Schedule G - Wistec Space Connect (registered network and satellite Dealer for Wistec)

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SCHEDULE G

WISTEC SPACE CONNECT AGREEMENT

between

Wistec (Proprietary) Limited

and

The Client

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1. DEFINITIONS

In this Schedule, and in addition to the terms that are defined in the MSA, unless the context indicates otherwise, the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:

1.1

"Commencement Date"

means the first Business Day following the date on which this Schedule is signed by the Party signing last in time;

1.2

"Duration Period"

means the relevant period Wistec will provide the Wistec Space Connect/s to the Client as further set out in Appendix A below;

1.3

"Downgrade"

means the reconfiguration, as contemplated in clause 5, at the request of the Client, of any installed Wistec Space Connect Bandwidth to a lower bandwidth Service Option;

1.4

"End-user"

means the Client's subscriber(s) to whom the Client has re-sold an Wistec Space Connect on a retail basis;

1.5

"Fault"

shall have the meaning ascribed thereto in clause 2 of Appendix D to this Schedule;

1.6

"Installation Options"

means the various installation options pertaining to an Wistec Space Connect as set out in Appendix A to this Schedule;

1.7

"MSA"

means the Wistec Broadband Connect Master Services Agreement concluded between the Parties to which this Schedule is an annexure;

1.8

"Wistec Space Connect"

means an end-to-end broadband access and internet service delivered over satellite and hub infrastructure provided by Wistec to the Client, on the basis of the Service Options and Installation Options, for purposes of enabling the Client to on-sell that service to the End-user;

1.9

"Wistec Space Connect Charges"

means the charges as set out in Appendix C to this Schedule;

1.10

"Order"

means an application by the Client for an Wistec Space Connect, once accepted by Wistec in terms of clause 3;

1.11

"Party/the Parties"

means a party to the agreement as set out in this Schedule, or both of them, as the context requires;

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1.12

"PIS"

means, in relation to an Wistec Space Connect, put into service, and which is the date on which Wistec has completed the required activities, as contemplated in clause 5, to ensure that an Wistec Space Connect is available for use by the Client;

1.13

"Schedule"

means this schedule, which constitutes a separate agreement to be read in conjunction with the MSA, together with all appendices hereto;

1.14

"Service Desk"

means the persons or equipment used by a Party to deal with service issues relating to a Service;

1.15

"Service Number"

means, as concerns each separate Wistec Space Connect provided by Wistec, a number allocated by Wistec as a unique identifier allocated to each such Wistec Space Connect;

1.16

"Service Options"

means the various bandwidth ranges and technical characteristics, as set out in Appendix B to this Schedule, on the basis of which Wistec may provide an Wistec Space Connect;

1.17

"Upgrade"

means the reconfiguration, as contemplated in clause 6, at the request of the Client, of the bandwidth of any installed Wistec Space Connect to a higher bandwidth; and

1.18

"Year"

means a period of 12 (twelve) calendar months.

2. COMMENCEMENT AND DURATION

2.1 This Schedule shall commence on the Commencement Date and shall, subject to the remaining provisions of this clause 0, endure for a period of 1 (one) year (the "initial agreement period") from the Commencement Date. Upon the expiry of the initial agreement period this Schedule will continue indefinitely, subject to either Party's rights to terminate this Schedule in terms of the remaining provisions of this clause 0.

2.2 Subject to the provisions of clause 2.3 and the provisions of clause 7, either Party may terminate the Schedule, for any reason whatsoever, after expiry of the initial agreement period, upon 30 (thirty) days prior written notice to the other Party to this effect.

2.3 Notwithstanding the termination of this Schedule as contemplated in clause 2.2 above:

2.4 the provisions of this Schedule shall continue to apply to any application, Order or request for an Upgrade or Downgrade pending at the date of such termination; and

2.5 all applications received and Orders pending as at the date of notice of termination referred to in

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clause 2.2 shall be provisioned in terms of this Schedule.

3. REQUEST AND ORDERING PROCEDURE

3.1 Wistec Space Connect shall be provided by Wistec, subject to the provisions of this Schedule, on the basis of the Service Options and Installation Options elected by the Client. The Service Options and Installation Options may be amended by Wistec from time to time, provided that any such amendment shall only apply to applications submitted after the effective date of such amendment.

3.2 Any application for Wistec Space Connect shall be directed in writing (or via any other method as may be agreed to by Wistec in writing) to the address or telefax number of the person nominated for this purpose in writing by Wistec from time to time during the term of this Schedule and shall be effected by the completion of an application form, a pro forma of which is appended to this Schedule as Appendix A (or, where applicable, by means of completion of an application form on a web site or similar electronic means made available for this purpose by Wistec). Appendix A may be amended by Wistec in its sole discretion from time to time, provided that any such amendment shall only apply to applications submitted after the effective date of such amendment.

3.3 Each application form shall be signed by a signatory duly authorized by the Client (or authorised in such other manner as Wistec may agree to in writing) and shall reflect the date on which it is submitted to Wistec and shall either be hand delivered, telefaxed or sent by any other method as may be agreed to by Wistec in writing, to the person nominated by Wistec referred to in clause 3.2.

3.4 In the event that Wistec is unable to provide an Wistec Space Connect as requested, it will inform the Client in writing accordingly within 7 (seven) Business Days of the application, where after the application will be regarded as cancelled. Wistec shall not be liable for any losses, damages, or expenses of any nature whatsoever sustained or incurred by the Client arising from Wistec's inability to provide an Wistec Space Connect to the Client.

3.5 In the event that Wistec is able to provide an Wistec Space Connect as requested, Wistec's acceptance of the Client's application shall be indicated by the issuing of a written work order at which point the relevant application shall constitute an Order. In the event that an application is made in respect of more than one Wistec Space Connect, an accepted application in such instances shall constitute a separate written Order in respect of each separate Wistec Space Connect applied for. Wistec will issue a Service Number in writing which will be associated with an Wistec Space Connect provided by Wistec. Any Service Number may be subject to change by Wistec. Should a Service Number change, Wistec will inform the Client timeously and in writing.

3.6 Should the Client request a change in the address or location at which an Wistec Space Connect is required during either the application procedure as set out in this clause 3 or the delivery process as set out in clause 5 below, this shall be deemed a cancellation of the relevant application or Order and, in the case of an Order, the provisions of clause 4 of this Schedule shall apply.

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4. CANCELLATION OF ORDERS PRIOR TO THE PROVISION OF AN WISTEC SPACE CONNECT

4.1 Subject to clause 4.2 and notwithstanding anything to the contrary contained in this Schedule the Client shall be entitled to cancel an Order prior to the PIS. Any such cancellation shall be by way of notice sent in writing by the Client to Wistec and shall be effective on receipt or deemed receipt of such notice by Wistec.

4.2 Upon such cancellation, Wistec shall be entitled to charge the Client such reasonable costs and expenses as have been actually incurred by Wistec or will be incurred in respect of reasonable and foreseeable obligations to which Wistec has become necessarily bound arising from the relevant Order, from the date of the Order concerned up to the date of receipt or deemed receipt of such notice of cancellation, as well as actual costs of the recovery of any equipment already installed

4.3 Save for the provisions of clause 4.2 the Client shall have no other liability to Wistec whatsoever for the cancellation of any Order as contemplated in clause 4.1 above.

5. DELIVERY PROCESS FOR WISTEC SPACE CONNECT

5.1 The Client shall be responsible for obtaining all necessary approvals and consents, to the extent required, to install an Wistec Space Connect at the premises of an End-user. Such approvals include but is not limited to approval to install the satellite equipment where line of sight requirements to the relevant satellite, is fulfilled.

5.2 The PIS date shall be the date on which Wistec has completed the required activities to install an Wistec Space Connect and confirmed that the Service is available for use by the Client.

5.3 Wistec shall advise the Client only (and not the Client's End-user) of the completion of the PIS activities within 24 hours.

5.4 Wistec shall endeavour to ensure that the PIS date shall be within thirty (30) working days of receipt of an application from the Client, subject thereto that the Wistec Space Connect concerned is capable of being provided in terms of this Schedule.

5.5 Should the Client fail to bring any issues with the installation of an Wistec Space Connect to Wistec's attention within 7 (seven) business days from the PIS date contemplated in terms of clause 5.2 above, the Wistec Space Connect shall be deemed to be accepted upon expiry of the aforementioned 7 day period and Wistec shall be entitled to start billing the Client for the Wistec Space Connect concerned as from the PIS date contemplated in terms of clause 5.2 above.

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6. UPGRADES AND DOWNGRADES AND CHANGE OF LOCATION

6.1 Any application by the Client to change the Service Option of an existing Wistec Space Connect to a Service Option other than that which is applicable to such Wistec Space Connect at that time shall be regarded as an application for an Upgrade or Downgrade, as applicable, of such Wistec Space Connect and not as an application to terminate the Wistec Space Connect concerned.

6.2 In the instance of an application for an Upgrade or Downgrade, Wistec shall effect the necessary changes to the Wistec Space Connect concerned and apply the relevant Wistec Space Connect Charges with effect from the date that the said changes have been finally affected. A once-off re-grading fee, per Upgrade or Downgrade, will be charged in addition to the amended Wistec Space Connect Charges.

6.3 In the event that the Client desires to change the location at which an Wistec Space Connect is installed, the Client shall apply to Wistec in writing for such a change. Upon receipt of a change request as aforesaid, Wistec shall conduct a feasibility study as to the possibility to accommodate the request and the costs associated with such a move.

6.4 In the event that Wistec finds that it is unable to supply the Service at the new location, Wistec shall advise the Client of this and the application for a change in location shall be regarded as cancelled. Wistec shall thus continue to provide the Service at the installed location until the Service is terminated by the Client.

6.5 All of the remaining terms of this Schedule, in respect of any Wistec Space Connect which has been moved to a different location in terms of the provisions of this clause 6, shall remain unaffected by the change of location of the Wistec Space Connect concerned.

7. DISCONTINUATION

7.1 An Wistec Space Connect shall be provided for the Duration Period subject to the Client's right to request the discontinuation of the Wistec Space Connect concerned upon at least 30 (thirty) days' written notice to this effect. In the event that the Client provides Wistec with a notice of discontinuation as aforesaid, the Wistec Space Connect concerned shall be discontinued on the required termination date specified in the said notice. Discontinuation prior to the expiry of the Duration Period will be subject to the penalties as contemplated in clause 7.1.1 below.

7.2 Where the Client discontinues an Wistec Space Connect prior to the expiry of 3 (three) years, Wistec shall be entitled to charge an early termination fee as further set out in Appendix C below.

7.3

7.4 Should the Client wish to withdraw any notice provided as contemplated in clause 7.1, such notice to withdraw shall be given to Wistec in writing prior to the expiry of the 30 (thirty) day period referred to in clause 7.1. Failing such written notification of withdrawal of a notice of discontinuation, the relevant Wistec Space Connect shall be discontinued on the termination date specified in the notice contemplated in clause 7.1 above.

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7.5 After discontinuation of an Wistec Space Connect has taken place, the discontinuation date and any penalties, where applicable, will be reflected in the invoice for the Wistec Space Connect concerned.

7.6 Wistec will be entitled to retrieve all or any satellite equipment or any other network or related equipment installed by Wistec at an End-user's premises in relation to an Wistec Space Connect, upon cancellation of an Wistec Space Connect.

8. WISTEC SPACE CONNECT CHARGES

8.1 Wistec Space Connect Charges

8.1.1 In consideration for the provision in accordance with the terms of this Agreement of any Wistec Space Connect by Wistec to the Client, the Client shall pay to Wistec the Wistec Space Connect Charges in terms of the provisions of this clause 8.

8.1.2 Monthly rentals for any Wistec Space Connect shall be charged in advance and all other Wistec Space Connect Charges will be billed in arrears.

8.1.3 Wistec shall provide the Client with valid tax invoices, in respect of all Wistec Space Connect Charges due by the Client to Wistec as well as with an associated monthly statement in respect thereof.

8.2 Revision of Wistec Space Connect Charges

8.2.1 Subject to clause 8.2.2 below, the Wistec Space Connect Charges set out in this Agreement shall be subject to revision by Wistec from time to time upon amendment of Wistec's applicable rates and/or tariffs.

8.2.2 Wistec shall provide the Client with 30 (thirty) days' prior written notice of a revision of the Wistec Space Connect Charges as contemplated in clause 8.2.1 above.

9. BILLING

9.1 Billing procedures

9.1.1 Wistec shall be entitled to commence billing the Client for an Wistec Space Connect with effect from the PIS date.

9.1.2 Wistec shall, on a periodic basis, provide the Client with valid tax invoices in respect of the Wistec Space Connect Charges for the period indicated on the relevant invoice as well as with an associated monthly statement.

9.1.3 All payments due and payable by the Client to Wistec in terms of this Schedule shall be paid directly by means of electronic funds transfer into a bank account nominated and notified in writing by the

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invoicing Party to the invoiced Party, from time to time.

9.1.4 Amounts reflected in any tax invoice shall be payable to the invoicing Party by the invoiced Party on or before the due date reflected on the relevant tax invoice which due date shall not be less than 30 days (thirty) days from the date of invoice and associated monthly statement received by the invoiced Party. Notwithstanding any provisions to the contrary

in the MSA, should payment be due on a Sunday or a public holiday in the Territory then payment shall be made on the preceding Business Day.

9.1.5 If either Party (the "defaulting Party") fails to pay any amount due by it under this Schedule on or before the due date reflected on any invoice, the other Party shall be entitled, in addition to its remedies at law and those arising from this Schedule, to charge interest on any overdue amounts, nominal annual compounded monthly, and such interest shall be calculated:

9.1.5.1 from the date of invoice until the date of actual payment in full at a rate to be advised by the invoicing Party to the invoiced Party from time to time, or, in the event that the aforesaid rate exceeds the maximum interest rate allowed under the National Credit Act 34 of 2005, then

9.1.6 at an interest rate equal to the maximum interest rate allowed under the National Credit Act 34 of 2005, calculated from the due date of invoice until the date of actual payment in full.

9.1.7 Wistec shall have the right to suspend all Wistec Space Connect Product/Service provided to the Client by Wistec, upon the failure, for any reason whatsoever, of the Client to make payment in full of any amount due under this Schedule, after having been called upon to make payment on 7 (seven) days written notice to this effect.

9.1.8 Subject to the provisions of the Prescription Act, 68 of 1969, Wistec may include on any invoice any amount not previously billed.

9.2 Billing disputes

9.2.1 In the event that the Client reasonably disputes the amount reflected as being payable by it in terms of any tax invoice delivered to it by Wistec, the Client must raise such dispute in the following manner:

9.2.1.1 by delivering a notice in writing to Wistec, which notice must be received by Wistec before payment is due in terms of the invoice to which the dispute relates;

9.2.1.2 the notice of dispute referred to in clause 9.2.1.1 must be addressed to the person nominated in writing by Wistec from time to time for this purpose.

9.2.1.3 The notice of dispute referred to in clause 9.2.1.1 must contain full details of the nature of such dispute and the relevant Wistec Space Connect affected by the dispute concerned as well as any supporting documentation.

9.2.2 Notwithstanding notification of a dispute as aforesaid, the Client shall be obliged to pay all undisputed

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amounts in the relevant invoice in full on or before the due date of such invoice.

9.2.3 Upon receipt of a dispute as contemplated in clause 9.2.1, Wistec shall, if so requested in writing by the Client, furnish the Client with whatever documents and material as may be reasonably required by the Client to verify the amount reflected as being payable by it in the relevant tax invoice.

9.2.4 The Parties shall then promptly meet and consult with one another in good faith in order to try to resolve the dispute.

9.2.5 Each Party shall maintain, keep and retain, in an easily accessible form, for a period of 5 (five) years from the submission of any tax invoice, accurate books of account and information contained in or on magnetic discs, tapes, documents or such other records, as may reasonably be required to enable calculation or verification of any amount payable in respect of such tax invoice.

9.2.6 Notwithstanding any dispute between the Parties as to any payment, the Parties shall, throughout the term of this Schedule, remain obliged to observe and perform their respective obligations in terms of this Schedule.

9.2.7 In the event that the Parties are unable to resolve the dispute as contemplated in clause 9.2.4 within a period of 2 (two) months from the date of the notification referred to in clause 9.2.1.1 or a period as mutually agreed between the Parties, the matter shall be dealt with as a dispute in terms of the provisions of clause 9.

10. BREACH AND TERMINATION

10.1 If a Party to this Schedule:

10.1.1 fails to pay any amount due by it in terms of this Schedule by the due date, and fails to remedy such breach within 30 (thirty) days of written notice to do so; or

10.1.2 commits a material breach of any other provision of this Schedule and fails to remedy such breach within 30 (thirty) days of written notice to do so; or

10.1.3 takes steps to place itself, or is placed in liquidation, whether voluntary or compulsory, or under judicial management, in either case whether provisionally or finally, or is the subject of business rescue proceedings; or

10.1.4 take steps to deregister itself or is deregistered; or

10.1.5 fails to satisfy a substantial judgment against that Party within 21 (twenty one) days after that Party becomes aware of the judgment, except if that Party provides evidence on an ongoing basis to the reasonable satisfaction of the other Party that steps have been initiated within the 21 (twenty one) days to appeal, review or rescind the judgment and to procure suspension of execution of that judgment and that such steps are being expeditiously pursued. The period of 21 (twenty-one) days shall run from the date on which the judgment becomes final, or the date on which the attempts to procure the suspension of the execution fail, such Party shall be in default.

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10.2 If a Party is in default, the aggrieved Party shall be entitled, in addition to all other remedies to which it may be entitled at law, or in terms of this Schedule, to cancel this Schedule.

10.3 Upon the termination for any reason whatsoever of this Schedule all amounts then owing by one Party to the other Party will become immediately due and payable.

11. OPERATIONAL LIAISON

11.1 The Parties shall consult each other regarding the operation and implementation of this Schedule and shall use their best endeavours to resolve any problems arising from such consultation or otherwise encountered in relation to this Schedule.

11.2 Without prejudice to the provisions of clause 11.1, the Parties shall each, within 3 (three) Business Days of the Commencement Date appoint a representative and notify the other Party in writing of the identity of such appointee. Any representatives appointed by the Parties for this purpose before the Commencement Date, shall be deemed to have been appointed hereunder. Such representative shall, together with the representative of the other Party, be responsible for overseeing the day-to-day practical implementation of this Schedule including, without limitation, the following matters:

11.2.1 provisioning (including commissioning) of an Wistec Space Connect;

11.2.2 maintenance of an Wistec Space Connect;

11.2.3 any other technical and operational matters which may arise from time to time.

11.2.4 Each of the representatives contemplated in clause 11.2 shall liaise with the other and report to the Party appointing him on any problem which has not proved capable of resolution. On receipt of such report, the Parties shall consult forthwith with one another with a view to achieving a mutually acceptable solution to such problem.

11.3 Unless otherwise provided for in this Schedule, each Party shall give the other at least 7 (seven) days' notice in writing of any change which it intends to make in respect of the identity of the person charged with operational liaison on its behalf.

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SIGNED AT ON THIS DAY OF
AS WITNESSES
1
for and on behalf of Wistec
NAME:
CAPACITY:
who warrants that he is duly authorised hereto
AS WITNESSES
1
for and on behalf of Wistec
NAME:
CAPACITY:
who warrants that he is duly authorised hereto
SIGNED AT ON THIS DAY OF
AS WITNESSES
1
for and on behalf of Amadwala
NAME:
CAPACITY:
who warrants that he is duly authorised hereto
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APPENDIX A - WISTEC SPACE CONNECT ORDER FORM Wistec Space Connect Continue Schedule G - Wistec Space Connect Page 14 of 21 Wistec Space Connect Continue Schedule G - Wistec Space Connect Page 15 of 21 **APPENDIX B - SERVICE OPTIONS** Service Downstream Speed Maximum Upstream Speed Maximum SIP Channels Maximum Wistec Space Connect - Up to 5 Mbps 5.000 Mbps 1.000 Mbps 2 Wistec Space Connect - Up to 10 Mbps 10.000 Mbps 1.250 Mbps 4 Wistec Space Connect - Up to 20 Mbps 20.000 Mbps 2.500 Mbps 10 Wistec Space Connect - Up to 50 Mbps 50.000 Mbps 6.250 Mbps 16 Wistec Space Connect Continue Schedule G - Wistec Space Connect Page 16 of 21 **APPENDIX C - WISTEC SPACE CONNECT CHARGES** Wistec Space Connect Monthly Rental 3-Year Monthly Rental 1&2-Year Once-off / Per occasion Wistec Space Connect - 5 Mbps R680

R550

Wistec Space Connect - 10 Mbps

R830

R700

Wistec Space Connect - 20 Mbps

R980

R850

Wistec Space Connect - 50 Mbps

R1980

R1 850

Satellite Equipment (Once-Off)

R 6 950

Installation fee including initial Configuration

R2500

Call out Fee

R1500

Configuration fee

R500

Indoor Transfer Fee

R2500

Outdoor / Complete Transfer Fee

R2500

Recovery / De-Installation Charge

R2500

Notes:

1. The Wistec Space Connect Charges indicated above:

1.1 exclude VAT;

1.2 include the Wistec Space Connect;

1.3 include the internet usage;

1.4 include the capability for over the top voice sessions; and

1.5 include a modem installed indoors (IDU), and equipment installed outdoors (ODU) consisting of Antenna Dish, LNB and BUC.

2. Termination of the service within a 3-year period will result in an early termination fee equal to the decommissioning fee plus the outstanding equipment fee (R300 x outstanding period in months).

For example, if a service is cancelled in 20 months, the Early Termination Fee will be as follows: R2500 +

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{(36 – 20) x R300} = R7300.

3. Wistec shall charge a call-out fee in all instances where the Client has requested Wistec to attend to any fault in respect of an Wistec Space Connect where such fault is not a fault or issue in or relating to the Wistec network at all, such as a fault with any End-user equipment or software, but shall but exclude a fault with the Indoor Unit.

4. Installation fees which include the installation of the satellite equipment and initial configuration charges will be applicable to all new Wistec Space Connect services.

5. Configuration fees shall be charged in each of the following instances:

i. when an Wistec Space Connect was activated for an End-user at premises where all Wistec Space Connect equipment is already installed but such End-user has migrated their Wistec Space Connect to the Client from a different service provider, and where the activation does not require an Wistec Space Connect technician to visit the site;

ii. when a client requests any amendments to the configuration of the Wistec Space Connect service, as may be required from time to time.

iii. in each instance where the Client requests a Downgrade between the various speed options in relation to an Wistec Space Connect.

6. Indoor Transfer Fee will be charged with respect to every indoor transfer of the Wistec Space Connect equipment.

7. Outdoor / Complete Transfer Fee will be charged with respect to every Wistec Space Connect equipment/terminal removed from a current site to another site on the same day within 75 kilometres from current site.

8. Recovery / De-Installation Fee will be charged with respect to every Wistec Space Connect equipment/terminal removed from a current site

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APPENDIX D - OPERATION AND SERVICE FAULT MANAGEMENT PROCEDURES

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1. INTRODUCTION

This Appendix addresses the operation and service fault management procedures for Wistec Space Connect.

2. DEFINITIONS

2.1 In this Appendix, and in addition to any terms defined in the MSA or this Schedule, the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings –

2.1.1 "Fault" means an incident that will affect the availability of an Wistec Space Connect. Incidents where the availability of the OSC is affected by circumstances out of Wistec's control, including but not limited to adverse weather conditions, sun interference, rain fade and power failures, will not be regarded as a "Fault"

2.1.2 "Fault Management System (FMS)" means Wistec's system for the recording and managing of Trouble Tickets; and

2.1.3 "Trouble Ticket" means a docket which has been opened by Wistec on the FMS pursuant to an incident reported to Wistec for investigation.

2.2 Any expression not defined herein shall bear the meaning assigned to it in the MSA and cognate expressions shall bear corresponding meanings as in the MSA.

3. SERVICE DESK

3.1 Wistec and the Client shall each establish at its own cost and expense, a Service Desk which should be staffed from 07:30 to 16:30, Mondays to Fridays and equipped with the necessary infrastructure to facilitate efficient communication in order to manage all aspects relating to the proper functioning of any Wistec Space Connect as well as to deal with all Trouble Tickets relating to any Wistec Space Connect.

3.2 Where assistance is required by either Party, this should be requested through the Service Desk. Communication with the Wistec Service Desk is done electronically, or telephonically if electronic fault reporting is unavailable. A fault management system support reference number must be obtained by the Client and given to the Wistec Service Desk operator in the event that electronic reporting is unavailable.

3.3 A copy of all Service Desk contact telephone numbers shall be made available by each Party to the other Party and should be updated as and when changes occur.

3.4 Functions of the Wistec will be as follows:

3.4.1 Receive Trouble Tickets reported or logged by the Client, either directly or via nominated Trouble Ticket reporting or logging points as communicated by Wistec.

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3.4.2 Issue a unique reference number to the Client when a Trouble Ticket is reported or logged.

3.4.3 Ensure the co-ordination and localising of Faults or defects for Trouble Tickets up to and including the last point on the Wistec demarcation point.

3.4.4 Ensure the return to service of any Wistec Space Connect after a Trouble Ticket clearance, routine maintenance, etc.

3.4.5 Advise the Client of the progress of the Trouble Ticket status and clearance where appropriate e.g. in the case of lengthy outages as agreed from time to time between the Parties.

3.4.6 Advise the Client when the Trouble Ticket has been resolved.

3.4.7 Keep accurate records of Wistec Space Connect outages. Records shall include (in addition to information necessary for availability assessment), but not be limited to:

a) Name of the Client who reported the Trouble Ticket;

b) Service number;

- c) Unique Wistec FMS reference number;
- d) The Client's description of the Fault and associated first line maintenance results of the Client;
- e) Date and time of all incidents or actions related to a Trouble Ticket;
- f) Priority of the Fault;
- g) Wistec Space Connect outage time;
- h) Location of the Fault; and

i) Exact nature and description of the Fault once resolved.

4. FAULT MANAGEMENT BY THE END-USERS

Wistec Space Connect faults will affect the Client's own service and should therefore only be reported by the Client and not by the End-users. The first line of support is the helpdesk at Wistec using:

4.1 electronic fault management via UNIWeb; and

4.2 telephonic escalations via the toll-free number 0800 772 772 (this option may also be used if UNIWeb is unavailable).

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5. FIRST LINE TESTING

Before logging a fault with Wistec, the Client needs to ensure that the contact information of the End-user is correct. The following first line testing should be done as a minimum to ensure that the End-users' equipment is not at fault, to prevent unnecessary faults being logged and a technician call out fee being charged:

5.1 Power

Does the site have a power failure?

If there is power at the site, are all devices connected correctly and powered on?

5.2 Wistec Space Connect where there is no synchronization:

If the Wistec Space Connect only is affected, then check whether the End-user modem/router and End-user equipment is powered.

Is the End-user modem/router synchronization light off or flashing? If the light is off or flashing, then reset and check the necessary configurations on the private modem/router or try another modem/router.

5.3 Wistec Space Connect where there is synchronization, but no connection or slow access experienced by the Enduser:

Are the connections between the End-user modem/router and Wistec Space Connect, as well as the interface cable between the End-user modem/router and End-user equipment made properly?

Are all the necessary End-user equipment configurations/settings and capping checked?

What is the error message (if any) that appears at the End-user?

6. SERVICE REVIEWS

Whenever required, meetings may be held between the Parties' Service Desk's to review the operational information exchange between the Service Desk 's and the procedures as embodied herein.