

TERMS AND CONDITIONS

Dedicated / Fibre to the Business (FTTB)

1. INTERPRETATION

Broadband terminology not specifically defined herein shall have the meaning assigned thereto in the ISPA Guidelines and Recommendations on Broadband Terminology.

- 1.1. **Commencement Date:** The date that the Link is installed, as more fully set out in clause 6 below.
- 1.2. **Fibre Service:** The service delivered by SWDconnect over the Link, as more fully set out in the Service Description below, the Online Submission Form and the product rules.
- 1.3. **Installation Period:** The period during which the installation of the Link is taking place, starting on the date this agreement becomes binding on SWDconnect and the Customer, and ending on the Commencement Date.
- 1.4. **IP Network:** The Internet Protocol network owned and/or under the control of SWDconnect.
- 1.5. **Link:** The fibre optic / wireless circuit terminating at the one end at a Network Interface Device at the Customer's premises indicated on the Online Submission Form and at the other end at the Network-to-Network Interface between SWDconnect and the Network Operator. Links are classified according to the traits of the premises where the access circuit is installed / to be installed, as follows:
 - 1.5.1. **In Coverage (On-Net)** a. In-Precinct: a building, group of buildings or a limited geographic area where Lit Fibre / Lit Wireless is available. b. Special Precinct: Where a building is in an area designated as In-Precinct but there are circumstances beyond the control of SWDconnect that increases the cost of the Fibre/Wireless Service such that SWDconnect cannot provide the Service on its standard pricing. c. Out-of-Precinct: Where the premises have optical fibre, but it is not Lit Fibre or Lit wireless.
 - 1.5.2. **Not-Feasible:** Where it is neither technically nor commercially feasible to deploy services at standard rates or at all.
 - 1.5.3. **Off-Net:** Where the premises falls outside of a coverage area.
- 1.6. **Lit Fibre/Lit Wireless:** Fibre/Wireless operated by a Network Operator contracted to SWDconnect and that is connected to functioning fibre/wireless network equipment such that SWDconnect can provide the Fibre Service.
- 1.7. **Network Operator:** An entity holding an electronic communications network services license issued to it by the Independent Communications Authority of South Africa, from whom SWDconnect leases a Link to deliver the Fibre Service to the Customer.
- 1.8. **Network Interface Device:** is a device that serves as the demarcation point between the Link and the customer's premises wiring.
- 1.9. **Contention/Subscription ratio:** Contention or Subscription ratio's is the planning rules for shared access links or Network capacity. Basically, a contention ratio is a ratio of possible demand against total capacity.

2. SERVICE DESCRIPTION

- 2.1. Business Broadband Fibre is a symmetric, capped or uncapped, contended service which comprises of the provision of access to the Internet at maximum speeds as set out in the Online Submission Form together with any relevant add-on services as described in the Online Submission Form. The service is provided by connecting the Customer to the SWDconnect IP Network across a Link leased by SWDconnect from a Network Operator.
 - 2.1.1. Capped – The cap on the data provided to the Customer is a hard cap.
 - 2.1.2. Uncapped – The uncapped version of Business Broadband Fibre is subject to the SWDconnect Fair Use Policy, unless an add-on has been purchased for the waiver of the Fair Use Policy.
- 2.2. Due to the best effort nature of the Internet, IP throughput rates can only be guaranteed from the Network Interface Device to the point of interconnection between the SWDconnect IP Network and the Internet.
- 2.3. Technical support should be requested only where the performance of the Link is consistently below the advertised maximum bandwidth speed divided by the advertised contention ratios.
- 2.4. Web-based speed-tests are not reliable and will not be accepted by SWDconnect as conclusive proof of non-performance by SWDconnect. If a support call is logged with SWDconnect, SWDconnect shall use industry accepted tests in a controlled test environment to verify the performance of the Link.
- 2.5. Key service attributes are:
 - 2.5.1. Line speeds within bundles are symmetrical
 - 2.5.2. Static IP allocation are limited to 10 Usable IP's.
 - 2.5.3. Access Link contention – 1:1
 - 2.5.4. Maximum Network contention – 1:10
- 2.6. SWDconnect Fibre for Dedicated Service is a dedicated last mile solution providing symmetric, uncontended (one-to-one), option where Quality of Service and guaranteed services is required; i.e. Bespoke Voice Solutions, MPLS, Video Conferencing. This service offers several customizable options to suit your unique requirements.
- 2.7. Fibre Services are provided in accordance with the service descriptions and the product rules.
- 2.8. Key service attributes are:
 - 2.8.1. Access Link contention – 1:1
 - 2.8.2. Network contention – 1:10
 - 2.8.3. SLA's available

3. FEASIBILITY STUDIES

- 3.1. All requests for the Fibre Service shall be subject to a feasibility study to determine whether a Network Operator has adequate fibre infrastructure to provide the Service at a specific location.
- 3.2. Desktop surveys are performed to conduct initial feasibility studies and inform estimated lead times and costs.
- 3.3. Network Operators reserve the right to amend feasibility results during implementation of the service when circumstances arise that was not foreseeable with desktop surveys. Examples include excessive fees charged by landlords for access to their premises or substantially altered civil works due to previously unknown factors.
- 3.4. When a Network Operator amends a feasibility result, it may lead to increased installation times, and may also lead to a reclassification of the premises. For example, an In-Precinct building may be amended to a Special Precinct.

3.5. In the event of changes to the feasibility results leading to changes in pricing or installation times, the Parties shall co-operate in good faith to conclude amended terms and conditions that consider such changes that are necessitated through changed circumstances.

4. TEMPORARY WIRELESS SERVICES

The following rules apply to temporary wireless services ("TWS"):

- 4.1. TWS is a temporary solution to provide connectivity during the Installation Period of the Fibre Link.
- 4.2. TWS is only available:
 - 4.2.1. To customers that have ordered fibre broadband services where the Link size is more than 250 Mbps.
 - 4.2.2. Where there is direct line of sight and sufficient signal coverage for a SWDconnect Wireless temporary service as confirmed through a physical site survey.
 - 4.2.3. On confirmation of a written landlord consent to install a temporary wireless service on the premises.
- 4.3. Where the provision of TWS is not feasible, it shall not be construed as providing the Customer with any legal remedy to terminate the agreement for the provision of fibre services.
- 4.4. The customer is responsible to obtain a landlord consent and arrange access to conduct a physical site survey within a SWDconnect stipulated time.
- 4.5. The TWS will be installed within 10 working days from the official physical site survey been completed, direct line of sight and sufficient signal coverage for the SWDconnect Wireless Temporary service is confirmed.
- 4.6. TWS can be used as a redundant/failover service after the Fibre Link has been installed, only if the customer contracted for such service on a term contract in advance. Product specific pricing and terms and conditions for the redundant service shall apply.
- 4.7. The minimum term for the TWS is 3 months from the date of commissioning of the TWS. The Customer acknowledges that should the Fibre Link be installed within a period shorter than 3 months, the Customer will be liable to SWDconnect for the monthly service charges of the minimum period of 3 months. For clarity:
 - 4.7.1. Should the Fibre Link be installed more than 3 months after the TWS has been commissioned, then billing for the TWS shall continue on a month to month basis until termination of the TWS service and physical cut-over of the Fibre Link.
 - 4.7.2. Should the Fibre Link be installed in less than 3 months of the TWS having been activated, the Customer shall be liable for all TWS service charges up to a minimum period of 3 months.
 - 4.7.3. The customer is liable for the TWS service charges until the day of physical cutover the Fibre Service, with a minimum of three (3) months.
- 4.8. Not all value-added services procured with the Fibre Service can be provisioned on the TWS. Without limiting the generality, SWDconnect can configure a VLAN up to 2Mbps for a voice channel over the TWS, but cannot configure any additional VLAN's, nor can it make available other valued added services such as Boost or Service Level Agreements
- 4.9. A configuration charge of R1,500.00 (exclusive of VAT) per configuration is applicable in the event of any configuration changes to an existing Service as set out in this Service Schedule. Such changes include but are not limited to:
 - 4.9.1. Upgrade of bandwidth
 - 4.9.2. Downgrade of bandwidth
 - 4.9.3. VLAN changes
- 4.10. As the TWS is a temporary broadband service, no Service Level Agreements applies to and therefore no service credits are applicable.

5. INSTALLATION OF LINK

- 5.1. The installation fees on 3-year and longer contracts are fully subsidized on the condition that the full 3-year term is honored, failing which SWDconnect shall raise an invoice for the full installation fees.
- 5.2. Estimated lead times are determined by network coverage, network availability and the specific scope of work.
- 5.3. The duration to install a Link is subject to many factors which are outside the control of SWDconnect or the Network Operators. These include, but are not limited to obtaining approvals from municipalities, roads agencies, utilities providers, other network operators, private landowners and landlords. Construction work may be affected by inclement weather conditions.
- 5.4. Installation times are therefore only estimates. SWDconnect shall do everything reasonably and practically possible to meet installation times but shall not be held liable in any way whatsoever for any delays in the installation of a Link. Should the Customer terminate an Online Submission Form before a Link is installed, the Customer shall be obliged to pay to SWDconnect a termination fee as set out in the termination clause below. The provisions of clause 11 of the general terms and conditions shall not apply to installation of a Link.
- 5.5. The Customer shall be responsible for making available, at no cost to SWDconnect, accommodation, power, space, including mast space, ducting and other facilities for the purposes of housing the transmission equipment of the Network Operator required for the provision of the Services to the Customer. The Customer shall ensure that the premises for which the request has been made are accessible at any reasonable time as may be required by SWDconnect to fulfil its obligations in terms hereof.
- 5.6. The Customer shall be responsible for obtaining all third-party approvals and consents necessary for installation and use of the Services.
- 5.7. In case of jointly used office, buildings there is often a common entrance point for telecommunication providers. Any facilities and extra cabling necessary in such circumstances, in particular the connection between the telco entrance point / meet-me-room and Customer's IP connection point, are not included in the provision of the Service and are the Customer's sole responsibility. Any costs associated to utilize the telco entrance / meet-me-room shall be for the Customer's account.
- 5.8. SWDconnect has the right to replace all a Link provided by a Network Operator with a link provided by any other Network Operator or provided by itself, provided that the replacement Link shall not have lesser specifications than the Link that is being replaced.

6. ACTIVATION OF SERVICE

- 6.1. Within seventy-two (72) hours of completing the installation for the applicable Link, SWDconnect will conduct acceptance tests on the Fibre Service. Upon successful testing being concluded, a Service Handover Form ("SHF")

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shall be provided to the Customer. 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.

6.2. Should the Customer detect a fault on the Fibre Service during these acceptance tests, the Customer shall notify SWDconnect of such fault in writing. The Customer may only reject a Service on the basis that the advertised technical specifications of the Service has not been met. If the Customer notifies SWDconnect of its non-acceptance, further tests of the Service shall be conducted until the Service meets the advertised technical standards.

7. BINDING EFFECT

These product terms and conditions shall become binding on acceptance by SWDconnect of the signed Online Submission Form, general terms and conditions and these product terms and conditions. SWDconnect shall be deemed to have accepted these terms unless it notifies the Customer in writing to the contrary, in which event it shall furnish the Customer with reasons why the terms have not been accepted.

8. DURATION AND COMMENCEMENT

These product terms shall endure for the period indicated on the Online Submission Form, calculated from the Commencement Date, where after it shall continue in accordance with the General Terms and Conditions.

9. SUPPORT

9.1. Support for technical and billing issues must be logged telephonically, by email or in the online customer portal – details at <https://www.swdconnect.co.za/>

9.2. Any request for technical or billing support sent to account managers may result in delayed responses and turnaround times.

9.3. The Customer will provide SWDconnect with accurate and up to date information when Customer contacts SWDconnect to report a suspected fault and is asked a standard set of structured questions. SWDconnect shall not be liable for any loss suffered as a result of the Customer's failure to provide accurate information or any relevant facilities, which may lead to a delay service repair.

10. RELOCATION

10.1. The portion of the Fibre Service that is comprised of the provision of the Link is provided to the specific address with a Link leased by SWDconnect from a Network Operator.

10.2. Each Link has its own unique build cost (which is not related to the installation fee charged by SWDconnect) and accordingly should the Customer wish to move premises during the contract term of a Fibre Service, there will be associated costs recoverable from the Customer as follows:

10.3. If the new premises are at an address that falls within the definition of:

In-Coverage

- A replacement contract must be signed for at least

- a) the same term
- b) the same value

- Relocation fees for the new Link will be payable by Customer.

Not-Feasible

- Value of the balance of contract reckoned from the Commencement Date will be payable.

10.4. To ensure minimum disruption to Service to the Customer, Customer must give SWDconnect at least six months' notice of its intention to move premises, together with full details of the new premises.

10.5. All requests for the Fibre Service at new premises shall be subject to a feasibility study to determine whether a Network Operator has adequate fibre infrastructure in order to provide the Service at a specific location.

10.6. If, after a feasibility study has been conducted it is evident that:

10.6.1. It is not feasible to provide an alternative Link to the new premises; or

10.6.2. A new link will in all likelihood not be installed by the time that the Customer moves into the new premises;

then

10.7. SWDconnect shall suggest an alternative service to be provided to the Customer as a replacement service and the customer shall be obliged to procure from SWDconnect such replacement service as best meets the Customer's technical requirements.

10.8. Services provided on new Links or as a replacement to the Fibre Service shall be on a new contract term and shall not continue for the duration of the term of the Fibre Service associated to an existing address, unless SWDconnect agrees otherwise in writing.

10.9. In the event that it is not possible to provide the Customer with an alternative Link or an alternative Service at the new premises, it shall be regarded with as an early termination of agreement and dealt with in accordance with the termination provisions below.

11. TERMINATION

11.1. Customer shall provide SWDconnect with at least three calendar months' notice that it intends to terminate the Fibre Service (in whole or in part).

11.2. Notwithstanding any provisions set out in the General Terms and Conditions, if the Customer's termination date is a date prior to the expiry of the Initial Term, or any subsequent renewal term, then the Customer shall be liable to SWDconnect for termination penalties calculated as follows:

11.2.1. Termination for any reason during the Installation Period: 100% of the monthly recurring values multiplied by the number of months indicated on the Online Submission Form.

11.2.2. Termination at any time after the Commencement Date but before expiry of the Initial Period, including termination arising out of the Customer moving premises or termination by SWDconnect as a result of customer's breach: 100% of the monthly recurring values for the remainder of the contract term.

12. BUNDLED SERVICES

12.1. Bundled services may be subject to separate product terms and conditions. In such event, the terms of such bundled services must as far as reasonably possible be read to be in harmony with these terms and conditions. Should there however be an irreconcilable conflict, the terms of each service shall apply without modification to the relevant affected service.

12.2. Bundle prices are fixed and are not subject to any reduction if the value-added services are not activated/used.

13. FAIR AND ACCEPTABLE USE POLICY

13.1. The Customer shall at all times be bound by the SWDconnect Acceptable Use Policy available at <https://www.swdconnect.co.za/>

13.2. Unless the Online Submission Form indicates that the Customer has contracted with SWDconnect for a waiver of its Fair Use Policy, the Customer shall be bound by the Fair Use policy as advertised by SWDconnect and as further described in clause 4 of the SWDconnect Acceptable Use Policy.

14. Resale of Service

Unless the Customer has entered into a reseller agreement with Supplier, resale of the Service is not permitted.