

TERMS AND CONDITIONS

Wireless WTTT / WTTB

1. INTERPRETATION

Unless a contrary intention clearly appears, the following terms shall have the following meanings –

- 1.1 **RICIA** means the Regulation of Interception of Communication Act
- 1.2 **Kbps** means kilobits per second
- 1.3 **Mbps** means Megabits per second
- 1.4 **MB** means Megabyte
- 1.5 **GB** means Gigabyte
- 1.6 **FUP** means Fair Usage Policy which applies as and where specified to uncapped data plans
- 1.7 **Network Coverage** means the geographical area within which the Internet Services can be accessed and used by the subscriber
- 1.8 **Equipment** means the hardware, including but not limited to a modem and router, which are owned by SWDconnect.
- 1.9 **LOS**: Line of Site between the high site and customer premises.
- 1.10 **Site Survey Document**: Report of the Site Survey.
- 1.11 **Migration** means moving to a package of the same technology of either a lower or higher subscription value
- 1.12 **Bundle** means where more than one service is packaged as one solution
- 1.13 **Data Cap** means the amount of data allocated as part of the package subscription (ex. 1GB is allocated on the package and once the 1 GB is depleted additional data would need to be purchased or out of bundle usage will apply)
- 1.14 **In-Bundle** means the allocated data included as part of the subscription being used. This will differ based on the size of the package applied for Out-of-bundle means the data that is being used after the in-bundle data has been depleted.
- 1.15 **Managed Service** refers to managing and maintenance of customer premises equipment related to the contracted link.
- 1.16 **Licensed**: Spectrum is regulated by ICASA in the RSA.
- 1.17 **Coverage Maps** means the simulated active coverage areas in which the Provider is able to supply the Service as amended from time to time;
- 1.18 **Symmetric** means that the uplink traffic in the direction of the wholesale provider will be the same as the downlink traffic in the direction of the end user site
- 1.19 **Asymmetric** means that the uplink traffic in the direction of the wholesale provider will be less than the downlink traffic in the direction of the end user site
- 1.20 **PTMP**: Point to Multi Point solutions whereby a link is installed only at the customer premises.
- 1.21 **PTP**: Point to Point solutions whereby a link is installed at the customer premises as well as the high site.
- 1.22 **Packet** means a parcel of information, which is packaged depending on the transmission medium
- 1.23 **Packet Loss** is measured as a percentage of packets lost with respect to packets sent, and is expressed as an average measured over one calendar month
- 1.24 **Jitter** is the difference in time in end-to-end one-way delay between selected packets in a flow with any lost packets being ignored. Packet delay variation guarantees are expressed as an average measured over one calendar month.
- 1.25 **Latency** is the roundtrip time expressed as the length in time it takes for a data packet to be sent to the destination address and for the acknowledgment of receipt to be received by the source address. Latency guarantees are expressed as an average measured over one calendar month.
- 1.26 **Customer** means a legal entity who engage with SWDconnect into a binding contract to make use of any service.
- 1.27 **CPE**: Customer Premises Equipment means the service network terminating equipment which is leased (as part of the MRC) or bought from, and managed by SWDconnect, located at the Customers premises, used in conjunction with SWDconnect Network in order for the Customer to use the service
- 1.28 **NID**: Network Interface Device, is part of the SWDconnect owned CPE and forms a mandatory part of the managed service
- 1.29 **Non-Recurring Charge (NRC)** is the fee SWDconnect will charge the customer as a once off charge for the standard installation and configuration of the service at the customer premises
- 1.30 **Monthly Recurring Charge (MRC)** is the fee SWDconnect charge the customer monthly in advance for providing the service as a managed service.
- 1.31 **Ad-Hoc charges** is a once off fee SWDconnect will charge the customer for nonstandard items such as specialized brackets, fibre lays, cherry pickers, scaffolding etc.
- 1.32 **Configuration change fee** is a fee SWDconnect will charge the customer for any changes to the service requested by the customer after signing the agreement, which includes but are not limited to changes in the type of service, throughput changes, VLAN changes, up or downgrade of services,
- 1.33 **Standard Installation** is an installation that are planned and executed after signing of a Service Order which service does not require a unusual site survey any special brackets, fibre lays, a cable run longer than 30m and does not require any special health and safety preparations such as cherry pickers.

2 SPECIFIC PROVISIONS PERTAINING TO SWDCONNECT WIRELESS SERVICES

These provisions are applicable to all SWDconnect wireless services except where stated otherwise with in the subdivisions of this service in this document.

- 2.1 Purchases on Account will be limited to the subscriber's applicable credit limit as determined by SWDconnect
- 2.2 The SWDconnect Wireless Service is:
 - 2.2.1 A Licensed Microwave Wireless Service provided in the product coverage maps
 - 2.2.2 Provisioned as a full or half duplex service according to type of service ordered by customer
 - 2.2.3 Specified as a Symmetrical or Asymmetrical service according to the type of service ordered
 - 2.2.4 An Acceptable Use Policy (AUP) applies to SWDconnect Wireless Services. The Customer shall at all times be bound by the SWDconnect Acceptable Use Policy available at <https://www.swdconnect.co.za/>

2.3 The following service charges are applicable:

- 2.3.1 NRC for a standard-installation
- 2.3.2 MRC as a managed service
- 2.3.3 Ad-Hoc charges for unusual or non-standard items
- 2.4 Customer premises must be in the network coverage map with direct line of site to a Service high site to qualify for a SWDconnect Wireless service.
- 2.5 If the service is not feasible, as a result of network coverage, the application and order will become null and void.
- 2.6 The service is subjected to a physical site survey and a signed Landowner Consent form.
- 2.6.1 A site survey will be conducted after acceptance of the quote, if the customer insists on a pre-quote site survey, the customer is responsible for the cost of the site survey. The outcome of the site survey is determined on the site survey report and it is a requirement for the subscriber to sign off.
- 2.6.2 The aim of the site survey is to confirm feasibility, determine line of site, determine the mounting position of the CPE, feasibility of a standard-installation, the cable run route, health and safety implications and installation turnaround times.
- 2.7 The quoted pricing is indicative and is subject to change based on the physical site survey report.
- 2.7.1 If the pricing is affected based on the site survey report, the customer can re-sign for the same period with the adjusted pricing.
- 2.7.2 If the pricing does increase after conduction of the site survey, the customer may choose not to resign the contract with adjusted pricing without incurring penalties for the site survey.
- 2.8 Failure to provide the correct information on the site survey document can result in an incomplete survey thus delaying final installation and a penalty fee will be charged.
- 2.9 If equipment must be swapped out for an upgrade or downgrade of services, a once-off fee will be applicable.
- 2.10 SWDconnect wireless is a managed service and the CPE will remain the property of SWDconnect during and after the contract period unless accounts are fully paid and CPE bought from the commencement date.
- 2.11 The customer will arrange access for SWDconnect to decommission the CPE upon termination of the contract.
- 2.12 SWDconnect Wireless services require a NID to function as part of the managed service, which cannot be removed or bypassed by the customer.
- 2.13 Limited upgrades are possible based on the CPE deployed at the premises, for which a written quote is required, A configuration fee will apply in such case.
- 2.14 Customer can upgrade a link for an extended period and downgrade it to its original size without incurring penalties but would be liable for the configuration changes, subject to a signed quote.
- 2.15 The customer is responsible and liable to SWDconnect for the Customer Premises Equipment until such time that SWDconnect can decommission it from the premises. In case of loss or damage to the CPE or portions of it, the customer will be charge for the replacement value of those components and labor related to reinstatement if it.
- 2.16 Customer LAN and networking equipment is excluded (ie. phones, headsets, network switches, cabinets etc.) and will be quoted separately or be a prerequisite to installation where necessary.
- 2.17 New Pricing will be available to current in contract customers under the following conditions:
 - 2.17.1 New contract for the exact same product type is signed and must be for the same period as the existing contract i.e. the original contract is 24 months, a new 24-month contract will need to be signed.
 - 2.17.2 The value of the new contract must equal or exceed the monthly Rand value of the existing contract.
 - 2.17.3 If the customer is in contract, the new contract must be for exact same SWDconnect Wireless product.
 - 2.17.4 New pricing will apply to out of contract customers for any new contract signed.
- 2.18 The standard contract term in the Service Order is quoted in months, which term is binding with 30 days' notice for cancellation after expiration.
- 2.19 Early cancellation fee applies if service is cancelled before the end of contract: outstanding months x Monthly Recurring Cost.
- 2.20 Cancellation fees apply if a service is cancelled between service order and implementation.
- 2.21 SWDconnect reserves the right to change the layer 2 link provided at any time provided that the customer is left with a similar or better quality link.
- 2.22 Billing for the wireless service commences from installation and activation of the wireless link and not from cutover of the total solution.
- 2.23 Support for technical and billing issues must be logged telephonically, email or by means of the online customer portal – details at <https://www.swdconnect.co.za/>
- 2.24 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 in terms of the SLA as the result of the Customer's failure to provide accurate information or any relevant facilities, which may lead to a delay service repair.

3 SPECIFIC PROVISIONS PERTAINING DEDICATED SWDCONNECT WIRELESS SERVICES

- 3.1 Cancellation notice for PTP and Customer Specific Solutions are 90 calendar days (3 calendar months)
- 3.2 Early cancellation fees for a PTP solution is calculated as per outstanding contract period plus 3 calendar months multiplied by MRC
- 3.3 Dedicated Services are not contended and is supported by a Standard Service Level Agreement (SLA):
- 3.3.1 Service availability from 08:00 to 17:00 during business days, excluding public holidays
- 3.3.2 Guaranteed uptime of 99%
- 3.3.3 Latency <80ms
- 3.3.4 Jitter <40ms 3.3.5 Packet loss <0.1ms
- 3.3.6 Service credit payable for non-performance, will be calculated in proportion and as a percentage of the Monthly Recurring Service Fees

4 SPECIFIC PROVISIONS PERTAINING SWDCONNECT WIRELESS BROADBAND SERVICES

- 4.1 Broadband services are best effort services, contended at 10:1 and without any SLA's

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4.2 A Fair Use Policy applies to SWDconnect Wireless Broadband Service. The Customer shall at all times be bound by the SWDconnect Acceptable Use Policy available at <https://www.swdconnect.co.za/> Fair Usage Policy (FUP) will be implemented on uncapped bundles according to the soft cap limits. No other monthly restrictions will apply. Should utilization reach a total of 50% of the allowed bandwidth threshold, the speed will be limited to 50% of the contracted speed, as Step 1. Should utilization reach a total of 100% of the allowed bandwidth threshold, the speed will be limited to 25% of the contracted line speed.

5 SPECIFIC PROVISIONS PERTAINING TO SWDCONNECT WIRELESS REDUNDANT SERVICES

- 5.1 SWDconnect Wireless Redundant is only available as redundant to SWDconnect Primary services, auto configured and monitored by means of a SWDconnect NID device
- 5.2 Redundant services are provisioned as a failover service and should not be utilised as a secondary (active) service. Load balancing over a redundant service is not allowed
- 5.3 If a redundant service is actively utilised for more than 10% of the month, the customer is liable for the equivalent cost of a primary link
- 5.4 SWDconnect Wireless Redundant services do not duplicate the primary service, which carry SLA's, and do not have the specifications than the associated primary service has.
- 5.5 SWDconnect Wireless Redundant services will not be the same speed as the primary link speed, this is dependent on what the customer orders with SWDconnect
- 5.6 SWDconnect Wireless Redundant services share the same port configuration, NID and IP's as the primary SWDconnect service but not accessible from outside when redundant link is active.
- 5.7 It is the customer responsibility to test the service as a redundant service at least once a month to ensure that it functions in accordance to specifications

6 SPECIFIC PROVISIONS PERTAINING TO SWDCONNECT WIRELESS TEMPORARY TO REDUNDANT SERVICES

- 6.1 The Temporary-to-Redundant Service is only provision in case the customer wait for another SWDconnect primary service with similar specifications and SLA, in which case the service will be auto-configured to act initially as a primary services and automatic fails over to the redundant role once the primary service is installed.
- 6.2 The provisions pertaining primary services as described in Clause 3 and 4 above are applicable to the service while it serves in a Temporary Primary role.
- 6.3 All the provisions pertaining SWDconnect Wireless Redundant above are also applicable to the Temporary-to-Redundant service while it serves in the role of a redundant service.

7 WIRELESS INSTALLATION

- 7.1 A basic installation consists of the following 3 aspects:
 - 7.1.1 CPE (client premise equipment) is mounted outside. The CPE comes in small, medium or large sizes, depending on the distance from the AP it has to connect to. It is normally a small weatherproof device mounted on an exterior wall the eaves or rooftop. It can also be mounted on a separate free-standing pole or tower. The installed CPE points to the AP located strategically to service a specific area.
 - 7.1.2 Wiring: A CAT5 cable also known as Ethernet cable is run down from the CPE on an exterior wall. Our installers try to obscure the cable as much as possible. The cable needs to transfer from the outside of the house to the inside either through the roof, or through drilling a small hole in a wall or door/window frame. If there are existing cabling for phone, or Satellite TV we will try to work with these as much as possible. If you need additional wiring please contact us for an official quotation.
 - 7.1.3 Connect your computer(s): Once inside the house the cable is connected to a power source called a POE (power over Ethernet) that supplies the equipment outside with DC electricity. The CAT5 cable coming from the POE can be connected to a single computer or into the internal network. A basic installation provides you with 1 Ethernet connection.
 - 7.1.4 With everything in place – the connection is tested and all basic configuration setups are done.
- 7.2 A Basic Installation includes:
 - 7.2.1 Traveling less than 75km from SWDconnect's nearest headquarters.
 - 7.2.2 Installation and activation charge.
 - 7.2.3 30m or less of CAT5 cable, CPE with POE, One exterior wall mount.
 - 7.2.4 One connection and configuration to a computer network card, or to the internal network.
- 7.3 The following is considered additional and will be charged separately:
 - 7.3.1 To install switches, Wi-Fi hotspots, VOIP connections etcetera will all be charged additional.
 - 7.3.2 Special installations (eg. Non-penetrating roof mount, extension pole, wall jack, additional cabling beyond 30m etc.)
 - 7.3.3 Trouble shooting computer, devices or internal network problems are also not included. Normal labor rates will apply to assist with these problems.

8 Ownership of Equipment

- 8.1 The CPE and POE supplied at installation remains the property of SWDconnect and must be returned to us upon termination of service if the account is not paid in full.
- 8.2 Whilst the CPE is in service on your premises you are responsible to insure it against theft or accidental damage (as covered under a standard short-term insurance policy) – or if you do not have insurance, pay for the repair or replacement if such damage occurs.
- 8.3 SWDconnect will however support and maintain this CPE to operate optimally – which includes installing new firmware updates as they become available. The CPE should have a technology lifespan of at least 2 years.
- 8.4 CPE's older than 2 years that need to be upgraded will result in an upgrade cost for the customer.

9 Acknowledgements

- 9.1 That ownership of wireless equipment used to connect to the service provider's network remains that of the service provider.
- 9.2 The customer must ensure the necessary security of the equipment.
- 9.3 If equipment is damaged, destroyed, disposed of or stolen, regardless of the cause, including lightning damage and damage caused by electrical undulations, the customer will be liable to the service provider for damages.
- 9.4 If Agreement is cancelled, wireless equipment should be delivered back to the service provider in the same condition as received if not paid in full. The service provider will contact the customer and agree on a time and date after which an agent of the service provider will remove the wireless equipment.
- 9.5 If the service provider receives no cooperation in this regard from the customer, the service provider will immediately remove all wireless devices with or without the consent of the customer and the latter indemnify the service provider or its agent against a criminal charge of trespassing if equipment is removed.
- 9.6 Under no circumstances is the customer allowed to remove the wireless equipment such as stated above.