

**ANNEXURE:** *(insert number)*  
**SERVICE SCHEDULE NUMBER:** *(insert number)*

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**ANNEXURE:** *(insert number as above)*

**VODACOM BUSINESS INTERNET WIRELESS**

**between**

**VODACOM (PTY) LTD**

**and**

***(insert Customer's full name)***

**INITIAL PERIOD:**

**ANNEXURE:** *(insert number)*

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## **SECTION A – ANNEXURE - VODACOM BUSINESS INTERNET WIRELESS**

### **1. SERVICE ELEMENTS**

- 1.1. Vodacom will provide the Customer with a Service referred to herein as Business Internet Wireless which encompasses the provisioning of a Business Internet Service in terms of which Vodacom provides access to the Internet by means of a CPE device, using Wireless connectivity to the Sites identified by the Customer and as set out in the Pricing List.
- 1.2. Should the Customers site fall within the Coverage Area, the Service shall be provisioned subject to a physical site survey confirming line of sight from the Customers site to the Service aggregation point;
- 1.3. Vodacom shall endeavour to ensure the availability of the Service at a location within South Africa, limited to the Coverage Areas only. The premises identified by the Customer at the Activation of the Service is deemed the primary premises for the provision thereof, and the Customer acknowledges that the provision of the Service is subject to the aforementioned premises being situated in the Coverage Area.
- 1.4. Bundle information and further parameters applicable to the Service are further detailed in Appendix 1.

## **SECTION B – SERVICE TERMS AND CONDITIONS**

### **2. COMMENCEMENT AND DURATION**

- 2.1. Notwithstanding the date of signature hereof, the commencement date of this Service Schedule and / or each Service Order will be deemed the date of Activation of the Service by Vodacom following a Service Schedule and / or Service Order by the Customer and acceptance by Vodacom.
- 2.2. Vodacom will make the Service available to the Customer throughout the duration of this Service Schedule (as stated on the cover page) and / or Service Order (“Initial Period”), whichever is longer, whereafter it shall automatically renew for an indefinite period (“Renewal Term”).
- 2.3. Either Party may terminate a Service Schedule at 30 (thirty) days written notice to the other to be effective after the end of the Initial Term or any applicable Renewal Term, as the case may be.
  - 2.3.1. In the event the Customer elects to terminate the Service Schedule and / or Service Order(s) during the Initial Period and / or Renewal Term, the termination will be subject to Recovery Charge/s and shall be calculated as follows: the monthly recurring charges (of the relevant service) multiplied by the number of months remaining in respect of the duration of the Service Schedule / Service Order.
- 2.4. In the event that the Customer terminates the provisioning and supply of any products and services, prior to the date of Activation of the Service, then the Customer will be liable for 100% of:
  - 2.4.1. Indirect and direct, proven abortive costs incurred by Vodacom, as a result of the early termination by the Customer;
  - 2.4.2. Remaining purchase price balances calculated, as at the termination date, in respect of equipment purchased by the Customer from Vodacom and will make payment to Vodacom upon demand.

## **SECTION C – COMMERCIAL TERMS AND CONDITIONS**

### **3. PAYMENT TERMS AND CHARGES**

- 3.1. Vodacom will issue a monthly invoice to the Customer.
- 3.2. All Charges will be invoiced in advance unless otherwise indicated.
- 3.3. The Customer will pay the following Charges within 30 (thirty) days of the date on any invoice:
  - 3.3.1. Installation Charge;
  - 3.3.2. Service Charge;
  - 3.3.3. Training Fees,
  - 3.3.4. Professional Service Fees (if applicable); and
  - 3.3.5. Transfer Charges (if applicable).

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**SECTION C – DEFINITIONS**

<b>Acceptance Testing</b>	means either one or a combination of the following: <b>Operational Acceptance Testing</b> refers to assessing the operational readiness of the Service, including compatibility, maintainability, technical support availability, reliability and fail over. <b>User Acceptance Testing</b> refers to assessing whether the Service can be utilised by Users
<b>Bandwidth</b>	means the maximum data transfer rate of an Internet connection, and measures how much data can be sent over a specific connection in a given amount of time
<b>AUP</b>	means Acceptable Usage Policy
<b>Coverage Area</b>	means the primary Service area in which the Service can be provisioned Near-Line-Of-Sight (NLOS) access network;
<b>Project Completion Certificate</b>	means the document provided by Vodacom to the Customer confirming that the Service has been deployed and that Acceptance Testing has been successfully completed
<b>Uncapped Internet Access</b>	means a high-speed Internet access using a transmission technique that carries several data channels over a common wire and that has no limit with regards to the amount of data that can be downloaded for the line speed offered.
<b>Wireless</b>	means a Wireless transmission link made up of Point-to-Multipoint (PMP) and Point-to-point (P2P) Near-Line-Of-Sight (NLOS) access network
<b>Wireless Network</b>	means a network that uses radio waves data connections between network nodes
<b>Wireless Subscriber Unit</b>	means a device placed at the Customer's premises that transforms incoming Wireless signals into electronic signals in order to provide telecommunications services over a Wireless network

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**APPENDIX 1**

**1. SERVICE PLANS**

1.1. The following bundles are offered:

1.1.1. Uncapped Internet Access

1.1.1.1. The Uncapped Internet Access Bundles provide the Customer with a selection of the following Bundles:

Bundle (Mbps)
4
8
10
20
40
80

1.1.1.2. The Business Internet Wireless Uncapped service carries no Fair Usage Policy and will not be subject to any throttling of any kind

**2. USAGE PARAMETERS**

2.1. General Usage Parameters

2.1.1. The usage parameters set out in this document are designed to assist in protecting the Vodacom Network, the Service, Customers and the Internet community as a whole from improper and/or illegal activity over the Internet.

2.1.2. Any stated speeds and uninterrupted use of the Service is not guaranteed, and actual speeds vary based on the amount of traffic on the internet, content on the particular website, or by the overall performance and configuration of the computer connected to the Service and will likely be lower than the speeds indicated during peak hours.

2.1.3. The service is offered to the Users of the network at a 10:1 contention ratio therefore Users can experience 1/10 of the subscribed speed at peak hours or during full network load. Users will be able to burst to a maximum of the subscribed speeds when the network allows, See table below for detailed information on the minimum and maximum speeds per service plan:

Business Internet Wireless Service Plans	Maximum Download Speed (Mbps)	Maximum Upload Speed (Mbps)	Maximum Download Speed (Kbps)	Maximum Upload Speed (Kbps)
Business Internet Wireless 4Mbps Uncapped	4	4	409.6	409.6
Business Internet Wireless 8Mbps Uncapped	8	8	819.2	819.2
Business Internet Wireless 10Mbps Uncapped	10	10	1024	1024
Business Internet Wireless 20Mbps Uncapped	20	20	2048	2048
Business Internet Wireless 40Mbps Uncapped	40	40	4096	4096
Business Internet Wireless 80Mbps Uncapped	80	80	8192	8192

2.1.4. Vodacom Business Internet Wireless offerings are based on the Best Effort and to better manage business critical protocols, Vodacom shapes the Wireless Business Internet traffic, in order to ensure these protocols, receive priority on the Vodacom Network.

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- 2.1.5. Some protocols will receive priority over the Vodacom Business Internet network and are seen as business-critical applications.
- 2.1.6. These protocols include:
  - 2.1.6.1. HTTP
  - 2.1.6.2. HTTPS
  - 2.1.6.3. SMTP and POP3
  - 2.1.6.4. IMAP
  - 2.1.6.5. FTP
  - 2.1.6.6. TELNET
  - 2.1.6.7. SSH
- 2.1.7. The following protocols are deemed non-business critical and shall receive the lowest priority on the Vodacom network:
  - 2.1.7.1. Peer-to-Peer
  - 2.1.7.2. BitTorrent
  - 2.1.7.3. Gaming
- 2.2. Customers that do not reach the above usage limits and utilise protocols considered to be business critical will continue to receive normal prioritization.

### 3. INSTALLATION PARAMETERS

- 3.1. Vodacom shall install the CPE at the site(s) identified by the Customer. The mounting will comply with all appropriate Vodacom regulations and requirements to install the Indoor and Outdoor CPE. The Customer's preference and / or aesthetic regulation of the mount location will be considered as long as the written request does not present additional labour and costs to Vodacom, in Vodacom's sole discretion. In the event that the Customer preference results in additional costs, such additional costs will be discussed, and a proposal will be signed prior to installation. In such cases, the installation is deemed as a non-standard installation and Customer will be responsible for ensuring that the Customer preferred conditions for installation are met. Invoicing will be updated once the installation is completed as accepted by the Customer. The scenarios for this are provided under the non-standard installation described below:
- 3.2. Standard Installation:
  - 3.2.1. All site preparations will be performed by Vodacom. If any preparations are required by subcontracting or use of local facilities personnel, this shall not be classified as a standard installation.
  - 3.2.2. The Site for installation is within 250 (two hundred and fifty) km of the nearest Vodacom regional warehouse.
  - 3.2.3. The installation location is not more than 2 (two) stories off the ground (e.g., ground floor and the next level).
  - 3.2.4. That wall mounts shall only be mounted to surfaces or building materials that can support the wall mount (the following are examples of non- acceptable surfaces: stucco, aluminium, vinyl siding).
  - 3.2.5. Where there is drilling from 1 (one) exterior point of entry or 1 (one) interior point of entry, only 1 (one) wall jack will be installed at the indoor distribution unit and the Customer's computer location.
  - 3.2.6. Grounding according to Vodacom specifications.
  - 3.2.7. Installation of weather seals for all cable points of entry.
  - 3.2.8. Vodacom shall activate and commission the CPE, as well as conduct tests, to verify the Service as operational. Vodacom shall demonstrate to the Customer that the Business Internet Wireless Service is operational by connecting to the Internet via one wired connection and/or one Wi-Fi connection. The 2 (two) Customer purchased analogue telephone handsets shall be connected to the Business Internet Router Equipment during installation.
  - 3.2.9. The Customer shall sign a Project Completion Certificate, after Vodacom demonstrates that the Service is operational by way of Acceptance Testing.
- 3.3. Non-standard installation:
  - 3.3.1. When cable length between the Wireless Subscriber Unit and the Broadband Router in excess of 50 (fifty) metres;
  - 3.3.2. Drilling is required through more than 2 (two) outer walls.
  - 3.3.3. Installations required to be conducted at Sites which are in high-rise buildings (which is above 2 (two) stories), buildings that require different reticulation, mounts, site revisits and/or site surveys.
  - 3.3.4. Where the Site is on a rental property and the Customer's landlord has strict requirements to meet, in order to receive approval for the installation of CPE, for example, requires renegotiation of lease in order to install the CPE or specialized installation to meet landlord approval. Landlord approval will be the sole responsibility of the Customer and is required prior to the installation commencing.
  - 3.3.5. Where the type of building limits options for location of Wireless CPE and related installation material, for example, the building's age and/or the construction of the building may not allow for properly

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securing the CPE, including but not limited to; the Outdoor Antennae and/or the Business Internet Router; or if fabricated mounts are required.

- 3.3.6. The following are examples of non- standard installations: structurally reinforcing walls and / or roofs, landscaping, tree removal, excavation into concrete, roadways, paving and / or pavements for cable conduit, or ducting, roof penetrations, or restricted site of roof access requiring lifts, cranes and / or helicopters.

#### **4. ON-SITE SUPPORT**

- 4.1. Within the first year of activation of the Service, the Customer can receive a single on-site support visit by Vodacom, at no cost to the Customer.
- 4.2. Any further on-site support visits shall be charged the standard call out rates for an on-site support request, save for instances where such further on-site support is required as agreed by Vodacom.
- 4.3. Should the initial on-site support visit not be utilised within the first year following activation of the Service, an on-site support visit shall then become chargeable, and the Customer shall be charged the standard call out rate for an on-site support request.

<b>ULY AUTHORISED REPRESENTATIVE OF THE CUSTOMER</b>	<b>DULY AUTHORISED REPRESENTATIVE OF VODACOM</b>
By:	By:
Name:	Name:
Title:	Title:
Date:	Date: