clearance in case of debit order;
 - 5.8.4. Verify payment status before activating the device;
 - 5.8.5. Reconcile delivery report against invoices;
 - 5.8.6. The Customer shall be provided with reasonable notice of any changes to the service or the costs of services and accepts that any changes to the service could result in a change to the monthly recurring cost as per the tariff list. The customer shall have the election to terminate should the changes not suit their needs;
 - 5.8.7. Any other request for quotation for Services by the Customer shall be directed in writing to the Neotel Representative and shall contain at least the following information:

- 5.8.7.1. the names and telephone numbers of the Customer contact persons for each site;
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 - 5.8.7.3. the detailed physical addresses of the points between which each service is required, including the stand numbers, street name as well as the longitude and latitude co-ordinates of such points, indicated in degrees, minutes and seconds;
 - 5.8.7.4. for each Service, the Service Levels required;
 - 5.8.7.5. Where an upgrade or downgrade for an existing Service is required, the current Service Identity number shall be supplied.
- 5.8.8. Each request for quotation shall state the name and contact details of the Customer person dealing with such request, shall be signed by a duly authorised signatory of the Customer and shall reflect the date on which it is submitted to Neotel and shall be delivered in writing to the Neotel Representative.
- 5.8.9. Upon receipt of the Customer's request for quotation, the Neotel Representative shall provide a written quotation to the Customer together with the necessary Customer Order Form/s.
- 5.8.10. Should the Customer wish to accept the quotation, the Customer shall submit a completed and duly signed Customer Order Form to the Neotel Representative.

6. CUSTOMER OBLIGATIONS

- 6.1. The Customer shall be responsible for obtaining all necessary approvals and consents for installation and use of the Services including external antennae's that may be required for certain services.
- 6.2. The subscriber shall be held accountable for and be billed for all calls and data incidents initiated from the purchased and Neotel provisioned device.
- 6.3. The billing cycle for each Service shall be from the Service Commencement Date of that Service.

7. SERVICE DOWNTIME

- 7.1. A Service shall be considered unavailable in the event of any unscheduled Service Downtime due to transmission or equipment failure.
- 7.2. Service downtime shall be calculated on a monthly basis.
- 7.3. Service Downtime shall not include any unavailability resulting from
 - 7.3.1.1. Scheduled Downtime for scheduled maintenance;

- 7.3.1.2. interruptions or delays resulting from any third party service provider services;
- 7.3.1.3. failure of any Customer provided premises network equipment;
- 7.3.1.4. supplies, power or equipment provided by the Customer or their suppliers, which is required in the provision of the Services;
- 7.3.1.5. acts or omissions of the Customer (including the provision of inaccurate information knowingly or unknowingly), or user of the Service or Customer-caused outages or disruptions;
- 7.3.1.6. suspensions due to non-payment of any amount payable by the Customer to Neotel under this Agreement; or
- 7.3.1.7. Reasons of Force Majeure.

8. SCHEDULED MAINTENANCE SCOPE

- 8.1. Maintenance on the Service or its components unavoidably leads to down time. This Scheduled Downtime, where possible shall be communicated to Neotel consumer clients. However due to unexpected technological and environmental issues, this cannot always be guaranteed.

9. SERVICE LEVELS

- 9.1. Neotel's CDMA 2000 services for voice and data are based on a "reasonable effort" concept, which is coverage and usage dependant.

10. ESCALATION MATRIX

- 10.1. For logging calls, queries and complaints with Neotel, the Customer may contact the customer service operations centre on 242 as an "On-Net" call or dial **0800 333 636** or **0800 636 835** on Neotel or any other South African network.
- 10.2. **IMPORTANT PHONE NUMBERS**
 - 10.2.1. Excluding the already mentioned and provided Customer Care telephone numbers, there are some important numbers for the consumer to make note of:
 - 10.2.2. These are **On-Net** calls
 - 10.2.3. "240" Activate a new Prepaid Device/Request prepaid balance;
 - 10.2.4. "241" Recharge a prepaid device with a prepaid voucher;
 - 10.2.5. "220" Activate Neotel Voice mail;
 - 10.2.6. "242" Neotel Customer Care.

SIGNED at on this day of 20.....

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For and on behalf of
NEOTEL (PROPRIETARY) LIMITED
Who warrants that he is duly authorised thereto

SIGNED at on this day of 20.....

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For and on behalf of
<Customer>
Who warrants that he is duly authorised thereto